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June 10, 2020

**REQUEST FOR PROPOSAL (RFP)**

**PROJECT SP21-02**

**PRODUCTION, LIGHTING AND SOUND SERVICES FOR  
 STUDENT ACTIVITIES BOARD CONCERTS**

Submittals from minority, women and disadvantaged business enterprises are encouraged.

SUBMITTAL DEADLINE	SUBMIT
1:00 P.M. Local Time, Tuesday, June 23, 2020	<b>This project proposals will be accepted electronically.            Proposal is preferred as one file that includes all options.            Please contact me if problem submitting one file.</b>
DELIVERY BY MAIL	DELIVERY BY HAND
Truman State University Attn: Kim Murphy, CPPO, CPPB Purchasing Department 106 McClain Hall 100 E. Normal Ave. Kirksville, MO 63501	Truman State University Purchasing Department 106 McClain Hall Kirksville, MO 63501

Faxed or Electronic submissions will NOT be accepted unless specifically indicated due to emergencies or unexpected events



**PROPOSER REGISTRY FOR NOTIFICATION OF INTENT TO RESPOND**

**Truman State University**

**Project SP21-02**

**PRODUCTION, LIGHTING AND SOUND SERVICES FOR  
STUDENT ACTIVITIES BOARD CONCERTS**

Please complete and submit this form prior to the submittal deadline as shown on the Request for Proposal document. Please fax to 660-785-7337 or email to [kmurphy@truman.edu](mailto:kmurphy@truman.edu). This page is not part of the REF package and must be submitted to notify Truman State University of your interest in this project and for Truman to notify your organization of any addenda. These addenda are issued if there is a need to change the specifications or closing date/time of the request.

**INTENT TO RESPOND STATEMENT**

\_\_\_ YES      Our organization plans to submit a response to this solicitation for bids:

**NO RESPONSE STATEMENT**

\_\_\_ No      Our organization is not submitting a response for the following reason(s):

- |   |  |
|---|--|
| <input type="checkbox"/> We do not offer this commodity and/or service or an equivalent | <input type="checkbox"/> Insufficient time to respond to the invitation to bid.      |
| <input type="checkbox"/> Our schedule would not permit us to perform                    | <input type="checkbox"/> Cannot meet delivery requirements                           |
| <input type="checkbox"/> The project is too small                                       | <input type="checkbox"/> Licensing restrictions (please explain)                     |
| <input type="checkbox"/> The project is too large                                       | <input type="checkbox"/> Other reasons or additional comments (please explain below) |

Name of Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Address: \_\_\_\_\_

\_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

**REQUEST FOR PROPOSALS  
FOR  
PRODUCTION, LIGHTING AND SOUND SERVICES  
FOR  
STUDENT ACTIVITIES BOARD CONCERTS**

**Project No. SP21-02**

**TRUMAN STATE UNIVERSITY  
Kirksville, Missouri**



**June 2020**

Proposal Opening Date: June 23, 2020

Time: 1:00 PM CDT

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## Request for Proposal – Notice to Vendors

Truman State University is requesting proposals from qualified firms to provide Production, Lighting and Sound Services for Concerts sponsored by the University Student Activities Board.

Proposals are to be addressed and delivered to the Purchasing Department, 106 McClain Hall, Truman State University, Kirksville, MO 63501 until 2:00 PM CDT, Tuesday, June 23, 2020, at which time the names of those firms or individuals submitting proposals will be read aloud. No other public disclosure will be made until after an award of the contract.

Request of Proposal documents are available from the University by contacting the below address or on the Purchasing Website at <http://www.truman.edu/businessoffice/purchasing/open-bids/>.

A one-page Proposer Registry for Notification of Intent to Respond to this RFP document is the second page of the RFP document. This form is required if you plan to submit a proposal and wish to receive any (1) RFP addenda and (2) answers to questions regarding the RFP or addenda that have, in the University's opinion, general applicability.

The University's delivery address is:

Truman State University  
Purchasing Department  
McClain Hall 106  
100 East Normal  
Kirksville, MO 63501



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Kim Murphy, CPPO, CPPB  
Purchasing Supervisor  
Truman State University

**TRUMAN STATE UNIVERSITY**  
**REQUEST FOR PROPOSAL FOR PRODUCTION, LIGHTING AND SOUND SERVICES**

**PART 1 - GENERAL**

**1.1 INTRODUCTION**

Truman State University (“Truman or University”) a public liberal arts and sciences institution, is located in Kirksville, Missouri. Truman has an enrollment of approximately 5,500 students who are primarily full-time degree-seeking under-graduates. Founded in 1867, Truman has a long history of being recognized nationally for its innovative assessment program and commitment to providing a high-quality liberal arts and sciences education at an affordable price.

Truman State University is seeking the expertise of a qualified production company to provide sound, lighting, and staging for the next three (3) years for up to three concerts annually occurring on Truman State University’s campus. The University will work out a date with the selected Production Company to determine when the concerts will be held each year in accordance to venue and artist availability. It is preferred that concert stage set-ups begin the evening prior to the scheduled day of event starting no later than 8:00pm that evening and as early as 3:00pm. The selected Production Company and the University will determine the manner of set up for an outdoor/indoor concert after the bid process is completed. Final event date selection is subject to artist approval with the agreement of the University. The concert is coordinated by Truman State University’s Student Activities Board (SAB).

**1.2 BACKGROUND**

The Student Activities Board (SAB) is a student run organization funded by an annual student fee. Each year SAB membership (about 35) provides the university community with high quality entertainment. As part of this process, a large scale concert is voted on by the students and coordinated by SAB. In the past, SAB has coordinated the following concerts: Hunter Hayes, RaeLynn, DRAM, Fetty Wap, Bowling for Soup, Timeflies, Andy Grammer, Ben Rector, Matisyahu, Matt and Kim, Phillip Phillips, Hoodie Allen, Lee Brice, B.O.B, Iron and Wine, Sara Barielles, Emerson Drive, Jack’s Mannequin, Relient K, Flogging Molly, Regina Spektor, Ben Folds, Dashboard Confessional, MXPX, Cake, Yellowcard, and Matt Wertz.

Every year the University will hold an indoor/outdoor concert with at least one major artist that is held on campus. This year’s SAB intends to hold a fall concert. All shows will include at minimum: an opening band and the headlining act (subject to change). The estimated attendance for the majority of concerts will be 1,000-2,500+. The following Exhibits A- F will outline a general idea of Artist’s needs for a concert that will be held on campus. Exhibit A outlines the technician(s) requirements for the Artists. Exhibit B outlines the stage layout for each artist (subject to change per artist specifications). Exhibit C outlines the sound/audio requirements – input lists will be given directly hired vendor upon selection of performer. Exhibit D outlines specific lighting requirements. Exhibit E outlines the current backline each artist will need for this event, including stage plots and pipe and draping; subject to production advance. Exhibit F outlines generator, barricades and additional requirements.

Additional information regarding the university is available on our website at [www.truman.edu](http://www.truman.edu) and the Student Activities Board website [sab.truman.edu](http://sab.truman.edu)

## PART 2 – DETAILED SPECIFICATIONS

### 2.1 Scope of Work

The University (SAB) seeks a company to provide professional services in the following five (5) areas. Each area shall be listed and priced separately on the proposal as these may be subject to change contingent upon pricing and/or artist. The University does not have a stage that will fit requirements for a large scale concert; include a cost for a stage in the proposal list for an outdoor and/or indoor stage under Exhibit B. The Proposal format below is for the basis of services over the three year contract and should be prepared for general information. Attachment A contains the specifics from previous concerts and should serve as a baseline for a separate quote for both an indoor and outdoor show. Please provide a separate quote per Attachment A or both an indoor and outdoor show. Please itemize by major system component (ie. Stage, Audio, Lighting, Video Wall, Soft Goods, Labor, Miscellaneous).

#### 2.1.1 Exhibit A: Production

- 2.1.1.1 Provide all technical personnel and equipment necessary to produce a show, including sound engineer (audio technician), monitor engineer, light engineer needed to produce a large scale concert (see above Artist list for an idea of past concerts). University will provide a house manager and required stage hands (student staff). Details provided in Exhibit A.
- 2.1.1.2 Provide a proposal that is detailed as to all costs for; lighting, sound, staging, curtains (piping) and personnel.

#### 2.1.2 Exhibit B: Stage

- 2.1.2.1 Provide temporary stage, overseeing its arrival, installation and take down. Stage should have minimum dimensions of 32' (wide) x 24' (deep) x 4' (high) or Apex Stage of 24' (wide) x 24' (deep) x 4' (high). Dimensions are subject to production advance. Details are provided in Exhibit B. Stage shall be positioned as to allow reasonable passing across the back of 4-6'.
- 2.1.2.2 The stage must be sound in construction and be equipped with toe rails. The stage must have available ramp with lighting on both sides.
- 2.1.2.3 Up to five additional on-stage risers must be provided.

#### 2.1.3 Exhibit C: Audio

- 2.1.3.1 Provide concert quality sound and lighting systems that will meet needs and specifications required
- 2.1.3.2 Provide a monitor and FOH Console. (FOH Mix Risers)
- 2.1.3.3 Arena shows will have mix position no more than 50 feet from Downstage edge.

#### 2.1.4 Exhibit D: Lights

- 2.1.4.1 Most Artists will not be bringing any lighting equipment.
- 2.1.4.2 The artist will need varying degrees of lighting equipment.

#### 2.1.5 Exhibit E: Backline, Stage Plots, Pipe and Draping

- 2.1.5.1 Majority of Artists will not bring their own backline. Backline options will need to be provided by production vendor as part of this agreement via a separate itemized quote but can be 'networked in'.
- 2.1.5.2 Rear black curtain that shall cover the entire rear of the stage.
- 2.1.5.3 Stage shall have black skirting on the three (3) exposed sides.



## 2.1.6 Exhibit F: Generator, Barricades and Miscellaneous

- 2.1.6.1 Additional power in the form of a generator may be required. Include pricing for the generator in your proposal under Exhibit F. Pending expense, generator can be rented from a local equipment rental provider in town with appropriate advanced notice and reservation. Outdoors events will need 100% generator power and should be quoted accordingly.
- 2.1.6.2 Additional barricades (bike style) will be needed for an outdoor concert to be used in addition to the University's barricades to provide additional security measures.
- 2.1.6.3 Additional Lighting for audience safety at outdoor location to help illuminate the audience for walking and sitting areas.
- 2.1.6.4 Additional necessary risers for monitor world and FOH along with bike-rack style barricade for outdoor shows.

## 2.2 Additional Requirements

The selected Production Company must be able and willing to communicate with SAB (student members and professional staff), in a timely manner, and on a continuing basis, about all concert decisions. Most communication will be conducted with the committee chair, event chair and group advisor. All final decisions must be mutual in nature between University, Production Company and Artist's management.

### 2.2.1 Insurance:

2.2.1.1 Production Company must provide a Certificate of Insurance showing evidence of liability insurance coverage naming 'Truman State University and its Board of Governors, agents, volunteers, and employees' as an additional insured with a minimum of \$2,500,000 per occurrence.

2.2.1.2 Production Company must provide proof of workman's compensation insurance.

## 2.3 Truman State University Provided Elements

2.3.1 Truman has liability insurance for the event site covered by the State Legal Defense Fund.

### 2.3.2 Pershing Arena

2.3.2.1 Truman will provide partial power for shows in Pershing Arena. Power capabilities for main Stage area is as follows:

STAGE PANEL SET UP CONSISTS OF ONE 200 AMP THREE PHASE  
PANEL WITH A SECONDARY VOLTAGE OF 120/208 VAC TIED  
DIRECTLY INTO THE PANEL. NO CAM LOCKS ARE PROVIDED.

2.3.2.2 Truman will provide technical expertise needed to make sure the University's Electrical system is working with the selected Production Company's equipment. The University electrician will be on call during the event.

### 2.3.3 Outdoors

2.3.3.1 Truman will work with vendor and campus officials to determine outdoor event options and will make a final location selection with the advice of the vendor. Options include (Stokes football stadium, Stokes Parking lot, other campus open spaces such as fields and parking lots)

## 2.4 Venue Details and Description

### 2.4.1 Pershing Arena

2.4.1.1. Truman State primary indoor athletic facility which has 3 full size basketball courts. The arena is approximately 200' long (west to east) x 150' wide (north to south) with 3 courts wide west to east with baskets oriented north to south. Typically the stage is setup on the west side of the arena facing the east side of the arena. The middle court becomes GA standing area, and the west court is covered with bleachers.

2.4.1.2 Pershing Arena load in access occurs on the south west side of the arena to load into the west court via standard double doors with a removable center mullion. Full size tractor trailers have access to the Pershing Arena parking lot on the south side of the venue located off Franklin Street.

2.4.1.3 Pershing Arena venue power panel is located in the center of the north wall of the arena. Vendors must supply adequate cable to reach stage on west court.

## **PART 3 - PROPOSAL INSTRUCTIONS AND FORMAT**

### **3.1 Intent to Award**

It is the intent of the University to issue a single award for the Production, Lighting and Sound Services for Student Activities Board Concerts as outlined in these specifications and Vendors submitting proposals must have the resources to furnish the quantity, quality, and levels of service to meet our demands. Vendors must realize that their ability to provide good quality service throughout the duration of this award will be a significant factor in the selection of a Vendor to provide this service. Vendors must be able to show that their company is fully experienced in providing the services requested. It is also the intent of the University to enter into a one year contract with the awarded Production Company for all production, lighting and sound services required by the University, and to renew for two additional years if acceptable to both parties.

### **3.2 Guarantee of Awarded Services**

It is the intent of the University to hold at least one event/concert each year where Production, Lighting and Sound Services will be required. On a rare occasion the University has not been able to hold this event, as example of the past year with the pandemic issues. Therefore, there is no guarantee that services will be required at some point during the contract term.

### **3.3 Notification of Intent to Respond**

Responding vendors who expect to be notified of any correspondence or addenda related to this RFP shall complete the Notification of Intent to Respond Form (second page of this document) and send via email to the Purchasing Agent listed in Section 4.0.

### **3.4 Interpretations and Addenda**

No interpretation made to any respondent as to the meaning of the RFP shall be binding on Truman unless repeated in writing and distributed by the Purchasing Agent as an addendum. Interpretations or clarifications of a technical or operational nature shall be requested from the Purchasing Agent via email to [kmurphy@truman.edu](mailto:kmurphy@truman.edu) or via fax to 660.785.7337. All such requests must be written and shall specify the section, subsection, and page number to which the request refers. All questions must be submitted by June 16, 2020 to allow adequate time to issue an addendum with the response.

### **3.5 Preparation of Proposals**

Proposals shall be prepared in accordance with the proposal response format described in Section 4. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

### **3.6 Proposal Format**

Qualified Vendors are encouraged to submit a Proposal for providing the services described. All Vendors must submit the following information.

- 3.6.1 Each vendor's name, address, and signature shall be clear and legible. The proposal shall contain a cover letter on corporate letterhead, signed by an authorized representative of the company.
- 3.6.2 The Vendor must outline in their proposal the fees to perform the services as requested in the RFP document. The proposal shall be itemized into the areas as specified in Attachment B. The Vendor must also outline any Truman resources required to provide the requested services.

### **3.7 Company Background**

This part of the response to the RFP should be limited to a brief narrative highlighting the Vendor's proposal. The summary should contain as little technical jargon as possible, and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

### **3.8 Experience and References**

The Vendor must furnish evidence of having successfully provided production services for at least three (3) university client references within the past five (5) calendar years that are of similar size and scope to the University's request. It is preferred to have contact names of group advisors and other activities boards. The following information regarding each contact must be provided with your proposal:

- Name of Institution
- Address
- Contact Person's Name
- Telephone Number
- Dates of the Contract
- Brief written description of the specific prior service performed and requirements thereof.

### **3.9 Cost Quotations**

The vendor's cost quotations must be itemized and include all costs for the requested areas. The proposals submitted are for information contained in the Exhibits which are the services generally required for a concert. An accurate quote request will be made to the awarded Production Company prior to a scheduled concert for exact requirements needed. Attachment A is the requirements for the concert scheduled for this fall. This quote should be submitted as a second quote in addition to the general proposal for the requested scope of work. An example of the format of requested proposals is provided as Attachment B.

## **PART 4 – PROPOSAL AND CONTRACT AWARD**

### **4.1 SUBMISSION OF PROPOSAL & CONTRACT AWARD**

Proposal responses must be signed and returned (with all necessary attachments) to the following email address on or before 1:00 PM on Tuesday, June 23, 2020.

[kmurphy@truman.edu](mailto:kmurphy@truman.edu)

One electronic copy of the proposal response is required to be submitted. Proposal responses will be accepted by email. All emails must have the following in the subject line: "Request for Proposal, Project SP21-02 for Production, Lighting & Sound Services for Student Activities Board Concerts". Proposals will be accepted up to the time and date shown as indicated above. Vendors are responsible for ensuring that proposals are received by the deadline. Proposals received after the deadline will be considered non-responsive and will be removed from consideration on this basis.

It is the intent of Truman, through this RFP and contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the Agreement resulting from the RFP.

In order to be considered for selection, a vendor must submit a complete response to this RFP that complies with all the requirements described herein.

### **4.2 Vendor's Responsibility**

Before submitting a proposal, the Vendor should become thoroughly familiar with all contract conditions referred to in this document, and any addenda issued before the proposal submission date. Such addenda shall form a part of the RFP. It shall be the Vendor's responsibility to ascertain that the proposal includes all addenda issued prior to the proposal submission date.

The Vendor shall determine by personal examination, and by such other means as may be preferred, as to the actual conditions and requirements under which the Agreement must be performed. If, upon inspection and examination by the Vendor, there are existing conditions or requirements of the RFP which are not completely understood, the Vendor shall contact the Purchasing Agent listed above.

Costs for developing proposals, including presentations, are entirely the responsibilities of the vendor and shall not be chargeable to Truman.

### **4.3 Confidentiality of Information**

All data made available to the Vendor by Truman are and remain the property of Truman and must be treated as confidential information. All concert performer names must be kept confidential until the time that the performance has been announced by the University.

All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyright material, shall become the property of the University. All copyright material must be clearly marked.

If your proposal contains any information you consider to be a trade secret or proprietary, you must provide this information as a separate file with file name of "Proprietary Information" with the following statement as the first page of the file:

“This data shall not be disclosed outside Truman or be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; however, if a contract is awarded to this vendor as a result of or in connection with the submission

of such information, Truman shall have the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit Truman's right to use information contained herein if it is obtained from another source.”

The University is the final authority as to the extent of material that is considered proprietary or confidential. Pricing information cannot be considered proprietary.

#### **4.4 Other Proposal Requirements**

The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when the University determines that it is in their best interest to do so.

Please include a description of any litigation in which the Vendor’s company is currently involved, as well as indicating any potential conflict of interest and plans for avoiding the conflict. The Vendor should place this information in a separate file by naming “Confidential”. Requested financial information shall be included in this electronic file. This information will be used to determine overall financial strength of the selected Production Company and will be maintained as confidential information by the University.

No interpretation made by any respondent as to the meaning of the RFP shall be binding on Truman unless repeated in writing and distributed by the Purchasing Agent in the form of an addendum. Specific questions, interpretations or clarifications of a technical or operational nature regarding specifications and technical requirements of this RFP document must be submitted in writing and forwarded to Kim Murphy, Purchasing Supervisor, by emailing to [kmurphy@truman.edu](mailto:kmurphy@truman.edu). All such requests must be in writing and shall specify the section, subsection, and page number to which the request refers. Submission questions and subsequent responses will be issued as an addendum to all prospective Vendors on file. No addenda will be issued later than 72 hours prior to the time and date scheduled for the receipt of responses except an addendum postponing or withdrawing the RFP. Vendors are cautioned **not** to contact employees of Truman concerning this RFP during the evaluation process. Communication is only allowed with the Purchasing Supervisor

#### **4.5 Award of Contract**

Award of contract for the Production, Lighting and Sound Services will be made to one Vendor whose proposal provides the most favorable solution to Truman. The Vendor is advised that any person, firm, or other party to whom it is proposed to award a subcontract under any contract arising from this RFP must be acceptable to Truman.

It is anticipated that the contract, if awarded, will be awarded within 90 days of the closing date for receipt of vendor proposals. Vendors must state that their proposal is valid for 90 days from the submission date shown in above.

Truman reserves the right to reject all proposals and not issue any contract based on this RFP.

Any award of a contract/purchase order resulting from the RFP document will be made only by written authorization (contract/purchase order) from the Purchasing Department.

## PART 5 - EVALUATION

### 5.1 Evaluation Method for Proposals

All proposals received from qualified Production Companies will be evaluated. Any cost and/or pricing data submitted or related to the Company's proposal response, whether required or voluntary, shall be subject to the evaluation if deemed by Truman to be in the best interests of the University. In the evaluation of the Company's proposal response, Truman reserves the right to consider the value of money and any other economic impact factors as deemed appropriate and in the best interests of the University. Award of the requested services will be made to the Company who provides the best combination of services, cost and value as determined by Truman. Truman reserves the right to accept or reject any or all proposals submitted for consideration. In addition, Truman reserves the right to negotiate specific aspects of a proposal submitted.

The selection committee will first determine if a proposal satisfies the requirements stated in this RFP document.

All responsive and responsible proposals will be subjected to a comparative assessment of the published evaluation criteria. The award of a contract/purchase order will be based on the best proposal response in accordance with the evaluation criteria of preferred qualifications listed below:

- Cost
- Performance record and experience in providing the requested service.
- References of Existing Clients Served
- Creativity, Expertise & Reliability of Personnel
- Proposed Method of Performance

- 5.2 The University reserves the right to make an award to the responsive and responsible Vendor whose product and/or service meets the terms, conditions and specifications of the RFP and whose proposal is considered to best serve the University's interests.
- 5.3 Truman reserves the right to consider historic information and fact, whether gained from the Vendor's proposal response, question and answer conferences, references, or any other source, in the evaluation process. Truman shall have the right to take such steps as it deems necessary to determine the ability of a Vendor to perform the work, and each Vendor shall furnish to Truman such information and data for this purpose as it may request. The right is reserved to reject any proposal response where an investigation, or consideration of the information submitted by such Vendor, does not satisfy Truman that the Vendor is qualified to carry out properly the terms of these specifications. The Vendor must submit a list of all higher education clients, including a telephone number and a contact person for each client. The vendor must provide/submit a list of all higher education accounts which the vendor has lost in the past five years.
- 5.4 The Production Company is cautioned that it is the Production Company's sole responsibility to submit information related to the evaluation categories and that Truman is under no obligation to solicit such information if it is not included with the Production Company's proposal response. Failure of the Production Company to submit such information may cause an adverse impact on the evaluation of their proposal response. Production Companies are cautioned not to contact employees of Truman concerning this RFP document during the evaluation process. All communication must be made through the Purchasing Department contract.
- 5.5 The final determination of award shall be made by Truman. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected. Truman will notify all Vendors responding to this RFP of the Vendor whom has been selected to perform these services. Any proposal award protest must be received within 10 days after the date of notification of award in accordance with the State statute.

## PART 6 – CONTRACTUAL REQUIREMENTS, TERMS & CONDITIONS

### 6.1 Contract

The contract between Truman and the selected Production Company shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the selected Company in response to this RFP document. In the event of a conflict in language between the two (2) documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, Truman reserves the right to clarify any contractual relationship in writing with the concurrence of the selected Production Company, and such written clarification shall govern in case of conflict with the applicable requirements stated in this RFP or the selected Company's proposal response. In all other matters not affected by the written clarification, if any, the RFP shall govern. Vendors are cautioned that their proposal shall be subject to acceptance by Truman without further clarification. **Truman will consider accepting the selected Production Company's contractual agreement if terms and conditions are agreeable to the University. Please provide a copy of your company's standard contractual agreement as part of the proposal**

### 6.2 Contract Term/Cancellation/Assignment

Either party may cancel the contract at any time for a breach of any contractual obligation by providing the other party with a 30-day written notice of such cancellation. Should either party exercise their right to cancel the contract/purchase order for such a reason, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the other party.

### 6.3 Change Orders to Contract

Any change in the contract including the Scope of Services described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the selected Production Company and Truman. Modifications to the agreement/contract must be submitted in writing to the University Purchasing Agent and are subject to the approval of the University.

Any amendments to the contract shall (1) specify an effective date; (2) specify any increases or decreases in the amount of the selected Production Company's compensation, if applicable; (3) describe changes, if any, to the provisions of the contract; (4) be entitled as an "Amendment"; and (5) signed by the parties identified in the preceding sentence. The selected Production Company expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

### 6.4 Transfer of Contract

The selected Production Company shall not at any time sell, convey, transfer, mortgage or assign any interest in the contract/purchase order, either in whole or in part, nor any of its rights, title, interest or privilege hereunder whatsoever, in the contract/purchase order without the prior written consent of Truman.

### 6.6 Contract Guarantee

The University will not guarantee to schedule services multiple times during the annual contract period. Some years may have two events and others may have only one or no events scheduled

### 6.6 Conflict of Interest

The selected Production Company covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the



services hereunder. The Company further agree that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract/purchase order.

## **6.7 Prerequisites, Favors or Gifts**

Vendors shall not provide any prerequisites, favors, or gifts to any Truman employees which tend to curry favor with any specific persons or which incur expenses to be borne by Truman. Vendors shall not attempt to gain support and appreciation from any group of employees other than providing the high quality consulting services possible.

## **6.8 State of Missouri Rules, Regulations and Laws**

- 6.8.1 This contract shall be deemed to have been made in Missouri and shall be interpreted, and the rights and liabilities of the parties determined, in accordance with the laws of the State of Missouri.
- 6.8.2 As a public institution, Truman must follow State of Missouri rules and regulations regarding the procurement of services. Data obtained through this consulting process must be handled as confidential and may not be shared with other Vendors who may want to do business with Truman without the prior written approval of the University's Purchasing Department. Any future business with Truman will be obtained through a proposal/bid process.
- 6.8.3 The contract shall be construed according to the laws of the State of Missouri. The Production Company shall comply with all local, county, state and federal laws, statutes, ordinances and regulations related to the performance of the contract to the extent that the same may be applicable.

## **6.9 Production Company's Responsibilities**

- 6.9.1 The selected Production Company shall comply with all statutes, ordinances and regulations of federal, state, or county and city governments applicable to the operation of a business herein described, except that nothing herein contained shall be deemed to require the selected Production Company to pay or discharge any taxes on real or personal property not owned by the selected Company.
- 6.9.2 The selected Production Company represents himself / herself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of Truman. Therefore, the selected Production Company shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc. and agrees to indemnify, save and hold Truman, its officers, agents and employees, harmless from and against any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 6.9.3 The selected Production Company and all subcontracted companies doing business with Truman must agree not to discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, ancestry, gender, sex orientation, disability or veteran status. If discrimination by the selected Company or subcontracted company is found to exist, Truman will take appropriate action which may include, but not be limited to, cancellation of the contract, removal from all bidders' lists until corrective action is made and ensured, and referral to the Attorney General's Office. The selected Production Company will take affirmative action to insure employment without regard to their age, race, color, religion, national origin, ancestry, gender or sex orientation. The selected Vendor will conform to all provisions of the law.
- 6.9.4 Possession and/or use of alcohol or illegal drugs are prohibited on the Owner's campus. The Owner's published rules regarding this matter shall apply to **ALL** workers providing services on the University campus. The University also has a no smoking policy within a certain distance from building entrances.

6.9.5 Insurance Liability

The selected Production Company shall indemnify, defend, and hold the University harmless against any and all loss, damage and expense, or claims therefore, for injury to or illness caused to any person, or damage or expense to any property arising out of or in connection with providing the contracted services, and for any loss, injury or illness resulting from the courtesy first and treatment furnished the employees of the selected Production Company by the University. The following insurance coverage is required and must be maintained for events where services are provided.

Liability Insurance – The selected Vendor must submit a liability insurance certificate before any work is performed under the agreement. Minimum amounts (general and automobile):

Bodily injury:	500,000/1,000,000
Property damage:	500,000/2,500,000
Comprehensive	2,500,000

Certificates of insurance showing the University as an additional insured and providing 30 day notice of cancellation shall be furnished to the University Purchasing Office at the beginning of the contract. The selected Company shall also maintain State of Missouri worker's compensation insurance and a copy of certification indicating such coverage shall be maintained on file with the University during the life of the contract.

6.9.6 Indemnification

The Production Company agrees to indemnify and save harmless Truman, its Board of Governors, agents, servants, and employees from and against any and all liability for damage arising for injuries to persons or damage to property occasioned by an act or omission of the vendor, his agents, servants, or employees, including any and all expense, legal or otherwise, which may be incurred by Truman, its agents, servants, or employees, in the defense of any claim, action, or suit.

6.9.7 Force Majeure Event

Notwithstanding anything to the contrary contained within this agreement, services may be cancelled by either party due to cause(s) beyond the reasonable control of the parties included in this agreement that would render the aforementioned services impossible or unnecessary. Such causes shall include, but not be limited to: acts of God; extreme weather, a government mandated cancellation; pandemics or other causes of a similar or different nature beyond the reasonable control of the parties entering into this agreement (hereinafter "Force Majeure Event"). Neither party shall be held liable for any losses, costs or damages whatsoever suffered by either party as a result of a Force Majeure Event.

**6.10 Americans with Disabilities Act of 1990**

The Production Company shall have thorough knowledge of the Americans with Disabilities Act of 1990. The vendor also agrees to provide complete capabilities to meet or exceed all requirements required of this Act for this RFP.

**6.11 Missouri Preference Executive Order:**

Proposals are being sought from Missouri and out-of-state companies. As a public institution, Truman State University must follow State of Missouri rules and regulations regarding the procurement of services. Executive Order 03-27 states Missouri state government agencies shall purchase a Missouri product unless it is determined that the value (including, but not limited to price, performance and quality) of the Missouri product does not meet the needs of the user. In assessing value, Truman may consider the economic impact to the State of Missouri for Missouri products versus the economic impact if products generated from out of state. This economic impact may include the revenues returned to the state through tax revenue obligations.

Vendors must provide the following information as it relates to this RFP:

1. A description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
2. A description of the economic impact returned to the State of Missouri through tax revenue obligations.
3. A description of the Vendor's economic presence with the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; other including Missouri employee statistics).
4. If any products and/or services offered under this RFB are being manufactured or performed at sites outside the continental United States, the Vendor must disclose such fact and provide details with their proposal.
5. MBE/WBE Certification. In accordance with Executive Order 98-21, firms are encouraged and may be required per the FFB to utilize certified minority and women-owned business in selecting other appropriate resources. Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://oa.mo.gov/oswd/mbewbe.htm> or contact the MBE/WBE Certification Program at 573.751.8130 or 877.259.2963.

In the evaluation of responses, preferences shall be applied in accordance with Chapter 34 RSMo. Vendors should apply the same preferences in selecting other appropriate resources. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preferences shall be given when quality is equal or better and delivered price is the same or less. Truman reserves the right to consider the value of money and any other economic impact factor as deemed appropriate and in the best interests of the University.

**TRUMAN STATE UNIVERSITY  
PROPOSAL CERTIFICATION**

The Production Company certifies it is authorized to obligate the represented Company and further agrees with all terms, conditions, and requirements of the Truman's RFP.

The Production Company further certifies the responses and resulting proposal to Truman's Request for Proposal are true and accurate.

In submitting a response to Truman's RFP, the Production Company understands that Truman retains the right to reject any and all proposals and to waive irregularities and informalities therein, and to award the contract in the best interests of Truman. It is also understood that proposals may not be withdrawn for a period of **30 days** after the date and time set for the receipt of proposals.

The Production Company hereby affirms:

- (1) That I am the Company (if the Vendor is an individual), a partner in the Company (if the Vendor is a partnership), or an officer or employee of the Company having authority to sign on its behalf (if the Vendor is a corporation);
- (2) That the proposal has been arrived at by the Production Company independently, and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the RFP designed to limit independent bidding or competition;
- (3) That the contents of the proposal has not been communicated by the Production Company or its employees or agents to any person not an employee or agent of the Company or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal; and
- (4) That the Production Company has fully informed himself/herself regarding the accuracy of the statements made in their response.
- (5) The Production Company is registered with and maintains good standing with the Secretary of State of the State of Missouri, as may be required by law or regulation.
- (6) The undersigned certifies that their Company (check one) \_\_\_\_\_ IS or \_\_\_\_\_ IS NOT currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

In compliance with this RFP document, Project No. SP21-02, and after carefully reviewing all the terms, conditions, and requirements contained therein, the undersigned agrees to furnish such services in accordance with the specifications of this RFP.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Federal Tax ID No.

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

## ATTACHMENT A

The below information is provided for this Fall's concert and is subject to change, per production advance with artists which is subject to approval by Truman State University. All final decisions must be mutual in nature between University, Production Company and Artist's management. Provide a second quote that is specific to below production requirements.

### **Exhibit A: Production**

Technicians Required:

1. Two (2) English speaking sound technicians – with excellent working knowledge of the sound system shall be required to set up the system, wire the stage, and assist ARTIST Engineers. (Note: one of the sound technicians may be required to mix monitors for the show).
  - i. One (1) front of house technician
  - ii. One (1) monitor technician
2. Two (2) English speaking lighting technicians to set up and operate for the lighting system for performance. (Note: Most Artists' do not bring a lighting operator or lighting design.) Will need a minimum of One (1) qualified lighting/operator technician to run the show. Technicians to be available at all times to Production Manager(s).
3. Two (2) Spot operators are required – if determined by Production Company based upon the lighting and stage requirements. Students can operate spots if needed.
4. If riggers are determined to be needed by the Production Company; then all riggers must be certified and Insured.

### **Exhibit B: Stage Requirements**

Based upon University policies and venue capabilities:

Stage Details for an Outdoor and/or Indoor Concert:

1. One (1) solidly built stage. All decks need to be even and level. Stage floor must be a smooth finish (no deep grooves, protrusions or crevices).
2. Outdoor: Stage should be an Apex Stage of 24' (wide) x 24' (deep) x 4' (high) or 32' (wide) x 24' (deep) x 4' (high) something of equivalent in nature. Stage must include a professionally built roof/truss system that covers the entire stage. The cover should be "load bearing, properly secured, and grounded" – all stage and roof/truss system must have a certified structural engineer's approval—must prove via writing per request.
3. Indoor (Rain site): Stage of 32' (wide) x 24' (deep) x 4' (high).
  - a. Stage Wing Right and Left of 12'(wide) x 16' (deep) -- Must be even with or no greater than 2' lower than the stage
4. Risers: 8' x 8' x 24" // 8' x 4' x 36" -- all risers with carpet. All risers should be level and solidly built, free from holes and/ or soft spots and be incapable of any movement or motion.
5. Two (2) step units with handrails and lights – located at stage left and right. Should be lighted at all times. Requested toe rails that go all the way around the entire stage.
6. A clear space of 4 to 6 feet is needed around the rear perimeter of the stage. A clear space of 12 feet is needed around the left and the right side perimeter of the stage.

### **Exhibit C: Audio Requirements**

Sound Details:

1. MAIN PA
  - a. Speaker system of a reputable make (*Preferred: L-Acoustics: K2 or V-Dosc, Meyer Sound – Milo/Mica/ Mina/ M1D/ M2D/ M3D, Galileo, 700HP SUBs, Clair Brothers Audio – 1-5/ 1-4/1-3/BT,*

- d & b audiotechnik - line arrays, Nexo – Geo T / Geo S series, Electro-voice – XL-C only, JBL Verdeck/VTX)*
- b. System should include appropriate amplification, system processing / X-overs, cables and all necessary rigging hardware.
  - c. Speaker system should be flown wherever possible
2. FOH SYSTEM (subject to change per selected Artists' specs each year):
- a. One (1) digital console (Preferred: Avid Venue /Digidesign Profile or Digi Design Venue, Midas Pro 6, Yamaha m7cl or pm5d)
  - b. One (1) forty-eight (48) channel minimum
  - c. FOH drive / effect rack (s) will contain:
    - i. One (1) RTA (Audio Control, Klark Teknik or XTA)
    - ii. Eight (8) Channels of compressors (BSS or Drawmer)
    - iii. Two (2) channels of Tube compression (Avalon 737 / Summit DCL 200)
    - iv. Eight (8) Channels of gates (Drawner or BSS)
    - v. Four (4) reverb units (Lexicon, TC Electronic, or Yamaha)
  - d. One (1) digital delay unit ( TC Electronic)
  - e. One (1) CD player
  - f. One (1) CD burner
  - g. One (1) iPod adapter/3.5mm aux cable
  - h. Sub routing on AUX or Matrix capable
  - i. Note: If analog consoles are necessary (Preferred: Midas Heritage 2000 or 3000 or XL4)
  - j. Note: Consoles are ONLY for the Headline Artist – Company will need to provide separate consoles for any opening acts are work out sharing with Tour Manager per event
3. MONITOR SYSTEM:
- a. Must be complete and separate from house system
  - b. Consoles are only for the sole use of the artist
  - c. CONSOLE: Forty- Eight (48) inputs with twenty-four (24) mix outputs
    - i. All (Monitor Wedge) mix outputs must have individual 31 band eq's insertable on every mix eight ( 8) channels of EQ are required (wedge mixes only)
    - ii. If digital consoles are necessary; provide Avid Venue/ Digidesign Profile or Digi Design Venue, Midas Pro 6, or Yamaha m7cl or pm5d.
  - d. Eight (8) monitor Speakers which will be bi-amp wedges with a 15" woofer and a 2" horn driver or dual 12in with 2" horn driver capable of 110db.
  - e. Two (2) Double 18" Subs.
  - f. Stage left and stage right side fills should be a matching pair of three-way or four-way speakers consisting of two (2) 12" or (1) 15" woofers and a 2" horn driver, with subwoofers capable of 110db per side. (Preferred: Meyer MSL4 Over Dual 600HP or EAW850 or Dual SB1000B)
  - g. Intercom: communications system between house mix position and monitor mix position must be provided and intercom must be separate from lighting communications and house light communications
  - h. MICS, STANDS, AC:
    - i. Microphones and stands enough to accommodate band of six and any additional acts.
    - ii. All appropriate cabling for speakers and applicable system patching

#### **Exhibit D: Lighting Requirements**

*Lighting Details – contingent upon production advance with bands:*

1. 30' wide Upstage Truss:
  - a. Twelve (12) Martin Mac 101 (RGB Mode)
  - b. Four (4) Martin Atomic 3000 Strobes (with Color Scrollers, 208V)
  - c. Four (4) Clay Paky Sharpy (Standard Mode)
  - d. 101's and Atomics spaced evenly on Upstage Truss
  - e. Sharpies top mounted on truss, evenly spaced

- f. All cabling for all lighting fixtures and video
2. 30' wide Downstage Truss:
  - a. Eight (8) Mac 301's or Mac Aura's spaced evenly across truss
  - b. Two (2) four or eight light Mole lights
  - c. Four (4) Mac Vipers spaced evenly across truss
  - d. All cabling for all lighting fixtures and video
3. Ground Package:
  - a. Four (4) Sharpies (spaced evenly upstage)
  - b. Four (4) Vipers (spaced evenly upstage)
4. Two (2) Spotlights
5. Lighting system should be "flown"
6. 2 FOGGERS OR HAZERS – approved per advance and pre-show fire system test
7. Lighting Console – Console should be "state of the art" quality and in good repair (Preferred: Grand MA 2 Console)
8. Dimmers – dimmers should be "state of the art" quality and of more than sufficient numbers and power to cover the above instruments as well as any added special effects lighting
9. All necessary patching and cabling
10. All necessary AC power at stage and FOH position
11. All necessary Data Snake [MUST include Ethernet (100 amps of 3phase power)]

**Exhibit E: Backline Requirements, Stage Plots, Pipe and Draping**

*Band member totals subject to change (4-6 performers)*

*Backline and Stage Plot Details:*

1. Backdrop – A black backdrop should be supplied to cover any areas backstage – should cover the entire rear of the stage
2. Stage shall have black skirting on the three (3) exposed sides
3. Black skirting for front, left and right side of the stage
4. Pipe and Drape to cover up backstage from crowd including Monitor Land and Tech Land
5. Backline will need to be quoted separately and networked in by production vendor. Opening act and Headliner will have at least four performers

**Exhibit F: Generator, Barricades and Miscellaneous**

*Additional Requirements and notes:*

1. Tent and tarp for FOH console for outdoor concert
2. Outdoor: An adequate supply of plastic sheeting and/or tarps is required to cover all stage gear, lighting console, and all house sound and monitor sound electronics.
3. Additional barricades (bike style and mojo) will be needed for an outdoor concert to be used in addition to the University's barricades to provide additional security measures. Approximately thirty (30) bike style barricades and ten (10) mojo style barricades.
4. Additional Lighting for audience safety at outdoor location to help illuminate for the audience walking and sitting areas.
5. Tent and Tarps for Outdoor Dressing Rooms—up to three outdoor dressing rooms to be provided by the production company including all necessary lighting, air, etc for an outdoor dressing room.
6. Production is subject to artist's approval with the agreement of the University.

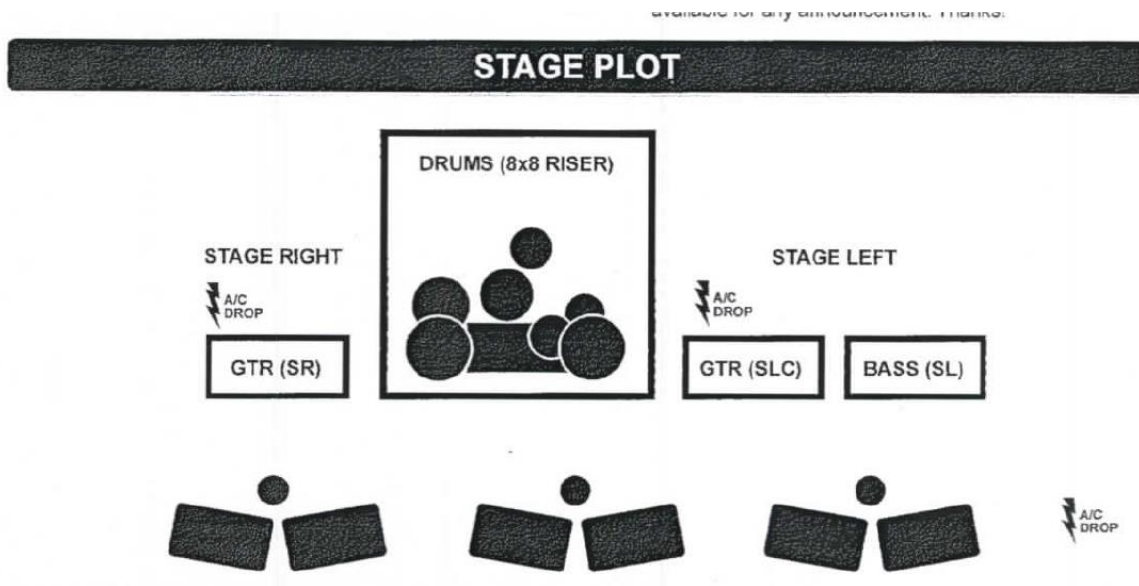
**Exhibit G: Video Wall**

1. One (1) 9.8 X 16.4 5MM LED WALL. This should be hung UPSTAGE center for normal stage configurations.

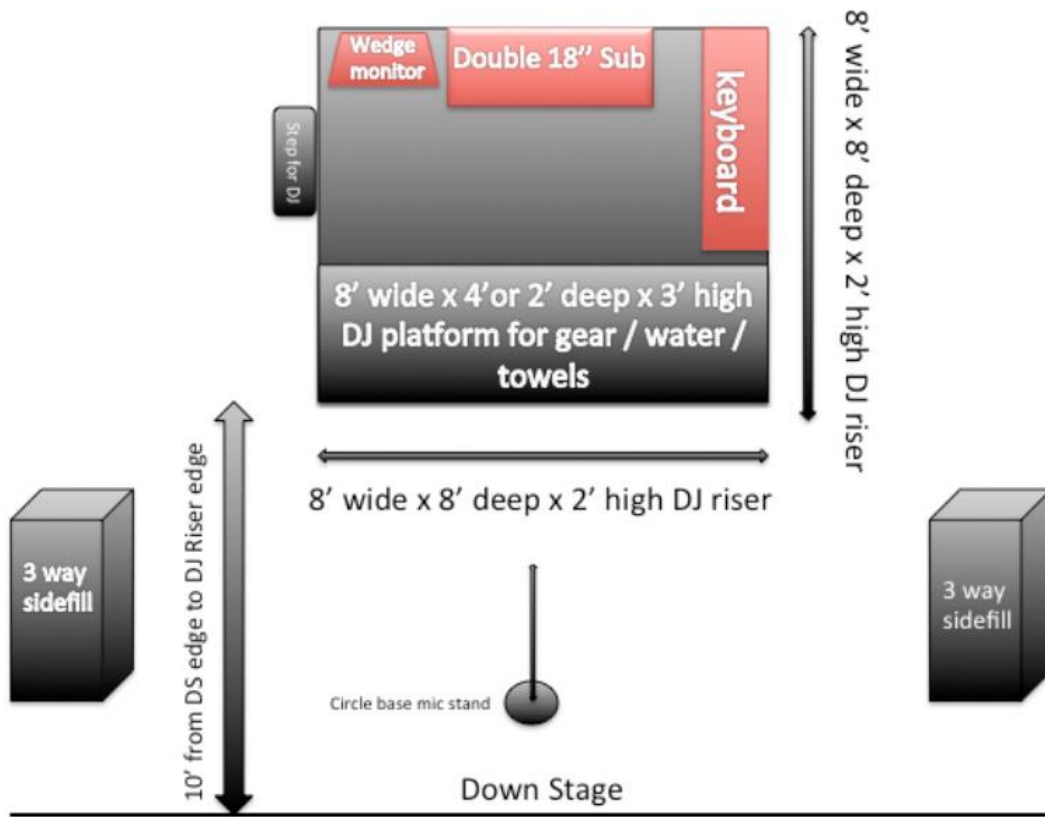
**Example of Stage Plot: Fall Concert November 5, 2016 – Artist Stage Plot**

Note: Stage size and wings will be as above due to University policy.

Support Stage Plot



Headliner Stage Plot





## **ATTACHMENT B PROPOSAL FORMAT**

**Quote 1:**

Using specifications from Section 2.1 (pages 9-10) for an indoor concert.

- Provide pricing for each exhibit (A-G) and total the pricing.

**Quote 2:**

Using specifications from Section 2.1 (pages 9-10) for an outdoor concert.

- Provide pricing for each exhibit (A-G) and total the pricing.

**Quote 3:**

Using specifications from Attachment A (pages 23-27) for an indoor concert.

- Provide pricing for each exhibit (A-G) and total the pricing.

**Quote 4:**

Using specifications from Attachment A (pages 23-27) for an outdoor concert.

- Provide pricing for each exhibit (A-G) and total the pricing.