

STATE OF NORTH CAROLINA

North Carolina Department of Information Technology

Request for Quote #: 41-DIT-1388766974

CGIA AV Connections GIS Conference 2025

Date of Issue: December 31, 2024

Quote Due Date: January 13, 2025

At 2:00 PMET

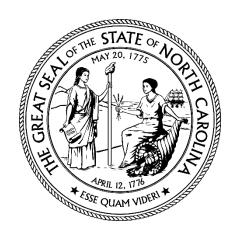
Direct all inquiries concerning this RFQ to:

Walter Davis

Procurement Specialist

Email: buddy.davis@nc.gov

Phone: 919-754-6786



STATE OF NORTH CAROLINA

Request for Quote

41-DIT-1388766974

For internal State agency processing, including tabulation of quotes, 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 quote.

Failure to do so may subject your quote 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

Vendor:	

Refer <u>ALL</u> Inquiries regarding this RFQ to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details. | Using Agency: NCDIT | Commodity No. and Description: 801615 - Management Support Services

EXECUTION

In compliance with this Request for Quote (RFQ), 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 quote, at the prices set opposite each item within the time specified herein.

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

- this quote 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 quote, 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 RFQ, 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 RFQ, 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 quote, 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 Ariba Sourcing Tool.

Failure to execute/sign quote prior to submittal may render quote invalid and it MAY BE REJECTED. Late quotes 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 ABOV	'E (SEE INSTRUCTIONS T	O VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:		
	1			
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:		

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of quote 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 RFQ.

Quote Number: 41-DIT-1388766974 V	/endor:
--	---------

ACCEPTANCE OF QUOTES

If your quote is accepted, all provisions of this RFQ, 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 Department of Information Technology)

Contents

1.0	PURPOSE AND BACKGROUND	5
1.1 C	ONTRACT TERM - RESERVED	5
2.0	GENERAL INFORMATION	5
2.1	REQUEST FOR QUOTE DOCUMENT	5
2.2	E-PROCUREMENT FEE	5
2.3	NOTICE TO VENDORS REGARDING RFQ TERMS AND CONDITIONS	5
2.4	RFQ SCHEDULE	
2.5	SITE VISIT or PRE-BID CONFERENCE - RESERVED	6
2.6	QUOTE QUESTIONS	6
2.7	QUOTE SUBMITTAL	6
2.8	QUOTE CONTENTS	7
2.9	ALTERNATE QUOTES	8
2.10	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS - RESERVED	8
3.0	METHOD OF AWARD AND QUOTE EVALUATION PROCESS	8
3.1	METHOD OF AWARD	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.	8
3.3	QUOTE EVALUATION PROCESS	8
3.4	PERFORMANCE OUTSIDE THE UNITED STATES	9
3.5	INTERPRETATION OF TERMS AND PHRASES	9
4.0	REQUIREMENTS	9
4.1	PRICING	9
4.2	INVOICES	10
4.3	FINANCIAL STABILITY	10
4.4	HUB PARTICIPATION	10
4.5	REFERENCES	10
4.6	BACKGROUND CHECKS	10
4.7	PERSONNEL	12
4.8	VENDOR'S REPRESENTATIONS	13
4.9	AGENCY INSURANCE REQUIREMENTS MODIFICATION - RESERVED	13
4.10	NC COVID-19 VACCINATION AND TESTING REQUIREMENT - RESERVED	13
4.11	FEDERAL COVID-19 VACCINATION REQUIREMENT – RESERVED	13
4.12	LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS - RESERVED	13
5.0	SPECIFICATIONS AND SCOPE OF WORK	13

	e Number: 41-DIT-1388766974	Quote N
		5.1
17	.2 TASKS/DELIVERABLES	5.2
17	.3 CERTIFICATION AND SAFETY LABELS	5.3
18	.4 DEVIATIONS	5.4
18	CONTRACT ADMINISTRATION	6.0
18	.1 CONTRACT MANAGER AND CUSTOMER SERVICE	6.1
19	.2 POST AWARD PROJECT REVIEW MEETINGS - RESERVED	6.2
19	.3 CONTINUOUS IMPROVEMENT - RESERVED	6.3
19	.4 PERIODIC [WEEKLY, MONTHLY] STATUS REPORTS - RESERVED	6.4
19	.5 ACCEPTANCE OF WORK	6.5
19	.6 FAITHFUL PERFORMANCE	6.6
19	.7 TRANSITION ASSISTANCE - RESERVED	6.7
19	.8 DISPUTE RESOLUTION	6.8
19	9 CONTRACT CHANGES	6.9
20	.10 ATTACHMENTS	6.10

1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Quote(RFQ) is to obtain pricing and select a vendor to provide Audio Visual services for the North Carolina Department of Information Technology for the 2025 NC GIS Conference will be held at the Benton Convention Center on March 19-21, 2025 located at 425 North Cherry Street, Winston-Salem NC 27101.

The conference is held on a biannual basis and attracts between 700-900 attendees and 40 exhibitors.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

March 19-21, 2025

2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

2.3 NOTICE TO VENDORS REGARDING RFQ 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 RFQ 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 RFQ.

If Vendors have questions or issues regarding any component of this RFQ, those must be submitted as questions in accordance with the instructions in the QUOTE 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 RFQ 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 quote or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's quote that purports to vary any terms and conditions or Vendors' instructions herein or to render the quote non-binding or subject to further negotiation. Vendor's quote 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 RFQ 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 during negotiations 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 quote as nonresponsive.

2.4 RFQ SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFQ	State	December 31, 2024
Submit Written Questions	Vendor	January 6, 2025 @ 5:00 PM ET
Provide Response to Questions	State	January 8, 2025 @ 5:00 PM ET
Submit Quotes	Vendor	January 13, 2025 @ 2:00 PM ET
Contract Award	State	TBD

2.5 SITE VISIT or PRE-BID CONFERENCE - RESERVED

2.6 QUOTE QUESTIONS

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

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFQ SCHEDULE Section of this RFQ. Vendors will enter "RFQ # XXXXXXXXX — Questions" as the subject of the message. Question submittals should include a reference to the applicable RFQ section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

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 Sourcing Tool in the form of an addendum and shall become an Addendum to this RFQ. 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 RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFQ and an addendum to this RFQ.

2.7 QUOTE SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late quotes, 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 quote has been received as described in this RFQ by the specified time and date of opening. Failure to submit a quote in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's quotes(s).

Vendor's quotes for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: https://eprocurement.nc.gov/training/vendor-training

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

- 1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
- 2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
- 3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
- 4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
- 5. Only Quotes submitted through the Content Section of the Ariba Sourcing Event will be considered. Quotes submitted through the Message Board will not be accepted or considered for award.

If confidential and proprietary information is included in the quote, also submit one (1) signed, REDACTED copy of the quote. 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 quote with its quote submission, the Department may release an unredacted version if a record request is received.

2.8 QUOTE CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFQ that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's quote, in the State's sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Quote Number.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFQ.
- c) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL

Quote Number: 41-DIT-1388766974	Vendor:
Quote Number: 41-DIT-1388766974	Vendor:

2.9 ALTERNATE QUOTES

Unless provided otherwise in this RFQ, Vendor may submit alternate quotes for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate quote must specifically identify the RFQ requirements and advantage(s) addressed by the alternate quote. Each quote must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Quotes in the Sourcing Tool.

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS - RESERVED

3.0METHOD OF AWARD AND QUOTE 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 responsive bids will be reviewed, and award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out herein such as but not limited to past performance, references, and financial documents.

While the intent of this RFQ is to award a Contract(s) to a single Vendor for all line items *or* multiple Vendors, 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 RFQ 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 quotes received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a quote to this RFQ, 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 quote 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 RFQ or inquiries directed to the purchaser named in this RFQ regarding requirements of the RFQ (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 QUOTE EVALUATION PROCESS

- a) Quotes are requested for the items as specified, or item(s) equivalent in design, function, and performance. The State reserves the right to reject any quote on the basis of fit, form and/or function, as well as cost.
- b) The State shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.

Quote Number: 41-DIT-1388766974	Vendor:

- c) For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.
- d) Quotes will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is a request for quote, not a request or an offer 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.

3.4 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 RFQ, the State may also consider, for purposes of evaluating proposed or actual <u>contract performance outside of the United States</u>, 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

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFQ 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 quotes 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 RFQ. Except as specifically stated in the RFQ, 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 quote in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a quote, 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 RFQ. 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 quote, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Quote Questions Section above.

4.1 PRICING

Quote 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 upload in the Sourcing Tool. 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. The following fields shall be included on all invoices, as relevant:

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

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

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 RFQ 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 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) 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 Quote.

4.6 BACKGROUND CHECKS

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

4.6.1 GENERAL INFORMATION

It is the policy of the State to provide a safe environment for State Government employees to work. Due to the Contract requirements, the State requires criminal background checks of awarded Vendors, including but not limited to: owners, employees, agents, representatives, subcontractors, and all personnel of their respective companies. All costs and expenses associated with criminal background checks are the responsibility of the Vendor.

The following requirements must be met:

a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.

- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the State may use <u>The North Carolina Department of Public Safety Offender Public Information</u> or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.6.2 BACKGROUND CHECK REQUIREMENTS

As part of Vendor's criminal background checks, the details below must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or provide a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its quote herein, or provide a statement that there are none.

4.6.3 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by GS 14-7.1 or a violent habitual felon as defined by GS 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.

- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

4.6.4 DOCUMENT REQUIREMENTS

Required documentation to be submitted prior to date Contract is effective and for performing any Services on State property shall include:

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.
- b) Vendor shall also provide a photocopy of the required State or Federal government issued picture ID or Driver License.
- c) A letter on company letterhead is not acceptable proof in itself but can be used to further clarify information on the criminal background check submitted. All documentation shall be submitted at the same time. Submit documents which are clear and legible.
- d) Background checks consisting of:
 - 1. Original unaltered criminal background check from the organization providing the background check.
 - 2. The background check provider's company name, company mailing address, and contact phone numbers.
 - 3. The full name of the individual, which matches the government issued photo ID.
 - 4. The current address of individual being checked.
 - 5. The date the criminal background check search was conducted.

4.6.5 VENDOR BACKGROUND CHECK AGREEMENT

Vendor agrees to conduct a criminal background check per the specifications above in this section on all employees proposed to work under this Contract, at its expense, and provide the required documentation to the State in order to perform Services under this Contract:

YES	NO
YES	

4.7 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).

Quote Number: 41-DIT-1388766974	Vendor:
Quote Maniber. 41 Dir 1900/003/4	vendor.

Should the Vendor's quote 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.

4.8 VENDOR'S REPRESENTATIONS

If Vendor's quote 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.

- 4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION RESERVED
- 4.10 NC COVID-19 VACCINATION AND TESTING REQUIREMENT RESERVED
- 4.11 FEDERAL COVID-19 VACCINATION REQUIREMENT RESERVED
- 4.12 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS RESERVED

5.0 SPECIFICATIONS AND SCOPE OF WORK

The information in this proposal is proprietary to NC Department of Information Technology Center for Geographic Information and Analysis. NC Department of Information Technology Center for Geographic Information and Analysis is not conveying any ownership to any party by disclosing this information. By accepting this document, you agree that you will treat this information as confidential, you will not allow any other person or entity to see it or use it, and you will not use it in any way other than to prepare the requested proposal.

The audiovisual component is a critical feature of the conference. The conference is well-known for the quality of the program and the variety of GIS topics covered in the conference sessions. There will be two plenary sessions: Opening (Wednesday) and a Luncheon (Thursday). There will also be a meeting on Friday morning that needs the capability of supporting virtual attendees. The Opening and the meeting are expected to be in the same location. In addition, each concurrent session will typically have three or four presenters, each using presentation software (e.g., Microsoft PowerPoint) or a web browser to convey content to the attendees.

5.1 SPECIFICATIONS

The audiovisual provider will supply the components listed below to ensure that the conference runs smoothly from a technology point of view and that attendees receive the most value from their attendance at the plenary and concurrent sessions. In addition, all computer devices provided by the audiovisual provider should operate Microsoft Windows with all software, including OS, fully updated and configured for the local time zone. In addition, all updating capabilities should be disabled prior to arrival at the conference site.

Vendor:			

VENDOR'S RESPONSE

Item #	Specifications	Product/Service Offered Meets Specification
	Standard Concurrent Sessions (6 locations) Needed March 19-21, 2025	
1.	Laptop with latest version of Microsoft Office, including Microsoft PowerPoint	YES NO
2.	Projector	YES NO
3.	Screen	YES NO
4.	Microphone at podium	YES NO
5.	Wireless microphone for presenter	YES NO
6.	Digital audio recording hardware, including sound mixer	YES NO
7.	Presenter timer	YES NO
8.	Any other components required to integrate the above	YES NO
9.	Presentation pointers	YES NO
	Opening Plenary Session – March 19, 2025	
10.	Laptop with latest version of Microsoft Office, including Microsoft PowerPoint	YES NO
11.	Projector	YES NO
12.	Three screens (one on the stage, two on the floor)	YES NO
13.	Microphone at podium	YES NO
14.	Wireless microphone for presenter	YES NO
15.	Digital audio recording hardware, including sound mixer	YES NO
16.	Presenter timer	YES NO

Vendor:

17.	Any other components required to integrate the above	☐ YES ☐ NO
18.	Provide 100% lighting exposure on stage so that speakers are easily visible	YES NO
19.	Wireless microphones for use by attendees when asking questions	☐ YES ☐ NO
	<u>Luncheon Plenary – March 20, 2025</u>	
20.	Laptop with latest version of Microsoft Office, including Microsoft PowerPoint	YES NO
21.	Projector	YES NO
22.	Three screens (one on the stage, two on the floor)	☐ YES ☐ NO
23.	Microphone at podium	☐ YES ☐ NO
24.	Wireless microphone for presenter	YES NO
25.	Digital audio recording hardware, including sound mixer	YES NO
26.	Presenter timer	YES NO
27.	Any other components required to integrate the above	YES NO
28.	Provide 100% lighting exposure on stage so that speakers are easily visible	☐ YES ☐ NO
29.	Wireless microphones for use by attendees when asking questions	☐ YES ☐ NO
	GICC Meeting (same location as opening meeting) –	
	March 21, 2025	
30.	Laptop with latest version of Microsoft Office, including Microsoft PowerPoint	YES NO
31.	Projector	☐ YES ☐ NO
32.	Three screens (one on the stage, two on the floor)	☐ YES ☐ NO

33.	Microphone at podium	YES NO
34.	Wireless microphone for presenter	YES NO
35.	Digital audio recording hardware, including sound mixer	YES NO
36.	Presenter timer	YES NO
37.	Any other components required to integrate the above	YES NO
38.	Provide 100% lighting exposure on stage so that speakers are easily visible	YES NO
39.	Wireless microphones for use by attendees when asking questions	YES NO
40.	4 tabletop microphones placed among the tables	YES NO
41.	Support for attendees to connect virtually using Microsoft Teams (audio and visual)	YES NO
	Optional Capabilities:	
42.	Additional Standard Concurrent Sessions a. Should an additional session room(s) (up to two) be needed, said room(s) should be provisioned with the same items as listed for	YES NO
	Standard Concurrent Sessions detailed in previous section.	
43.	Standard Concurrent Sessions detailed in	☐ YES ☐ NO
44.	Standard Concurrent Sessions detailed in previous section. Video Recording of Opening Plenary on Wednesday a. Attended option: transition camera between speaker and screen during the presentations b. Unattended option: constant focus of camera on either the speaker or the screen during the	YES NO

	 d. Unattended option: constant focus of camera on either the speaker or the screen during the meeting 	
46.	Recording of Individual Sessions:	☐ YES ☐ NO
	The audiovisual provider will record and assemble the audio recordings and presentation slides, synchronize them, name each file according to the individual presentation title (not the session title), and provide a video copy in MP4 format. The files need to be delivered to CGIA via online transfer within three weeks after the conclusion of the conference.	1L3 NO
47.	Displays –The audiovisual provider should provide a cost for displays needed throughout the convention center.	☐ YES ☐ NO
	a. Rollout Displays (3 pairs) –Each rollout will have 2 monitors (facing back-to-back) with a minimum size of 60" diagonal that can be aligned horizontally or vertically. Each pair of monitors will be able to show content individually or identical to one another. A small computer is needed to connect to the network (wireless and wired Ethernet capable) to access the internet. Specific locations TBD	
	 b. Registration Display (1) – Content displayed in this area needs to be as prominent as possible. The monitor should have a minimum size of 60" but a larger monitor, if practical, is preferable. This monitor must also be able to connect to the internet (wired and wireless). 	

5.2 TASKS/DELIVERABLES

Vendor is responsible for providing all equipment and personnel to setup and take down of equipment following the conference. Vendor must ensure that equipment is set up and configured and ready for use no later than 7:00am, Wednesday, March 19, 2025

Vendor is required to supply a minimum of one staff member to be onsite and available for support beginning noon on Tuesday, March 18, 2025. Necessary additional personnel should be on-site beginning Wednesday, March 19, 2025 no later than 7:30am to provide support session recordings and troubleshoot any unforeseen technical issues.

Vendor acknowledges and agrees to comply with all requirements outlined in Section 5.2:

	YES		NC
--	-----	--	----

5.3 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 organizati the item is to be located, such as the American Society of Mechanical Engineers for pressu	on accentable to govern inspection where
and /or National Electrical Manufacturers' Association for electrically operated assembling gas operated assemblies, where such approvals of listings have been established for the Further, all items furnished shall meet all requirements of the Occupational Safety and I requirements relating to clean air and water pollution.	ire vessels; the Underwriters Laboratories lies; or the American Gas Association for the type of device offered and furnished.
5.4 DEVIATIONS	
The nature of all deviations from the Specifications listed herein shall be clearly described considered that items offered by the Vendor are in strict compliance with the Specificat Vendor shall be required to supply conforming goods and/or services. Deviations shall be However, no implication is made or intended by the State that any deviation will be accept Carolina General Terms and Conditions in this section.	tions provided herein, and the successful explained in detail on an attached sheet.
6.0 CONTRACT ADMINISTRATION	
All Contract Administration requirements are conditioned on an award resulting from thi provided for the Vendor's planning purposes.	is solicitation. This information is
provided for the vehicle s planning parposes.	
6.1 CONTRACT MANAGER AND CUSTOMER SERVICE	
The Vendor shall be required to designate and make available to the State a contract man State's point of contact for Contract related issues and issues concerning performance, p	
Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	
The Vendor shall be required to designate and make available to the State for custome contact shall be the State's point of contact for customer service-related issues (define re	

Office Phone #:

Mobile Phone #:

Email:

Name:

Customer Service Point of Contact

6.2 POST AWARD PROJECT REVIEW MEETINGS - RESERVED

6.3 CONTINUOUS IMPROVEMENT - RESERVED

6.4 PERIODIC [WEEKLY, MONTHLY] STATUS REPORTS - RESERVED

6.5 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:

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.

6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

6.7 TRANSITION ASSISTANCE - RESERVED

6.8 DISPUTE RESOLUTION

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

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

6.9 CONTRACT CHANGES

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

Quote Number: 41-DIT-1388766974	Vendor:
--	---------

6.10 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

The remainder of this page is intentionally left blank

ATTACHMENT A: FURNISH AND DELIVER

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	Dollar	Total Cost to provide Audio Visual services March 19-21, 2025 Winston Salem Benton Convention Center from lines 1-41 in Section 5.1 Specifications.		
				Total Cost:	

OPTIONAL COSTS AS OUTLINED IN LINES 42-47 IN SECTION 5.1:

ITEM#	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1.	1	Dollar	Additional Standard Concurrent Sessions		
2.	1	Dollar	Video Recording of Opening Plenary on Wednesday		
3.	1	Dollar	Video Recording of Luncheon Plenary (Thursday)		
4.	1	Dollar	Video Recording of GICC meeting (Friday)		
5.	1	Dollar	Recording of Individual Sessions		
6.	1	Dollar	Displays –The audiovisual provider should provide a cost for displays needed throughout the convention center.		
				Total Cost:	
				Grand Total Cost Lines 1- 47:	

/endor:	

Vendor shall complete and submit the below attachments with the RFQ:

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

https://www.doa.nc.gov/pandc/onlineforms/form-omb-standard-form-III-7-2020/download

ATTACHMENT E: CUSTOMER REFERENCE FORM

https://www.doa.nc.gov/pc-formcustomerreferencetemplate092021-attachment-epdf/open

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS AND OMB STANDARD FORM LLL

https://www.doa.nc.gov/pc-formcertification-contracts-grants-loans-and-cooperative-agreements-72020pdf/open