
PNC ARENA

NCSU BASKETBALL TEAM AREAS AND BACK OF HOUSE/GUEST AREA

Request for Proposals



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Section 1 - Introduction

1.1 **Company Information**

The Centennial Authority (“Authority” or “Owner”) is a political subdivision of the State of North Carolina. It is not a State agency, but a type of local government, such as hospital or airport authority chartered by the General Assembly. The authorizing legislation is chapter 458, 1995 Session Laws. Gale Force Sports & Entertainment, L.L.C. (“Gale Force” or “Owner’s Representative”), operates PNC Arena on behalf of the Centennial Authority.

The central purpose of the Centennial Authority is to study, design, plan, construct, own, promote, finance and operate the regional facility known as PNC Arena.

Located in the heart of North Carolina, PNC Arena is home to the NHL’s Carolina Hurricanes and NC State University men’s basketball. Since its opening in October 1999, PNC Arena has averaged over 145 events and 1.3 million guests per year. Encompassing more than 700,000 square feet and four seating levels, PNC Arena’s capacities range from 5,000 – 20,000 as the arena affords an ultimate entertainment experience.

1.2 **Purpose**

Current NCSU basketball team areas and back of house/guest areas associated with the PNC Arena are in need of enhancement and upgrade. The purpose of this Request for Proposals (“RFP”) is to seek qualified contractors for services and new components satisfying Project details set forth in Section 2. This RFP was originally published on April 9, 2023; the RFP has been updated and is scheduled for a second advertisement on May 17, 2023 pursuant to the authority of North Carolina General Statute 143-132.

1.3 **Confidentiality**

All information exchanged by parties in this process shall be subject to provisions of the North Carolina Public Records Statute 132-1, et seq. Any submitted information for which a contractor desires confidentiality must be designated as and qualify as a “Trade Secret” as defined in N.C.G.S. 66-152(3). Otherwise, all contractor responses and associated information becomes available for public inspection upon the bid opening.

1.4 **No Publicity**

No publicity or news releases pertaining to this RFP, responses to this RFP, and discussions of any kind related to this RFP, may be released without the prior written approval of the Authority.

1.5 **Selection Process**

This RFP product selection process is structured in order to attempt to preserve equity and ensure that participants’ efforts are focused against known and understood objectives. In that interest of equity, much of the activity will occur in a public forum with all participants’ concurrent involvement.

1.6 **Contractor Contact**

All communication regarding this RFP should be directed exclusively to:

Jeff Merritt
Executive Director
The Centennial Authority

PNC Arena
1400 Edwards Mill Road
Raleigh, NC 27607
(919) 829-8132
jmerritt@centauth.com

Alan Wobbleton
Vice President
of Facilities and Operations
Gale Force Sports & Entertainment
PNC Arena
1400 Edwards Mill Road
Raleigh, NC 27607
(919) 861-6138
alanw@pncarena.com

Paul Domlyn
Project Manager,
Senior Associate
LS3P
434 Fayetteville Street
Suite 1700
Raleigh, NC 27601
(919) 829-2732
pauldomlyn@ls3p.com

Questions specific to this RFP must be submitted in writing no later than **Tuesday, May 23, 2023 at 2:00 pm local time.**

1.7 Submission Instructions

Contractors should quote an all-encompassing fee for supplying necessary materials and labor to construct all improvements in accordance with Project Specifications listed in Section 2. Contractors should be prepared to demonstrate and explain all features or functions described in their response. In addition to evaluating technical requirements and pricing, the Authority is interested in building a strategic relationship with a trusted building contractor.

Contractors should provide detailed written responses to each of the items below to convey their experience, background and any unique services they would offer the Authority in response to this RFP. Contractors are free to provide as separate attachments any supporting documentation deemed necessary or valuable to the evaluation process.

- 1.7.1 Contact Information. Please provide name, mailing address, business phone, cell phone and email address of Contractor Representative.
- 1.7.2 Description and Background. Please provide a description and background of your company including the names and bios for company's principal owners and key management, history, size, number of employees, affiliated companies, etc.
- 1.7.3 Level of Service. Please describe and explain the level of service Authority will receive if your company.
- 1.7.4 Experience. Please set forth the depth of your experience serving clients of similar size and industry as the Authority. A minimum of five (5) years of qualifying experience is required. Provide a list of relevant customers and contact information served by your Company. Examples of comparable work experience, both in complexity and dollar value and preferably in an active building setting should be provided.
- 1.7.5 Relationship. Please describe any current or past business or philanthropic relationship with (including but not limited to products and/or services that contractor provides to, purchases from or donates to) the Centennial Authority, Gale Force, the Carolina Hurricanes (Hurricanes Hockey Limited Partnership), VAB Catering, Inc., North Carolina State University, North Carolina State University Student Aid Association (Wolfpack Club), Dundon Capital Partners, and Dundon Capital Partners subsidiaries listed at: <https://www.dundoncapitalpartners.com/portfolio/> NOTE: The required disclosure includes relationships with members, staff, officers, directors and employees of the named entities.
- 1.7.6 Pricing. [IMPORTANT This section should be descriptive laying out specifics as to pricing format so that all responses come back in similar format that are easily compared. Use examples if necessary - i.e. per hour rates, per item amounts, per year or month fees, etc.] Do not impose terms or conditions upon the quote or bid unless such terms and conditions have been submitted to and approved by the Authority at least five (5) business days prior to the time and date of the bid opening.

You are required to submit/deliver a sealed bid incorporating your quote to Jeff Merritt, Executive Director, Centennial Authority, PNC Arena, 1400 Edwards Mill Road, Raleigh, NC 27607 by Tuesday, May 30, 2023 at 2:00 pm local time. If requested, following the bid opening, submit an electronic copy of your quote by email to: jmerritt@centauth.com, alanw@pncarena.com and pauldomlyn@ls3p.com.

1.8 Preparation Costs

Contractors will absorb all costs incurred in the preparation and presentation of a response to this RFP. If modifications or additions to the RFP become necessary, prospective contractors will be notified electronically at their contact's email address. All supporting materials submitted with the

proposal will become the property of the Authority unless qualified and designated as a Trade Secret by the prospective contractor at the time of submission. See Section 1.3 regarding "Confidentiality."

1.9 Amendments and Withdrawals

The Authority reserves the right to amend or withdraw this RFP prior to the due date of the quote. Contractors may withdraw their quote at any time by submitting written notice prior to the scheduled submission cut-off date and time.

1.10 Obligation

The Authority reserves the right to accept or reject any and all submitted quotes for any reason, or for no reason, at any point. This request for quote does not constitute an offer by the Authority to enter into a contract with any person or company. Provided, however, the submittal of a response pursuant to the terms of this RFP shall constitute an offer by the contractor to enter into a Contract with the Authority to provide the products and services required for the Project. The Authority reserves the right to negotiate with those responding or with any other person or entity, an agreement on terms which, in the Authority's sole judgment, best serve its needs. The Authority may seek clarifying information from any possible supplier after the due date. The Authority reserves the right to publish updates or clarifications of the RFP to those organizations responding to this request, and to provide any other or all potential contractors the same information which is provided in response to an individual entity contacting the Authority with questions.

1.11 Insurance

The successful contractor will be required to obtain and maintain in force for all periods in which Contractor's personnel enters upon the premises of the PNC Arena during the term of the agreement as a direct cost of operation, insurance coverage as directed by the Authority. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of North Carolina and rated not less than A-VIII by the most current Best's Manual. It is anticipated that such coverage shall include the following:

1.11.1 Comprehensive General Liability Coverage in the amount of \$1,000,000.00 per occurrence. This coverage must be written on an occurrence form, claims made policies will be unacceptable to the Centennial Authority. This Comprehensive General Liability insurance shall cover the contractor, Centennial Authority, Gale Force, and their employees, agents and officers from and against any claim arising out of personal injury of contractor or the contractor's failure to comply with the terms of this Contract. Such policy or policies of insurance shall include coverage for claims of any persons as a result of an incident directly or indirectly related to the employment of such persons by a contractor or by any other persons. This coverage shall include blanket contractual insurance and such coverage shall make express reference to the indemnification provisions set forth in this agreement. The policy shall also be endorsed to include coverage for products, completed operations, and independent contractors.

1.11.2 Workers' Compensation Coverage as statutorily required by the State of North Carolina for all employees of contractor. Employers' Liability coverage on the Workers Compensation policy shall be written in the minimal amount of \$500,000.00 for each employee and \$500,000.00 for each accident.

1.11.3 Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00, shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles, which may be used by contractor in connection with the services, required under the Contract.

1.11.4 Excess Liability Coverage, in the amount of \$1,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy.

1.11.5 All such insurance coverage, with the exception of Workers' Compensation, shall name the Authority, Gale Force, and their employees, agents, members, officers and directors as additional insured thereunder.

1.11.6 Evidence of such coverage being in place will be promptly delivered to the Authority prior to the commencement of the term of the contract between the Authority and the contractor for the work described in this RFP. All such coverage shall be endorsed to indicate that coverage will not be materially changed or canceled without at least 30 days prior notice to the Authority, such prior notice being mandatory and not the best efforts of the carrier to notify. Prior to the expiration of the required coverage, contractor will provide the Authority with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for this agreement.

1.12 Indemnification and Compliance With North Carolina Licenses

The successful contractor shall be required to provide and maintain any permits and licenses required by law at its own expense. The contractor shall at all times observe and comply with applicable federal, state and local laws, ordinances, rules and regulations and shall indemnify, save and hold harmless, the Centennial Authority, its Chairman, Members and staff, Gale Force, the Carolina Hurricanes (Hurricanes Hockey Limited Partnership), VAB Catering, Inc., North Carolina State University, North Carolina State University Student Aid Association (Wolfpack Club), Dundon Capital Partners, and Dundon Capital Partners subsidiaries listed at <https://www.dundoncapitalpartners.com/portfolio/> their members, officers agents and employees against any and all claims or liability arising from or in connection with the violation of any such law, ordinance, rule or regulation, as well as claims for personal injury, death or property damage suffered while responding to this RFP or in contract performance, whether such violation is caused by, or such injury or damage is suffered by contractor or its agents, employees, suppliers, or sub-contractors.

1.13 Performance Bonding

The successful bidder shall provide the Authority with a Performance Bond for 100% of the contract price.

1.14 Specimen Contract and Compliance with Authority Standard Procedures

A specimen contract setting forth the contractor's obligations if selected by the Authority is attached and the "Standard Specifications" incorporated by reference into such contract are available upon request to the Authority office. A contractor's response to this RFP shall be considered an acknowledgment of the binding effect of such terms. Any and all "conditional" terms contained on Contractor's term sheet or otherwise included in the response are void unless approved pursuant to previously stated RFP Section 1.7.6 Furthermore, refusal of the successful contractor to execute an agreement substantially in conformity with the attached specimen contract once "awarded" shall be subject to a claim for damages pursuant to Section 13 of the specimen contract, Contractors are required to submit a cash bond or cashier's check payable to Authority in the amount of five percent (5%) of their bid amount along with their response to this RFP.

SECTION 2 – Specifications for NCSU Basketball Team Areas and Back of House/Guest Areas

2.1 Specifications

Project specifications entitled "PNC ARENA: NCSU BASKETBALL TEAM AREAS," prepared by LS3P, dated 01-31-23, and "PNC ARENA: BACK OF HOUSE/GUEST AREA," prepared by LS3P, dated 03-31-23, are available from pauldomlyn@ls3p.com. **Also review** "PNC Arena – BOH_Hockey – Addendum 1 – 042723" and "PNC Arena – NCSU – Addendum 1 – 042723".

2.2 Delivery Time Frame

Project shall be substantially complete on or before September 18, 2023.

2.3 Customer Provided Components

The Authority is seeking a complete update solution which may or may not include existing conditions and or equipment.

2.4 Site Visits

The Authority may elect to visit customer reference sites provided in the response to section 1.7.4. It is the responsibility of the contractor to facilitate customer contacts.

2.5 Training. Not Applicable.

2.6 See attached "Specimen Contract".

Contact Authority General Counsel cholt@FoxRothschild.com for Specimen Contract.

Section 3 – Pricing

3.1 *Reserved Rights*

The Authority reserves the right to remove from each contractor's response, and procure from a third party, non-proprietary hardware. The Authority also reserves the right to change quantities of hardware with the understanding that pricing will increase and/or decrease incrementally by the listed price of the particular hardware.

3.2 *Warranty*

Please provide complete details of a minimum five (5) year warranty to be provided on all materials and workmanship quoted. Be sure to include what is covered and what is excluded. Detail the length of the warranties as well as the procedures required to have equipment and materials replaced if defective.

3.3 *Bid Form*

Please complete and include with your response to this RFP, the Bid Form Proposal available from Authority General Counsel cholt@foxrothschild.com.