



**Request for Proposals: #274-RCC23-627 Rigging Inspections and Services**

**Title:**

**Annual Stage Rigging Inspections and Services for the Raleigh Convention and Performing Arts Complex**

**Issue Date: August 8, 2023**

**Due Date: August 31, 2023, not later than 4:00 PM ET**

**LATE PROPOSALS WILL NOT BE ACCEPTED**

**Issuing Department: Raleigh Convention and Performing Arts Complex**

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

Brian Clark

Director of Operations

[Brian.Clark@Raleighnc.gov](mailto:Brian.Clark@Raleighnc.gov)

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# 1. INTRODUCTION

## 1.1 Purpose

The Raleigh Convention and Performing Arts Complex (RCPAC) is looking for ETCP Certified rigging professionals to conduct annual stage rigging and fire curtain inspections as governed by OSHA [rule 1926.1501(a)(6)] and the ANSI E1.22. Additionally, an on-call rigging service would be provided for rigging services associated with events at the Raleigh Convention and Performing Arts Complex.

Raleigh's Convention and Performing Arts family of venues include:

Raleigh Convention Center  
500 S Salisbury Street

Martin Marietta Center for the Performing Arts  
2 E. South Street

Red Hat Amphitheater  
500 S. McDowell Street

Coastal Credit Union Music Park at Walnut Creek  
3801 Rock Quarry Road

A detailed scope of services is provided in Section 5 of this solicitation.

All information related to this solicitation, including any addenda, will be posted to the North Carolina Interactive Purchasing System (IPS) at:

<https://www.ips.state.nc.us/IPS/>.

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

<b>Contact Name</b>	<b>Email Address</b>
<i>Brian Clark – Director of Operations</i>	<i>Brian.Clark@raleighnc.gov</i>

Questions submitted via telephone will not be answered.

Vendors and potential vendors are encouraged to register as a vendor with the City. Having a current vendor registration will expedite the award process for the selected vendor. Please register or update your account at the City's registration page.

<http://www.raleighnc.gov/business/content/FinPurchasing/Articles/BecomeAVendor.html>.

## 1.2 **Background**

The City of Raleigh, the Capital City of North Carolina, remains one of the fastest growing areas in the country. A great economy, top educational institutions, and exceptional health care facilities are some of the characteristics that attract people to the triangle area. The mild climate, diverse work force and proximity to Research Triangle Park combine to make Raleigh a great place to live.

Raleigh is a 21<sup>st</sup> Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21<sup>st</sup> Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

The Raleigh Convention Center is a convention and exhibition facility in downtown Raleigh, North Carolina that opened in September 2008. The three-level 500,000-square-foot building contains a 150,000-square-foot exhibit hall, twenty meeting rooms and a 32,000-square-foot ballroom. The ballroom on the highest level can seat up to 2,715 persons (banquet-style) or 3,630 persons (theater-style). The exhibit hall on the lowest level can hold up to 790 booths or seat up to 6,800 persons (banquet-style) or 9,600 persons (theater-style).

The Martin Marietta Center for the Performing Arts located at 2 E South St, Raleigh, NC 27601-2337 offers the Best in Theater, Dance, Opera, Orchestral, Popular Music and More. Includes Memorial Auditorium, Meymandi Concert Hall, Fletcher Opera Theater and Kennedy Theatre. Martin Marietta Center opened in 1932 and hosts 600 performances and 400,000 patrons a year. Traveling performances and a thriving concession business contribute to the demand a robust vector control plan.

Red Hat Amphitheater is an amphitheater in Raleigh, North Carolina. It is adjacent to the Raleigh Convention Center. Raleigh Amphitheater books acts through an agreement with LiveNation and is owned and operated by the City of Raleigh. The amphitheater's season currently runs from April through October and is the home of The Rink, the downtown ice skating rink during the winter.

Walnut Creek Amphitheatre (Coastal Credit Union Music Park at Walnut Creek) is a beautiful outdoor music venue in Raleigh, North Carolina and plays host to some of the biggest bands and artists in the world. It originally opened on July 4, 1991,

and was built by the City of Raleigh. The amphitheater has a capacity of 20,000 making it an ideal venue for large summer events.

The City of Raleigh desires to contract with Entertainment Technician Certified Professionals (ETCP) to provide comprehensive rigging, fire curtain, stage inspection services, and fall arrest system recertification throughout the Raleigh Convention and Performing Arts Complex’s family of venues. The purpose is to validate the safety of our stage rigging, identify opportunities for improvement and to fulfill the City’s annual inspection requirements. The contractor will also provide rigging services for events at the Raleigh Convention and Performing Arts Center as specified by RCPAC’s management. Rigging Services will vary by event based on the venue, event spaces and client needs.

**1.3 Request for Proposal (RFP) Timeline**

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Raleigh reserves the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (ET):

RFP Process	Date	Time
RFP Advertisement Date	August 8, 2023	10:00AM
Pre-Proposal Conference	August 15, 2023	10:00 AM
Deadline for written questions	August 18,2023	11:59 PM
City Response to questions	August 23, 2023	5:00 PM
Proposal Due Date and Time	August 31,2023	No Later than 4:00 PM
Evaluation Meeting	September 5, 2023	
<b>Optional</b> Interview/ Demonstrations	Week ending September 8, 2023	

**1.4 Pre-Proposal Conference**

A PRE-PROPOSAL CONFERENCE/SITE VISIT for all prospective Proposers is scheduled for **10:00 AM on August 15, 2023 in the Raleigh Convention Center, Admin Board Room, located at 500 S. Salisbury St., Raleigh, NC 27601.**

Prospective Proposers are encouraged to submit written questions in advance. Additionally, an optional tour of the facilities will begin following the briefing.

**NOTE:** Travel and parking expenses are not provided by the City.

**1.5 Proposal Questions**

It is the Proposer's responsibility to ensure that all addenda have been reviewed and considered in the preparation of its proposal. Requests for clarification and questions to this RFP must be received by the City not later than the date shown

above in Section 1.3, entitled “RFP Timeline” for the submittal of written inquiries. The firm’s failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm’s acceptance of all City’s terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina Interactive Purchasing System (IPS). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

**It is important that all Respondents submitting to this RFP periodically check the North Carolina Interactive Purchasing System (IPS) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.**

All questions related to this solicitation must be submitted in writing (via email) to the following individual:

Contact Name	Email Address
Brian Clark	<a href="mailto:Brian.Clark@raleighnc.gov">Brian.Clark@raleighnc.gov</a>

Questions submitted via telephone will not be answered.

**1.6 Proposal Submission Requirements and Contact Information**

Proposals must follow the format as defined in Section 2 PROPOSALS, and be addressed and submitted as follows:

<b><u>DELIVERED BY US POSTAL SERVICE</u></b>	<b><u>DELIVERED BY ALL OTHER MEANS</u></b>
City of Raleigh ATTN: Brian Clark Raleigh Convention Center 500 S. Salisbury St Raleigh, NC 27601 RFP No. & Title: #274-RCC23-627 Rigging Inspections and Service	City of Raleigh ATTN: Brian Clark Raleigh Convention Center 500 S. Salisbury St Raleigh, NC 27601 RFP No. & Title: #274-RCC23-627 Rigging Inspections and Service

Proposals must be enclosed in an envelope or package and clearly marked with the name of the submitting company, **RFP #274-RCC23-627 Rigging Inspections and Services, and the RFP Title: Annual Stage Rigging Inspections and Services for the Raleigh Convention and Performing Arts Complex.**

Proposers must submit:

- A. One (1) signed original;
- B. One (1) electronic version of the signed proposal and;
- C. Four (4) hard copies of proposal.

The electronic version of the Proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a Flash Drive. Both hard copy and electronic versions must be received by the City on or before the RFP due date and time provided in Section 1.3. Proposals received after the RFP due date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix V, "Exceptions to the RFP" and submitted with proposal. **Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Raleigh.** The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in Section 1.3, RFP Timeline. Regardless of the delivery method, it is the responsibility of the firm to ensure that their response arrives at the designated location specified in this Section by the due date and time specified in Section 1.3, RFP Timeline.

#### **1.7 MWBE Participation Form**

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

Complete and submit the MWBE Participation Form (Appendix IV) with your proposal.

#### **1.8 Rights to Submitted Material**

All proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The content of all submittals will be held confidential until the selection of the firm is made. Proposals will be reviewed by the Evaluation Team, as well as other City staff and members of the general public who submit public record requests. **Any proprietary data must be clearly marked.** In submitting a Proposal, each Prospective Proposer agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process and to any outside consultant or

other third party who serves on the Evaluation Team or who is hired by the City to assist in the selection process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal. Proposals marked entirely as “confidential”, “proprietary”, or “trade secret” will be considered non-responsive and will be removed from the evaluation process.

### **1.9 Communications**

All communications of any nature regarding this RFP with any City staff, elected City officials, evaluation committee members, are strictly forbidden from the time the solicitation is publicly posted until award. Questions must be submitted in writing to the individual designated in Section 1.1. prior to the deadline provided in Section 1.3. Violation of this provision may result in the firm’s proposal being removed from consideration.

### **1.10 Lobbying**

By responding to this solicitation, the firm certifies that is has not and will not pay any person or firm to influence or attempt to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

### **1.11 Conflicts of Interest**

City of Raleigh contracts are controlled by three conflict of interest provisions.

First, federal procurement standards provide in 2 CFR 200.318 (c)(1),

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or a firm which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Similarly, the North Carolina General Statutes provides a *criminal* statute for conflicts of interest in public contracting. N.C.G.S. § 14-234(a):

(1) No public officer or employee who is involved in making or administering a contract on behalf of a public agency may derive a direct benefit from the contract except as provided in this section, or as otherwise allowed by law. (2) A public officer or employee who will derive a direct benefit from a contract with the public agency he or she serves, but who is not involved in making or administering the

contract, shall not attempt to influence any other person who is involved in making or administering the contract. (3) No public officer or employee may solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the public agency he or she serves.

City of Raleigh Charter Section 3.9 regulates private transactions between the City and its officials and employees. The Charter states:

"No member of the City Council, official, or employee of the City of Raleigh shall be financially interested, or have any personal beneficial interest, either directly or indirectly, as agent, representative, or otherwise, in the purchase of, or contract for, or in furnishing any materials, equipment or supplies to the City of Raleigh, nor shall any official or employee of the City of Raleigh accept or receive, or agree to accept or receive, directly or indirectly, from any person, firm or corporation to whom any contract may be awarded or from whom any materials, equipment or supplies may be purchased by the City of Raleigh, by rebate, gift, or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation, for recommending or procuring the uses of any such materials, equipment or supplies by the City of Raleigh; no member of the City Council, official or employee of the City of Raleigh shall for his own personal benefit operate, directly or indirectly, any concession in any building or on any lands of the City of Raleigh, nor shall any official or employee of the City of Raleigh bid for or be awarded any contract granting concessionary rights of any nature or kind from the City of Raleigh; it shall be unlawful for any member of the City Council, official or employee of the City of Raleigh to bid for or to purchase or to contract to purchase from the City of Raleigh any real estate, equipment, materials, or supplies of any nature or kind whatsoever, either directly or indirectly, at either public or private sale, either singly, or through or jointly with any other person."

### **1.12 Proposer Expenses**

The City of Raleigh will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to City of Raleigh and/or its representatives. Further, the City of Raleigh shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Proposer even if the awarding authority for each entity has formally accepted a recommendation.

### **1.13 Proposer Acceptance**

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix V, "Exceptions to RFP" and submitted with proposal. Furthermore, the City of Raleigh is not bound to accept a proposal on the basis of lowest price, and further, the City of Raleigh has the sole discretion and reserves the right to cancel this

RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the City of Raleigh's best interests to do so. The City of Raleigh reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the City of Raleigh's best interest. Moreover, the City of Raleigh reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Raleigh.

## 2 PROPOSALS

Responses must follow the format outlined below. The City may reject as non-responsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

### 2.1 Request for Proposals Required Document Format

Proposer's response should be divided using tabs to separate each section, listed sequentially as follows:

#### Tab 1: Cover Letter

Provide an introduction letter summarizing the unique ability of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

- The Cover letter will include the top three (3) reasons why the proposer's firm should be selected over other proposers.

#### Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in the past three (3) years, accompanied by at least three (3) references (contact persons, firm, telephone number and email address).

Include the total annual amount invoiced for each client listed, the length of the service provided, and list the supervisor(s) utilized on the previous projects who are also templated for these services. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

- Include in this section, the Questionnaire provided in **Appendix II**.
- Provide **Appendix III** Reference Questionnaire, to the references listed and ask them to return the Questionnaire to the City of Raleigh using the instructions on the questionnaire.

**Tab 3: Project Understanding, Approach and Schedule**

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and 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.

- The awarded Contractor is expected to comply with the City of Raleigh's Standard Terms and Conditions as listed in Appendix IV. Acceptance or Exception to the City's Terms and Conditions will be indicated on Appendix V and submitted in Tab 3 of the proposer's response.

**Tab 4: Team Firm, Experience and Certifications**

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall include relevant industry certifications and training possessed by the firm and its staff that would contribute to the success of this project. Also, include experience with similar projects and highlight the achievements that were instrumental to the success of those projects.

- Training should include an overview of the sustainment training required for staff servicing this solicitation.

**Tab 5: Cost**

Pricing for inspections will be quoted by annual rates by facility for each year in the initial term of the contract.

Pricing will also include hourly rates for rigging staff and an equipment list with rental rates. In addition, the RCPAC is requesting a percentage fee schedule based on gross revenues generated on event related work completed within the venues:

- Include one copy of **Appendix I** in Tab 5 annual price, with the total cost for each year and a total not to exceed cost for the initial contract term.
- Include one copy on **Appendix I** table for hourly rates of rigging staff.
- Include one copy attached to **Appendix I** of equipment rental rate sheet.
- Include one copy attached to **Appendix I** of proposed percentage fee schedule.

Holidays (dates) will be published prior to the start of a new calendar year. The City recognizes the following holidays:

1. New Year's Day
2. Martin Luther King Jr.
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day

## 7. Christmas Eve and Day

### 2.2 **RFP Documents**

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

## 3 PROPOSAL EVALUATION

### 3.1 **Proposal Evaluation Criteria (Stage 1)**

This is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated considering the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum interview/demonstration points a Proposer can receive is 5 points. The Proposers selected for interviews/demonstrations under this section will be notified in writing of the date and time. The Proposers' interview/demonstrations shall be based solely upon information provided in each Proposer's original proposal. No new information may be presented.

<b>Criteria</b>	<b>(a) Weight</b>	<b>(b) Score (0-3)</b>	<b>(a) x (b) Weighted Score</b>
Cover Letter	8		
Corporate Background and Experience	20		
Project Understanding Approach and Schedule	20		
Firm's Experience and Certifications	25		
Proposed Cost	25		
<b>Total Score (without Interview/Demonstrations)</b>			
Interview/Demonstration (if applicable)	2		
<b>Final Score (with Interview/Demonstrations)</b>			

### **Score Points**

- |   |                        |
|---|------------------------|
| 0- Missing or Does Not Meet Expectation | 2- Meets Expectation   |
| 1- Partially Meets Expectation          | 3- Exceeds Expectation |

**Cost Formula:** The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the following formula:

$$1 - \frac{B - A}{A} \times C = D$$

- A—the lowest Proposer’s cost.
- B—the Proposer’s cost being scored.
- C—the maximum number of cost points available.
- D—Proposer’s cost score (points).

Note: If the formula results in a negative number (which will occur when the Offeror’s cost is more than twice the lowest cost), zero points shall be assigned.

### **3.2 Interview/Demonstration (Stage 2)**

A short-list of firms may be invited to Stage 2 of the evaluation process, the *Interview/ Demonstration*. Interview/demonstrations are an important aspect of the evaluation process that offers the City an opportunity to see how the proposer’s solution meets the critical components of the RFP.

### **3.3 Final Selection**

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in section 3.1. Either a final selection for recommendation will be made at this time or the short-list of firms will be invited to participate in Stage 2 of the evaluation process. If Stage 2 is implemented, each firm will be evaluated and assigned a score to determine the best firm for recommendation.

After which negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City’s decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract.

### **3.4 Notice to Proposers Regarding RFP Terms and Conditions**

It shall be the Proposer’s responsibility to read the Instructions, the City’s contract terms (Appendix IV), all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

### **3.5 Contract Term**

The Contract shall have an initial term of three (3) years, beginning on the date of the Contract award (the "Effective Date"). At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two (2) additional one-year terms. The City will give the Contractor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

Changes to the Term, facility and/or scope of the contract must be ratified by a fully executed contract amendment. The City reserves the right to enter into one or more contracts with any firm selected under this RFP process.

## **4 SCOPE OF SERVICES**

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 5.

The City of Raleigh desires to contract with Entertainment Technician Certified Professionals (ETCP) to provide comprehensive rigging, fire curtain, stage inspection services, and fall arrest system recertification throughout the Raleigh Convention and Performing Arts Complex's family of venues. The purpose is to validate the safety of our stage rigging, identify opportunities for improvement and to fulfill the City's annual inspection requirements. The contractor will also provide rigging services for events at the Raleigh Convention and Performing Arts Center as specified by RCPAC's management. Rigging Services will vary by event based on the venue, event spaces and client needs.

### **4.1 Venues**

Raleigh Convention Center  
500 S Salisbury Street, Raleigh, NC 27601

Martin Marietta Center for the Performing Arts  
2 E. South Street, Raleigh, NC 27601

Red Hat Amphitheater  
500 S. McDowell Street, Raleigh, NC 27601

Coastal Credit Union Music Park at Walnut Creek  
3801 Rock Quarry Road, Raleigh, NC 27610

### **4.2 References**

- Federal and State regulations
  - OSHA 1926.1501(a)(6)]
  - OSHA 1926.502(d)(21)

- ANSI E1.22 governing standard.
- National Building, Fire and Safety Codes
- Manufacture's specifications
- Industry standards and guidelines

### **4.3 Qualifications**

All rigging inspections upgrades and repairs will be conducted by Entertainment Technician Certified Professionals (ETCP).

### **4.4 Frequency**

Annual – An annual inspection will be conducted in the last quarter of each calendar year for all venues except the Performing Arts Center. PAC's annual inspection will be scheduled and conducted during the summer season or second or third quarter of the calendar year.

On Call - By request of RCPAC management, the Contractor will conduct specific inspections to verify the safety of rigging modifications and/or repairs. On Call Rigging inspections will be funded by separate Purchase Order which will be generated using the rates quoted in the Contractor's Proposal. Therefore, all On Call Rigging Inspections will be preapproved and funded, prior to conducting the inspection.

Event Related Rigging – As deemed by RCPAC management, the contractor will provide rigging services for events at the Raleigh Convention and Performing Arts Center. Rigging Services will vary by event based on the venue, event spaces and client needs. RCPAC will require quotes to be provided for each event and each event will be billed back directly to the RCPAC.

Additional Inspections – The City reserves the right to request additional inspections as needed after repairs, upgrades or remodeling. Additional inspections will be billed using the fully burdened hourly rates quoted as specified in Section 2.1 Tab 5 of this RFP. The Cost of an additional inspection will not exceed the quoted cost of an annual inspection for that facility.

### **4.5 Reporting Standards**

A minimum of two (2) detailed electronic and/or written reports will be issued within thirty (30) calendar days of inspection completion. Reporting will include detailed written and photographic documentation of operational systems notating all minor, major and critical findings including specific recommendations for modification and/or repair. Reports shall be delivered to the RCC Director of Operations and duly delegated appointee.

## 4.6 Inspection Details

Contractor will perform an extensive evaluation of each facilities theatre rigging system and the PAC's fire safety curtain. Annual maintenance and inspections ensure that fire curtain equipment is in full working order and ready to protect performers and guests in the unlikely event of a fire. Inspections will consist of, but not limited to, the following inspection criteria.

- Inspect and evaluate the entire stage area--includes wings, galleries, grids, access ways and stage rigging system components such as blocks, cable, terminators, guides, rope (and all other elements related to a moving line set), tracks, scenic elements, stage curtains, motors, and lighting fixtures.
- Inspect fire safety curtains: perform full electrical check on all equipment, test the fire alarm link, and replace emergency back-up batteries.
- Inspect fall arrest equipment.
- Perform flame testing on all soft goods.
- Rigging modifications and/or repairs will be solicited for qualifying bids or quotes.”

## 4.7 Deliverables

- Annual inspection certification
- Maintenance Log
- Rigging Glossary
- Post required OSHA safety and operation signs as appropriate.
- Inspection report containing:
  - Detailed specifications for all faults and/or hazardous conditions found during the inspection.
  - Detailed specification for all recommended improvements to align with the industry's best practices.

## 4.8 Safety

The Contractor's firm and all the Contractor's employees who may provide service under this scope of work must be licensed and certified to use the equipment they are working with. On request, the Contractor will provide copies of all certificates to the Facility's Maintenance Superintendent.

### Fall Prevention

Contractor will provide all fall arrest harness, lanyards and lifelines for their technicians, employees and helpers servicing City of Raleigh. Reference: OSHA Fall Protection 29 CFR 1910.

### Lifts

Tracked and pneumatic wheeled boom vertical lifts will be used. Lifts will be provided by the City. Operators must be licensed to operate the equipment.

## **Safety Data Sheets (SDS)**

Contractor is responsible for and will provide Safety Data Sheets (SDS) for all chemicals used. No chemicals or equipment will be stored on the premises. Reference OSHA Hazardous Communication Standard (OSHA HCS).

### **4.9 Additional Information**

In addition to the preceding Scope of Services, the Contractor and the contractor's employees will adhere to the business practices listed as additional information.

#### **Satisfaction Guarantee**

The facility's maintenance manager or designated supervisor can and will identify unsatisfactory workmanship on the day of the service and have the contractor correct the discrepancy at the Contractor's expense and at no cost to the City. The Contractor will check-out with the facility's maintenance manager or designated supervisor to ensure all work is performed satisfactorily before the Contractor leaves the site. The City waives this requirement, if given the opportunity, the City does not respond to inspect the work.

#### **Schedule of Work**

Contracted services of inspections will not interfere with exhibitions or performances. Contractor will submit a proposed service schedule 30 days in advance of any work. That schedule will be reviewed by all the stakeholders to deconflict scheduling. The approved schedule will be locked in and published two weeks prior to execution of any work. For all event related rigging services, the contractor will work the RCPAC Event team and the client to develop schedule for each specific event.

#### **Employee Removal**

The City reserves the right to remove any Contractor or the Contractor's staff without cause.

#### **Subcontractors**

Subcontractors will be considered employees and representatives of the Contractor. As such, sub-contractors shall abide by all requirements and restrictions included here-in.

### **4.10 Administration**

Services outside the scope of work must have a written estimate and prior approval by the facility's Maintenance superintendent.

The Contractor will coordinate all services with the Facility's Maintenance Team. This includes but is not limited to, checking in and checking out for each visit.

Technician will be readily recognizable by wearing the Contractor's business name and/or logo prominently on their outer layer of clothes.

**APPENDIX I**  
**PROPOSAL COST FORM**

Awarded Contractor shall perform the inspection services to be performed as set forth in this RFP and more particularly described in Section 5 for a not to exceed total amount of

	PAC	RHA	WCA
Year 1	\$ _____	\$ _____	\$ _____
Year 2	\$ _____	\$ _____	\$ _____
Year 3	\$ _____	\$ _____	\$ _____
Year 4	\$ _____	\$ _____	\$ _____ (If applicable)
Year 5	\$ _____	\$ _____	\$ _____ (If applicable)

Total Cost not to exceed \$ \_\_\_\_\_ For the full contract term including all possible extensions.

Awarded Contractor shall perform the Event Services as set forth in this RFP and more particularly described in Section 5. Please outline hourly rates for all staff needed to perform these services. In addition, please provide associated rental equipment pricing to perform these services:

We are requesting a percentage fee schedule to be paid to RCPAC based on gross revenues generated on work completed within the venues. The gross revenues are based on event services performed and not on contracted inspections.

Proposer shall attach proposal cost breakdown for equipment rental pricing and percentage fee schedule to Appendix I – Proposal Cost Form. All other cost breakdowns should be filled in in the above tables on Appendix I

Firm Name: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Signed by: \_\_\_\_\_  
[Type or Print Name]

Title of Signer: \_\_\_\_\_

# APPENDIX II

## PROPOSER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:		State:	Zip:
Phone:	Fax:	E-Mail:	
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other			
Number of years in business under company's present name:			
Fed Tax ID #:	DUNS #		
Are you certified with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/>			
Are you properly licensed/certified by the Federal and/or State of North Carolina to perform the specified work? YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not Applicable: <input type="checkbox"/> ATTACH COPY OF ALL APPLICABLE LICENSING/CERTIFICATION DOCUMENTS Are/will you be properly insured to perform the work?    YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
Contact for this Contract:	Title:		
Phone:	Fax:	E-Mail:	
Have you ever defaulted or failed on a contract? (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years - preferably government agencies. <u>Do not include City of Raleigh as a reference to meet the requirement of listing at least (3) references.</u> <b>PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.</b>			
1.	Company:		
	Contact Person:		Title:
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
2.	Company:		
	Contact Person:		Title:
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
3.	Company:		
	Contact Person:		Title:
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
4.	Company:		
	Contact Person:		Title:
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
5.	Company:		
	Contact Person:		Title:
	Phone:	Fax:	E-Mail:
Describe Scope of Work:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:			Date:

## **APPENDIX III**

### **REFERENCE QUESTIONNAIRE (Instructions)**

#### **#274-RCC23-627 Rigging Inspections and Services Annual Stage Rigging Inspections and Services for the Raleigh Convention and Performing Arts Complex**

The City of Raleigh, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of the references is to document the experience of the proposer relevant to the scope of services and assist in the evaluation process.

- The Proposer is required to send the reference form (the following two pages) to each business reference listed on Proposer Questionnaire.
- The business reference, in turn, is requested to submit the Reference Form directly to the City of Raleigh Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process.
- The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.
- It is the Proposer's responsibility to verify their references have been received by the City of Raleigh Point of Contact by the date indicated on the reference form.

## APPENDIX III

### REFERENCE QUESTIONNAIRE FORM

**#274-RCC23-627 Rigging Inspections and Services  
Annual Stage Rigging Inspections and Services for the Raleigh Convention and  
Performing Arts Complex**

\_\_\_\_\_  
**(Name of Business Requesting Reference)**

This form is being submitted to your company for completion as a business reference for the company listed above.

This form is to be returned to the City of Raleigh, Brian Clark, via email to [Brian.Clark@raleighnc.gov](mailto:Brian.Clark@raleighnc.gov) no later than **4:00 PM ET, August 31, 2023** and **MUST NOT** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the City of Raleigh, Point of Contact above.

**Company Providing Reference**

**Contact Name and Title/Position** \_\_\_\_\_

**Contact Telephone Number** \_\_\_\_\_

**Contact Email Address** \_\_\_\_\_

**Questions:**

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How would you rate this company's knowledge and expertise?

3= Excellent     2= Satisfactory     1= Unsatisfactory     0= Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. How would you rate the company's flexibility relative to changes in the scope and timelines?

3= Excellent     2= Satisfactory     1= Unsatisfactory     0= Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?

3= Excellent     2= Satisfactory     1= Unsatisfactory     0= Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. How would you rate the dynamics/interaction between the company and your staff?  
 3= Excellent     2= Satisfactory     1= Unsatisfactory     0= Unacceptable

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Who were the company's principle representatives involved in providing your service and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

7. (3= Excellent; 2= Satisfactory; 1= Unsatisfactory; 0= Unacceptable)

Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____
Name: _____	Rating: _____

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. With which aspect(s) of this company's services are you most satisfied?

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. With which aspect(s) of this company's services are you least satisfied?

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Would you recommend this company's services to your organization again?

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## APPENDIX V

### **CONTRACT STANDARD TERMS AND CONDITIONS**

The contract terms provided herein shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City of Raleigh reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City of Raleigh contract provisions.

1. Compensation; Time of Payment

The standard City of Raleigh payment term is NET 30 days from the date of invoice. For prompt payment all invoices should be emailed to ([accountspayable@raleighnc.gov](mailto:accountspayable@raleighnc.gov)) or mail to the City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590. All invoices must include the Purchase Order Number. Invoices submitted without the correct purchase order number will result in delayed payment.

2. Workmanship and Quality of Services

All work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

3. Non-discrimination

To the extent permitted by North Carolina law, the Parties for themselves, their agents, officials, directors, officers, members, representatives, employees, and contractors agree not to discriminate in any manner or in any form based on actual or perceived age, mental or physical disability, sex, religion, creed, race, color, sexual orientation, gender identity or expression, familial or marital status, economic status, veteran status or national origin in connection with this Contract or its performance.

The Parties agree to conform with the provisions and intent of Raleigh City Code §4-1004 in all matters related to this Contract. This provision is incorporated into the Contract for the benefit of the City of Raleigh and its residents and may be enforced by an action for specific performance, injunctive relief, or any other remedy available at law or equity. This section shall be binding on the successors and assigns of all parties with reference to the subject matter of the Contract.

4. Minority and Women Owned Business Enterprise

The City of Raleigh prohibits discrimination in any manner against any person based on actual or perceived age, race, color, creed, national origin, sex, mental

or physical disability, sexual orientation, gender identity or expression, familial or marital status, religion, economic status, or veteran status. The City maintains an affirmative policy of fostering, promoting, and conducting business with women and minority owned business enterprises.

5. Assignment

This Contract may not be assigned without the express written consent of the City.

6. Applicable Law

All matters relating to this Contract shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Wake County Civil Superior Court or the United States District Court for the Eastern District of North Carolina, Western Division.

7. Insurance

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following coverages and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

**Commercial General Liability** – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Automobile Liability** – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a COR site.

**Worker's Compensation & Employers Liability** – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 with statutory limits and employees liability of no less than \$1,000,000 each accident.

**Additional Insured** – Contractor agrees to endorse the City as an Additional insured on the Commercial General Liability, Auto Liability and Umbrella Liability if being used to meet the standard of the General Liability and Automobile Liability. The Additional Insured shall read '**City of Raleigh is named additional insured as their interest may appear**'.

**Certificate of Insurance** – Contractor agrees to provide COR a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor’s insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

**City of Raleigh  
Post Office Box 590  
Raleigh, NC 27602-0590**

**Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse City of Raleigh as an ‘Additional Insured’ on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

**Professional Liability** – Limits of no less than \$1,000,000 each claim. This coverage is only necessary for professional services such as engineering, architecture or when otherwise required by the City.

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Raleigh’s Risk Manager.

8. Indemnity

Except to the extent caused by the sole negligence or willful misconduct of the City, the Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including all claims, costs (including defense) and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims, costs (including defense) and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract. This representation and warranty shall survive the termination or expiration of this Contract.

The Contractor shall indemnify and hold and save the City, its officers, agents and employees, harmless from liability of any kind, including claims, costs (including defense) and expenses, on account of any copyrighted material,

patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Contract.

9. Intellectual Property

Any information, data, instruments, documents, studies, reports or deliverables given to, exposed to, or prepared or assembled by the Contractor under this Contract shall be kept as confidential proprietary information of the City and not divulged or made available to any individual or organization without the prior written approval of the City. Such information, data, instruments, documents, studies, reports or deliverables will be the sole property of the City and not the Contractor.

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of this Contract shall be the property of the City.

Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the City. Works of authorship and contributions to works of authorship created by the Contractor's performance of this project are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

10. Force Majeure

Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

11. Advertising

The Contractor shall not use the existence of this Contract, or the name of the City of Raleigh, as part of any advertising without the prior written approval of the City.

12. Acknowledgement of City Brand and Tree Logo Ownership and Restrictions

The City of Raleigh has developed proprietary branding (the "City Brand") centered around the Raleigh tree mark logo (the "Tree Logo"). The City's exclusive rights and ownership in and to the Tree Logo are protected under trademark and copyright, including U.S. Copyright Reg. No. VAu1-322-896, N.C. State Trademark

Registration Reg. No. T-23070 and Federal Trademark Registration Reg. No. 5,629,347, as well as under other federal and state laws.

Contractor acknowledges and understands that the City is not conferring any license to Contractor under this Agreement to use or depict the Tree Logo or other aspects of the City Brand.

Contractor shall not make any use or depiction of the Tree Logo or other aspects of the City Brand without the prior express written approval of the City. In this regard, should any materials being produced by Contractor for the City under this Agreement contemplate use or depiction of the Tree Logo, including, but not limited to, printed materials, digital media, signage and/or display materials, Contractor shall proceed under the auspices and direction of the City's Communications Department and shall comply with all guidelines and restrictions governing use or depiction of the Tree Logo.

13. Cancellation

The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice.

In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the City. Notwithstanding the foregoing, in no event will the total amount due to Contractor under this section exceed the total amount due Contractor under this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Payment of compensation specified in this Contract, its continuation or any renewal thereof, is dependent upon and subject to the allocation or appropriation of funds to the City for the purpose set forth in this Contract.

14. Laws/Safety Standards

The Contractor shall comply with all laws, ordinances, codes, rules, regulations, safety standards and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed

and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Electrical Engineers for pressure vessels; the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type(s) of devices offered and furnished. Further, all items furnished by the Contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

Contractor must comply with *North Carolina Occupational Safety and Health Standards for General Industry 13 NCAC 07F (29CFR 1910)*. In addition, Contractor shall comply with all applicable occupational health and safety and environmental rules and regulations.

Contractor shall effectively manage their safety and health responsibilities including:

- a. Accident Prevention  
Prevent injuries and illnesses to their employees and others on or near their job site. Contractor managers and supervisors shall ensure personnel safety by strict adherence to established safety rules and procedures.
- b. Environmental Protection  
Protect the environment on, near, and around their work site by compliance with all applicable environmental regulations.
- c. Employee Education and Training  
Provide education and training to all contractors employees before they are exposed to potential workplace or other hazards as required by specific OSHA Standards.

15. Applicability of North Carolina Public Records Law  
Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the City by the Contractor are subject to the public records laws of the State of North Carolina and it is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the City. Contractor understands and agrees that the City may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract. To the extent that any other provisions of

this Contract conflict with this paragraph, the provisions of this section shall control.

16. Miscellaneous

The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the City for use in connection with the performance of this Contract and will reimburse the City for the replacement value of its loss or damage.

The Contractor shall be considered to be an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the City.

This Contract may be amended only by written agreement of the parties executed by their authorized representatives.

17. Right to Audit and Access to Records

1. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
2. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
3. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
4. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
5. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.

6. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
  7. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
  8. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.
18. E – Verify  
Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.
19. Iran Divestment Act Certification  
Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
20. Companies Boycotting Israel Divestment Act Certification  
Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**APPENDIX VI**

**EXCEPTIONS TO THE RFP**

**CHECK ONE:**

- NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.
- EXCEPTIONS ARE LISTED BELOW:

#	RFP Page #, Section, Name, Title, Item #	Exceptions (Describe nature of Exception)	Explain Why This is an Issue	Proposed Alternative	Indicate if exception is Negotiable (N), or Non-negotiable (NN)
1					
2					
3					
4					
5					
6					
7					
8					

9					
10					
11					
12					

**FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS AND CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.**

Firm:

Authorized Signature:

Title:

Printed Name of Signer:

Date: