

STATE OF NORTH CAROLINA

Fayetteville State University

Request for Proposal #: 58-RFP240002

Support for FSU Winter Graduation Commencement

Date of Issue: 11/20/2023

Proposal Opening Date: 12/01/2023

At 11:00 AM ET [Click here to join the meeting](#)

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjFiZjEwNDctM2U4ZS00MWI1LTljYmEtODlmNWE2MDRmYmY2%40thread.v2/0?context=%7b%22Tid%22%3a%22b2e1e6f4-64f1-4872-9da1-ca8a9a7c41f7%22%2c%22Oid%22%3a%22eae6014c-c3c6-499b-98a7-9a2e10375cfc%22%7d

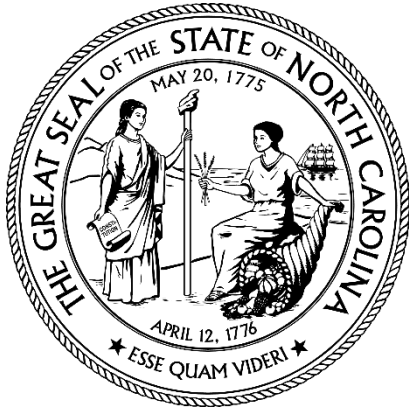
Direct all inquiries concerning this RFP to:

Michelle Donegain

Purchasing Department

Email: purchasing@uncfsu.edu

Phone: 910-672-1276



STATE OF NORTH CAROLINA

Request for Proposal

58-RFP240002

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.

STATE OF NORTH CAROLINA Fayetteville State University	
Refer <u>ALL</u> Inquiries regarding this RFP to: Michelle Donegain purchasing@uncfsu.edu	Request for Proposal #: 58-RFP240002 Proposals will be publicly opened: Via MS Teams Link on December 1, 2023 at 11:00 A.M.
Using Agency: Fayetteville State University Requisition No.: N/A	Commodity No. and Description: 451115 – Lecterns and Sound System and Accessories

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.

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:

Proposal Number: 58-RFP240002

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty 60 days from 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 Fayetteville State University)

Contents

- 1.0 PURPOSE AND BACKGROUND4**
- 1.1 CONTRACT TERM4**
- 2.0 GENERAL INFORMATION.....5**
- 2.1 REQUEST FOR PROPOSAL DOCUMENT5**
- 2.2 E-PROCUREMENT FEE: E-procurement fee is not applicable to this solicitation.5**
- 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS5**
- 2.4 RFP SCHEDULE5**
- 2.5 SITE VISIT or PRE-PROPOSAL CONFERENCE5**
- 2.6 PROPOSAL QUESTIONS6**
- 2.7 PROPOSAL SUBMITTAL6**
- 2.8 PROPOSAL CONTENTS7**
- 2.9 ALTERNATE PROPOSALS7**
- 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....7**
- 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....8**
- 3.1 METHOD OF AWARD8**
- 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....8**
- 3.3 PROPOSAL EVALUATION PROCESS.....8**
- 3.4 EVALUATION CRITERIA9**
- 3.5 PERFORMANCE OUTSIDE THE UNITED STATES9**
- 3.6 INTERPRETATION OF TERMS AND PHRASES.....10**
- 4.0 REQUIREMENTS10**
- 4.1 PRICING.....10**
- 4.2 INVOICES.....10**
- 4.3 FINANCIAL STABILITY10**
- 4.4 HUB PARTICIPATION11**
- 4.5 VENDOR EXPERIENCE and QUALIFICATIONS11**
- 4.6 REFERENCES11**
- 4.7 BACKGROUND CHECKS.....11**
- 4.8 PERSONNEL.....11**
- 4.9 VENDOR’S REPRESENTATIONS11**
- 4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION12**
- 5.0 SPECIFICATIONS AND SCOPE OF WORK12**
- 5.1 GENERAL16**

5.2 TASKS/DELIVERABLES16

5.3 PROJECT ORGANIZATION.....16

5.4 TECHNICAL APPROACH16

5.5 CERTIFICATION AND SAFETY LABELS.....16

6.0 CONTRACT ADMINISTRATION.....17

6.1 EVENT MANAGER AND CUSTOMER SERVICE17

6.2 ACCEPTANCE OF WORK.....17

6.3 DISPUTE RESOLUTION17

6.4 CONTRACT CHANGES18

7.0 ATTACHMENTS19

ATTACHMENT A: PRICING COST PROPOSAL19

ATTACHMENT B: INSTRUCTIONS TO VENDORS19

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS19

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION19

ATTACHMENT E: CUSTOMER REFERENCE FORM19

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR19

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION19

1.0 PURPOSE AND BACKGROUND

Fayetteville State University hosts two commencement exercises within the academic year. One event is held in May and the latter in December. This year, FSU will host a Winter Commencement on Friday, December 15, 2023, for up to 400 graduates, faculty, staff, and guests, in the Capel Arena on the campus. The services we will need to conduct this event will be to hire an event/production company who will provide all of the audio/visual and technology services, as well as a stage, graduate chairs, and microphones/speaker operators. FSU does not have an event staff with the technical skills to produce this event nor does the own this level of audio/visual equipment, stages or the quantity of chairs needed. The intent of this solicitation is to award an agency specific contract to **perform these services for the December 15 event. Not to exceed the University’s budgeted funding of \$60,000.**

1.1 CONTRACT TERM

The Contract shall have a term of **2 business days, beginning on December 13 ending close of the event December 15 2023.**

2.0 GENERAL INFORMATION

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.

2.2 E-PROCUREMENT FEE: E-procurement fee is not applicable to this solicitation.

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 as a result 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	11/20/2023
Hold Pre-Proposal Meeting/Site Visit	State	11/27/2023 @ 9 am
Submit Written Questions	Vendor	11/28/2023 @ 9 am
Provide Response to Questions	State	11/28/2023 @ 6 pm
Submit Proposals	Vendor	12/01/2023 @ 11 am
Contract Award	State	12/01/2023

2.5 SITE VISIT or PRE-PROPOSAL CONFERENCE

Date: 11/27/2023
 Time: 9:00am Eastern Time
 Location: 1200 Murchison Road/Capel Arena, ground floor
 Fayetteville, NC 28301
 Contact #: 910-672-1276

Instructions: Pre-proposal site visit is OPTIONAL. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet.

The purpose of this visit is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP.

2.6 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 purchasing@uncfsu.edu by the date and time specified above. Vendors should enter "58-RFP240002: 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.

2.7 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. 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.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State’s eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

2.8 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 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: “Alternate Proposal #58-RFP240002 [Vendor Name]”. Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

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

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, 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 the 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 any and 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 is 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

- Vendor Technical Approach
- Vendor Qualifications
- Vendor Experience
- Pricing

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

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:

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.6 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

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.

All deliverables must occur by the specified dates in the Scope of Work

4.1 PRICING

Proposals shall reflect line by line breakdown of the services provided by said vendor and the flat total price must be provided at the end of the line item break down on the proposal.

Proposal 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 Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. Invoice pricing must be an exact match to the accepted proposal. 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.

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 and QUALIFICATIONS

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 executive, 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) verifiable references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.8 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.9 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter 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 of 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.

4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

5.0 SPECIFICATIONS AND SCOPE OF WORK

Fayetteville State University (FSU) is seeking a reputable Event Production company to provide AVL services and event rentals for the Winter Commencement as outlined in the specifications contained herein.

PRODUCTION SPECIFICATIONS

Event: FSU Winter Commencement
 Date: Friday, December 15, 2023
 Event Start: 9:00am
 Anticipated End Time: 1:00pm
 Location: Felton J. Capel Arena
 Fayetteville State University
 1200 Murchison Road
 Fayetteville, NC 28301

Load-in: Wednesday, December 13, 2023

The Production Manager needs to be present at all times.

Strike Down: Friday, December 15, 2023

- Can begin immediately following the event.
- All gear must be struck and cleared from the venue by Saturday, December 16, 2023.

Production Schedule: Will be provided upon selection of vendor.

Power:

- 50-100ft of electrical feeder w/ camlocks & bare cable for tie in to 100 amp - 3 phase disconnect (can remain throughout the entire event)
- Distro

Staging, Ramps, and Draping:

- Main Stage
 - Size: 32ft x 24ft x 3ft
 - Platform Guests: 24-30 individuals will be seated. Seating will be provided by the university.
 - Skirting for dressing.
 - Ramps: ADA Ramps and skirting for both sides (located in the rear behind backdrop).
 - ADA ramp carpet and wood to prevent heels from getting stuck in grates.

Audio:

- Audio coverage for 3,000+ people w/ 270-degree coverage pattern inclusive of front main, side fills and wide outs
- Subs should be arranged in a sub-array format
- (1) 32 channel digital audio console (FOH)
- (6-8) floor wedges, L & R monitor
- (8) wireless handhelds, 4 Boom choir mics
- (1) VIP Presidential microphone package (designated at main stage for lecture)
- DI boxes package
- Drum mic kit package (mic and mic stands)
- 8 IEM systems
- Microphones the vendor is to provide must have stands.

Lighting:

- (2) 30+ ft. span of truss (up and downstage)
- (12) moving head fixtures: 4 Beams and 8 Washes
- (6) 775w Source 4/Lekos fixtures
- (4) 2k conventional wash fixtures
- (1) Lighting console
- (2) Water-based Hazers

Video & Camera:

- (1) 20x12 LED screen flown from truss extension
- (1) HD production switcher
- (1) Presentation computer with operator
- (4) HD Cameras
- Camera operator wired comm package
- Video cabling
- ***Vendor will patch into the university jumbotron

Broadcast:

- Live stream the event to university platforms but not limit to Facebook Live, YouTube, Oracle TV. Streaming Quality (High Definition or higher).
- Save the recorded master file for playback and media archive. University will provide a drive for storage.

Rigging & Draping:

- Rigging and motor package for each hang (half ton motors for PA, LED Screen, Lighting and Backdrop)
- Cabling Package
- Electric scissor lift
- Draping to dress off the perimeter of the venue to cover any Back of house production
- Draping preferred color is premier black

Backline:

- The university band will provide its own backline (drum kit, Keyboard, Bass Amps, etc.)

Additional Notes:

- 50x30ft black drapes as a professional backdrop.

- Choir will perform and there will be a guest speaker.
 - The choir will provide its own backline gear. A/V will need to patch into the FOH.
- There will be a guest speaker.
- (5) microphones for the choir - (2) microphones for the stage - one at the main podium and one on the table for the ceremony - (1) microphone on the floor for the induction.
- Vendor will patch into the university jumbotron for video display.

Chairs:

- 800 folding chairs for floor seating (setup and breakdown)

Other:

- Selected vendor to provide all other equipment and services as needed to complete assignment.
- All bleachers on the lower level will be pushed and remained in during the duration of the event.

FAQs for Vendor

Below are a few common asked questions:

1. When and what will load-in take place?

Wednesday, December 13, 2023, beginning after 9:00am.

Please note that the venue will be available prior to December 13th.

2. Will a Run of Show be provided for each event?

Yes.

3. Will a Tech Script be provided?

Yes.

4. Who will supply the staging for the event?

The selected vendor will be responsible for providing the stage, platforms and all other gear to compliment the setup and stage plot.

5. When will the vendor receive band and/or performance riders' details?

Technical riders will be within scope of what is required. Riders will be provided upon selection of the vendor.

6. Are there any specifications on rigging and flying equipment?

When rigging at the Felton J. Capel Arena; the university has some preferred hanging points. The university will not provide scissor lift or riggers.

7. Will there be any events that take place inside the Capel Arena during Saturday that the production team will need to execute?

No, the production team will not have to execute any events within the venue on Saturday.

Fayetteville State University requires the vendor and its personnel (employees and subcontractors) to review, conform and comply with the Expectations, Decorum, Safety Rules and Regulations, and Standards of Vendor Performance Evaluation.

EXPECTATIONS

1. Vendor will meet with the Commencement committee chair, event lead, and any other designated university official daily to conduct a Pre-Event and Post-Production Review. Refer to "Standards of Vendor Performance Evaluation" below for inspection outlines.

2. A production manager must be present throughout the entire duration of each practice, sound check and event to oversee personnel, consistent performance and execution, on-demand service and support.

3. Provide professional and exceptional customer service at all times.

4. Vendor must provide a list of all personnel (full name, headshot photo, role/ responsibility) that will be onsite per day no later than December 6, 2023. The information provided will be used to produce credentials and logistics.
5. Vendor personnel will need to present credentials issued by FSU throughout the entire duration of each event.

Decorum and Safety Rules and Regulations

1. It is imperative that vendor personnel shall enter and exit the worksite in a professional, courteous manner. Violation of the following rules will result in immediate dismissal from the project:

- No abusive or inappropriate language of any kind. Under no circumstances will any worker on university property use or be under the influence of alcohol or drugs during work hours. Work hours include breakfast, lunch, dinner breaks and time between shifts, when applicable.
- No smoking on university property.
- No unauthorized standing in lobbies.
- No unauthorized riding in passenger elevators: any violators of this rule will be removed from the building.
- No purloin.
- No one shall possess weapons, firearms or explosives while on university property.
- No one shall physically or verbally abuse or harm any individual who works at or visits the university.

2. No equipment or materials can be stored outside the designated work area without the prior approval of the Event committee chair. All work areas should be cleaned daily of food, trash, debris, and non-useful equipment and materials. Vendor is also responsible for keeping access to the parking entrance and walk paths free and clear. Failure to do so will result in the vendor being fined.

3. The vendor shall report to the Event Committee Chair any unsafe condition or potentially hazardous situation that comes to their attention.

4. All personnel must present a professional appearance (neat, clean, and well groomed). Personnel must wear appropriate uniforms with company logos, including sturdy work shoes. Shorts, including mid-calf type, are NOT allowed.

5. Good personal hygiene is expected of personnel when they report for work (clean-shaven, bathed and with appropriate application of body deodorant).

6. All personnel are expected to refrain from disruptive behavior during events. Cellular phones must be placed in "silent" or "vibrate" mode throughout the duration of the event.

events.

7. Personnel arriving on the worksite not properly prepared or don't adhere to the rules and regulations, will not be allowed to work.

***NOTE* The University will coordinate load in and set up requirements with vendor production manager, pre and post event, and will store vendor property in its facilities; the university will not be responsible for lost or stolen vendor equipment.**

Standards of Vendor Performance Evaluation

Use of objective standards of performance, self-assessment, performance evaluation, and critical meeting support:

1. Conduct an on-site A/V equipment check off before doors open at least four (4) hours prior to event start time.
2. Pre-Event Review and Post-Production Review: perform a thorough assessment of the A/V equipment, configurations, and personnel. Vendor will be subject to make modifications, fix tech malfunctions, and solve maintenance issues, and replace equipment as deem necessary (pre, during and/or post event).
3. Vendor shall maintain its equipment in operating condition and high-performance level at all times. Any replacement parts or spare necessary to maintain operation of equipment may deem suitable.
4. Provide highly skilled, qualified and adequate staff to operate equipment and to limit or prevent lapses in productivity.

The Parties agree that the Vendor will utilize a comprehensive performance-based management approach for its overall production services per event. The performance-based management approach will include the use of production gear, product specifications, production manager, technicians, staffing customer service, and overall quality of work. Failure to pass inspection, FSU will determine if refund or compensation for the services.

*Details in this document are subject to change, but if any additional changes or modification requests will be communicated in a timely manner.

5.1 GENERAL

Fayetteville State University (FSU) is seeking a reputable Event Production company to provide AVL services and event rentals for the Winter Commencement as outlined in the specifications contained herein.

5.2 TASKS/DELIVERABLES

Event: FSU Winter Commencement
Date: Friday, December 15, 2023
Event Start: 9:00am
Anticipated End Time: 1:00pm
Location: Felton J. Capel Arena
Fayetteville State University
1200 Murchison Road
Fayetteville, NC 28301

Load-in: Wednesday, December 13, 2023

The Production Manager needs to be present at all times.

Strike: Friday, December 15, 2023
• Can begin immediately following the event.
• All gear must be struck and cleared from the venue by Saturday, December 16, 2023.

Production Schedule: Will be provided upon selection of vendor.

5.3 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.

5.4 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.

5.5 CERTIFICATION AND SAFETY LABELS

Any manufactured items and/or fabricated assemblies provided hereunder that are 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 inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical 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 of device offered and furnished.

Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

6.0 CONTRACT ADMINISTRATION

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

6.1 EVENT 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.

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

6.2 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor’s work product shall be based on the following criteria:

Successful completion of work as outlined above in section 5.2.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.3 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.

6.4 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 through the contract administrator.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING COST PROPOSAL

Proposals shall reflect line by line breakdown of the services provided by said vendor and the flat total price must be provided at the end of the line item breakdown on the proposal.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_North-Carolina-General-Terms-and-Conditions_11.2021.pdf

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf