



# Request for Proposal 2016 NCAA Men's Final Four

Prepared by:

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on behalf of:

**The National Collegiate Athletic Association**

700 W. Washington Street  
Indianapolis, Indiana 46204

**August 2015**

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## 2016 NCAA Final Four

Your company is invited to submit a proposal to be considered for work with the NCAA and on 2016 Men's Final Four basketball tournament. This is the proposal stage of the selection process for the services and/or materials outlined in **Attachment B**.

The services and/or materials will be used for various purposes related to event operations. Services and/or materials will be utilized and in place for 2 to 3 weeks. Specific information and schedules are included in the following bid package.

The 2016 NCAA Final Four is a single-elimination tournament played each spring in the United States, featuring sixty eight (68) college basketball teams, to determine the national champion. The Final Four, organized by the National Collegiate Athletic Association (NCAA), will take place in Houston, Texas on April 2<sup>nd</sup> and 4<sup>th</sup>, 2016.

The Owner for the project is The NCAA. The contract may be assigned directly between NCAA and the successful bidder. NCAA, or their selected representatives, shall be responsible for design guidelines, requirements **and** scheduling. The selected Contractor shall work as a team member with communication taking place through NCAA (or their selected representatives) and the successful bidder's Project Manager.

A Vendor Agreement will be provided to the successful bidder, at that time both parties will sign the Agreement which will be used as a contract in addition to this RFP and shall be a part of the final contract documentation.

The following pages outline the instructions to the bidders and the additional information provided to produce your proposals.

## A. Project Schedule

<b>SCHEDULE TASK/MILESTONE</b>	<b>COMPLETION DATE</b>
Documents Issued to Bidders	Tuesday, September 1 2015
Bidders Questions Due	Monday, September 7 2015
Bid Addendum Issued if required	Wednesday, September 9 2015
Bids Due as specified	Wednesday, September 16 2015
Bid Review Period	September 16 – September 21 2015
Preferred Contractor selected	Wednesday, September 16 2015
Contract finalization	Tuesday, September 22 2015

## **B. Instructions to Bidders**

### **1. Instructions**

#### **A. QUESTIONS about the RFP Terms & Conditions, RFP Process or the Submission of Materials in Attachment A or Attachment B:**

- EMAIL TO:  
**Risa Hall**  
Senior, Director of Community Relations  
2016 NCAA® Men's Final Four®  
rhall@houstonloc.org

#### **B. Submission of RFP Documents:**

Bidders shall submit complete Bid Documents, Pricing Form(s), proof of insurance and other required documents as outlined below.

Bids are due no later than as outlined in Section A and shall be submitted in the following formats:

- EMAIL WITH PDF ATTACHMENT CONTAINING THE BID DOCUMENTS SENT TO:  
**Risa Hall**  
Senior, Director of Community Relations  
2016 NCAA® Men's Final Four®  
rhall@houstonloc.org
- **IF DESIRED**, ONE (1) HARD COPY OF THE BID DOCUMENTS CAN BE DELIVERED NO LATER THAN THREE (3) DAYS AFTER THE SUBMISSION DEADLINE TO:  
**Risa Hall**  
NCAA Final Four Local Organizing Committee  
1331 Lamar Street, Suite 1050  
Houston, TX 77010  
713-929-9050

### **2. Pricing Form**

Bidders shall complete the Pricing Form in its entirety shown in Attachment A and such pricing form(s) shall be submitted via email as a PDF attachment. Bid emails and attachments shall have a 10 MB size limit.

### **3. Insurance Requirements**

Provide "proof of insurance" per Section C.5, page 8.

### **4. Proposal Documentation - Project Team, Project Plans and Information**

**4.1** Bidders shall attach a statement to their Pricing Form(s) that includes their specific proposed organization for this project, including the project manager, staff and experience of individuals on the team. In addition, bidders shall provide the following:

- Background and history of company/contractor and information on work with other major sporting/entertainment events similar in nature to the event. Reference checks and contact information for each event should be specified.
- A list of other contracted projects occurring during the same period as this contract (March 2016 through April 2016)
- We understand that the Contractor's product is available in many styles and dimensions. Therefore, submit cut-sheets and photos of goods and products proposed. The photos shall be 8-1/2 x 11 (minimum) size in order to adequately represent the materials proposed to be installed. The photos and cut sheets shall be used as a guide to accept or reject any materials installed on the project site.
- Indicate the age of the materials that will be installed.
- A list and brief summary of any current legal actions pending or threatened against the company.
- Size of staging area required for equipment load in, load out and storage.
- The Contractor shall indicate any exclusions, clarifications or modifications to the work scope outlined herein with the submittal of the Bid.

**4.2 Bidder shall provide lease rates that are inclusive of all:**

- Materials
- Installation
- Maintenance
- Crew expenses (travel, lodging, meals, per diem, etc.)
- Equipment and tools
- Hoisting
- Freight
- Transportation, loading and unloading
- Safety
- Administration and overhead
- Licensing/Permitting
- Management, design and installation support
- Insurance
- Taxes
- Any other items as detailed on enclosed Pricing Forms
- Initial cleaning
- Post event cleaning

The Bidder shall submit, with its proposal, unit cost pricing that will be used in the event that individual quantities are adjusted upward or downward from the total anticipated quantity.

Where practical, the Bidder may provide alternatives for cost saving measures as a part of its pricing for NCAA's consideration. Any cost savings for these alternatives and their benefits should be identified clearly in the proposal.

All pricing shall be provided to NCAA using the Pricing Form included in this package.

Respondents are at liberty and are encouraged to expand upon the specifications to evidence service capability under any proposal.

## **5. Invoicing and Payment Procedures**

The payment plan/schedule will be determined by NCAA and Contractor when contract is awarded. Contractor shall submit proposed payment schedule.

## **C. Special Conditions**

### **1. Project Contacts & Bidder Questions**

NCAA prefers that all questions from bidders be sent in e-mail format. All questions should be submitted no later than 5 pm (MDT) on September 16, 2015.

The points of contact for questions are:

**Risa Hall**  
rhall@houstonloc.org

### **2. Selection Criteria**

The Contractor(s) will be selected using (but not limited to) the following criteria:

- A. Ability to perform services and provide commodities for the term defined
- B. Experience and Reputation
- C. History in business
- D. Vendor financial strength
- E. Management and Staffing Organization
- F. Quality of Products and Services
  - o Contractor shall submit cut-sheets and photos of goods and products proposed. The photos shall be 8-1/2 x 11 (minimum size) in order to adequately represent the materials proposed to be installed. **The photos and cut sheets shall be used as a guide to accept or reject any materials installed on the project site.**
- G. Cost
- H. Demonstrated ability to work with related vendors and trades for a fully engineered, whole and complete installation.

The NCAA reserves the right to reject any and all bids and waive any irregularities. The contract may be awarded in whole or in part of any combination of the unit cost pricing line items. The NCAA reserves the right to select more than one contractor for the services described herein. The NCAA reserves the right to re-assign the contract to a General Contractor upon award of the project to the successful bidder. The NCAA further reserves the right to disclosure or non-disclosure of the outcome of the bidding process.

### **3. Changes**

Changes in the sizes, attributes, or quantities may occur as the designs are finalized. NCAA shall provide design documents to the Contractor; however because of the complexity of the project, changes may occur up until Event Week. The Contractor shall note any critical dates or milestones in advance when changes may trigger difficulties in providing stock.

Contractor shall provide, as a part of their bid, unit prices per module of the work. These unit prices will be used to adjust contract costs as necessary over the course of the project due to changes in quantities or features of the elements of the work.

### **4. Licenses**

The Contractor shall be properly licensed to perform all required work at the project sites throughout Houston, Texas.

### **5. Insurance and Letter of Credit**

The successful Contractor may be subject to the following requirements and must show proof of all such insurance coverage as described below by date to be determined by NCAA.

Contractor will purchase and maintain insurance and in addition require each subcontractor to purchase specific insurance that will protect Contractor, subcontractor, and the additional parties designated below from claims which may arise out of Contractor's operations or completed operations including the operations or completed operations of any subcontractor.

- 1(a) Statutory Workers' Compensation Insurance (including occupational disease) in accordance with the law.
- 1(b) Employer's Liability for US \$1,000,000 per accident and disease.
2. Commercial General Liability with a per occurrence limit for Bodily Injury and Property Damage of at least US \$1,000,000, per occurrence and \$2,000,000 in the aggregate, applicable to the services contemplated hereunder. The limit may be provided through a combination of primary and umbrella/excess liability policies.

Coverage will include and encompass at least broad form property damage, products liability and completed operations liability insurance coverage, and including coverage for contractual liability, independent contractors, personal and advertising injury.

3. Business Auto Liability insurance including owned, leased, non-owned and hired vehicles with combined single limits for bodily injury and property damage of US \$1,000,000 per occurrence. The limit may be provided through a combination of primary and umbrella/excess liability policies.
4. Professional Liability (Error & Omissions) insurance covering the entire term of the contract, including one (1) year beyond substantial completion with a limit not less than US \$5,000,000 per claim and in the aggregate. Said policy will be dedicated exclusively to the 2016 NCAA Final Four and will cover all subcontractors. If coverage is written on a "claims made" basis, the reporting should include a Discovery (Awareness) Clause. Policy should also contain an extended reporting period of not less than twelve (12) months beyond the coverage obligations stated in this provision.



5. Umbrella Liability in the amount of \$20,000,000.

With the exception of the Professional Liability, all liability coverage must be written on an occurrence form (as compared to "claims-made") and will be maintained without interruption from date of commencement to six (6) months subsequent to the completion of Bidder's obligations outlined in the contract.

All insurance policies will be maintained with insurance companies licensed to do maintaining a rating of "A" VII or better in most current edition of A.M. Best's Key Rating Guide.

Each policy, except the Worker's Compensation and the Professional Liability, will specifically name NCAA, all legal entities, related entities, subsidiaries, affiliates and each of their officers, directors, owners, governors, officials, employees, servants, agents, representatives, successors and assigns and any other required and requested parties as additional insured.

All insurance carried by Contractor will be primary and that any insurance carried by any additional insured will be excess and non-contributory. Contractor will require the same of any insurance carried by all subcontractors.

All policies, with the exception of the Professional Liability, will include a waiver of all rights of recovery against the additional insured parties, including their agents, officers, directors, and employees for any losses covered by the insurance maintained or required to be maintained under this contract and for any losses, which fall within insurance policy deductibles. Contractor will require of all subcontractors, by written agreement, similar waivers.

Contractor's insurance obligations are separate from, and in addition to, Contractor's indemnification obligations contained in the contract.

Bidder will be responsible to NCAA and their selected owner's representatives for the acts and omissions of subcontractors and their agents and employees, and any other persons performing any work under a contract with Bidder.

It is recommended that Bidder and all subcontractors secure and maintain property insurance necessary for protection against loss of owned, borrowed, or rented capital equipment and tools, including tools owned by employees, and any tools, equipment, stages, tower, field office trailer, or another temporary structure, and forms owned, borrowed, or rented by Bidder or any subcontractor. The recommendation to secure such insurance is solely for the benefit of Bidder and its subcontractors. Failure to secure such insurance or to maintain adequate levels of coverage will not obligate NCAA or its selected Owner's Representatives or any of its agents for any losses.

If selected to provide services at the 2016 NCAA Final Four, Contractor will deliver or cause the delivery of certificates of the foregoing insurance to NCAA and their selected owner's representatives (if applicable). Each such certificate of insurance will expressly provide that no less than thirty (30) days prior written notice will be given to NCAA and Populous in the event of material alterations to, or cancellation of, the coverage evidenced by such certificate of insurance.

A Letter of Credit or surety bond in the amount of the total contract, plus 10%, may be required to be provided before NCAA will issue a purchase order. This will be priced separately on enclosed pricing sheet. The successful bidder will be required to provide a payment and performance bond for the full amount of the contract.

## **6. Conflict of Interest**

The Contractor represents warrants and agrees that no member, officer or employee has any interest whatsoever with the NCAA that would cause direct or indirect benefit to that person or persons in any way from a contract entered into pursuant to this RFP.

## **7. Non-Discrimination**

The Contractor, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice as defined under applicable law. The Contractor shall also represent and warrant to the NCAA that it is an equal opportunity employer and to the extent reasonably possible, shall attract and retain minority participation in fulfillment of the Contractor's obligations under the agreement. All information shall be supplied to NCAA.

## **8. Codes**

Contractor will comply with all applicable federal, state and local codes, statutes, regulations and laws. In addition, without limiting the foregoing, Contractor shall be responsible for working within the parameters of any local ordinances or site-specific laws, rules, codes or regulations.

## **9. Industry Standards**

All work shall be performed in accordance with accepted industry standards.

## **10. Taxes**

Payment of any and all applicable taxes, fees, or other similar costs is the responsibility of the Contractor.

## **11. Contractor Safety Plan**

Contractor will maintain a Safety Plan. The Safety Plan will be consistent with industry standards. Contractor and its work force will act in a safe manner in carrying out the work at all times.

## **12. Pre-Construction Meeting**

The Contractor shall attend a Pre-Construction meeting either by teleconference or in person with NCAA and other parties prior to beginning any work on the 2016 NCAA Final Four sites. The meeting date and time will be determined at a mutually agreed time between the Contractor and NCAA.

## **13. Whole and Complete Installation**

The Contractor shall provide a whole and complete installation plan for all required commodities, equipment and materials including, but not limited to: transportation, delivery, permitting, installation, servicing, maintenance, removal and restoration.

The Contractor shall indicate any exclusions, clarifications or modifications to the work scope outlined herein with the submittal of their Bid.

In addition, any exclusions, clarifications or modifications to the work scope and/or pricing must be presented to and accepted by NCAA prior to the execution of a formal Agreement.

The installation schedule will be coordinated through NCAA or their chosen representatives.

#### **14. Event Dates and Working Hours**

During Installation period and Removal period, Contractor working hours shall comply with all City and local ordinances/regulations and be coordinated with NCAA. The Contractor shall assume that normal working hours are from 7:00 AM to 7:00 PM although the Contractor may work outside these hours if approved by NCAA and local authorities.

The 2016 NCAA Final Four will be held from April 2nd through April 4th, 2016. Contractor Event Day staff shall be sufficient as to properly respond to any required maintenance to Contractor equipment and commodities.

Installation period at NRG Park will begin on March 21, 2016.

Removal period at NRG Park will begin on April 5, 2016 and end approximately April 8, 2016.

#### **15. Contractor's Project Team**

All on-site Contractor personnel will have to submit to a security check and pass all required approvals as directed by NCAA. NCAA will request employee and related information as soon as the contract is awarded in order to comply with security requirements.

If subcontractors are to be utilized on project, then (a) Contractor must complete enclosed subcontractor acknowledgement forms with such information submitted with all other RFP information, (b) Contractor shall be responsible for ensuring that each such subcontractor complies with the applicable terms and conditions of any agreement between Contractor and NCAA (e.g., the Agreement), and (c) Contractor will be liable to NCAA for any damages caused by the acts or omissions of such contractor.

The NCAA expressly does not assume any responsibility or liability for the employment practices, policies or decisions of the contractor or any of its affiliates and their respective officers, directors, employees or agents.

#### **16. Parking**

The Contractor shall park all employee and work vehicles as directed by NCAA.

#### **17. Site Access and Staging**

Contractor will access the site and conduct all staging as directed by NCAA. Staging areas will be provided at or near the site. The cost for a site office will be the responsibility of Contractor. Contractor must provide dimensions of necessary footprint to be used for pre-construction, during construction and during the event. It is anticipated that staging of Contractor's equipment may begin after March 21, 2016 if necessary. Contractor will notify NCAA if staging for equipment is required prior to that date.

#### **18. Restroom Facilities**

NCAA shall provide access to existing facility restrooms or portable restrooms for use by the Contractor in the site area compounds.

## **19. Temporary Utilities**

The Contractor shall provide all required utilities required to complete the specified installation and operational scope of work. Contractor may utilize any temporary construction power that is available and within reasonable proximity to the work site(s) approved in advance by NCAA.

## **20. Site Security**

Security for the general site areas shall be provided by the NCAA or its authorized agents or designees. The Contractor shall notify NCAA of any specific security needs or requirements, over and above that which the NCAA provides. Any additional security costs shall be paid by the Contractor. Each respondent should specify in its proposal any additional security it will require for its personnel or material and equipment and cost for such security.

## **21. Security Procedures**

The Contractor and contractor's forces, subcontractors and vendors agree to submit to all NCAA security procedures and processes. The Contractor will be required to provide a list of all workers at a time specified by the NCAA, including but not limited to, name, social security number, current address and photo identification (Driver's License) for a security check and appropriate credential. NCAA Security may reject any worker based on the background security check. The security process will also include Event Day vehicle screening procedures and periodic checks once the Contractor arrives on site. If you do not have a staff member credentialed, they will not be allowed on site once the credentials go into effect.

At the full discretion of Law Enforcement, vehicle screening for 2016 NCAA Final Four will take place approximately one week prior to Event Days. All vehicles entering the secure perimeter must be on the vehicle manifest and will be required to be fully screened by security personnel. The contractor shall be responsible for completing the vehicle delivery manifest information and supplying it to NCAA Transportation, in accordance with the NCAA's vehicle manifest on a daily basis in order to help minimize Contractor's waiting times.

## **22. Condition of Equipment and Commodities**

All equipment shall be either new or like new in quality and appearance. All equipment delivered to the site is the responsibility of the Contractor and shall be free of damage or noticeable repairs. Any shortages, breakage, or damage of equipment owned by the Contractor shall be the sole responsibility of the Contractor. Any equipment that is unacceptable, based on the sole discretion of NCAA, shall be replaced by the Contractor at the Contractor's expense.

NCAA approval is required on all equipment and/or commodities, based on the submittals. Any substitutions after submittal approval must be approved by NCAA.

### **23. Installation and Logistics Equipment**

All installation and logistics equipment, including but not limited to cranes, bobcats, golf carts, radios, and other related equipment for install and removal shall be provided by the Contractor and coordinated with NCAA.

### **24. Ownership**

If the Contractor is not the owner of 100% of the equipment and/or commodities rented to the NCAA, then Contractor must supply all relevant information concerning the owning parties, along with a list of the equipment and/or commodities they will be supplying. If contractor will be utilizing labor force from another contractor, this must be disclosed.

### **25. Failure to Perform**

NCAA or their selected representatives will establish a work/performance schedule for Contractor. Should Contractor not meet the schedule, or if in the opinion of NCAA or their selected representatives, Contractor is not performing satisfactory work on the project, NCAA will take such steps as are available to it under contract and at law.

If either party to the proposed contract fails to perform its obligations in some manner that causes financial hardship to the other party, the injured party will be compensated in an amount equal to its documented costs plus potential damages for failure to perform. Additional remedies for Contractor's material failure to perform will be set forth in the Vendor Agreement.

Penalties for failure to perform and meet deadlines will be meted out on a service/unit item cost basis.

### **26. Right to Cure**

The parties understand that in the event of a material breach by Contractor, NCAA could potentially suffer significant and irreparable damages financially, in public relations and to reputation that could not be offset by monetary liquidated damages. Unless otherwise set forth in the Vendor Agreement, the following obligation and right to cure shall apply to any material breach by Contractor: Upon recognition of any actual or pending non-performance by Contractor, NCAA or Contractor (as applicable) will immediately notify the other party of the actual or potential breach. Contractor will then immediately, within 24 hours or less, provide NCAA with a plan to cure and proof of Contractor's ability to do so, and will thereafter use best efforts to do so. NCAA will use good faith efforts in its review of the plan and will meet directly with Contractor to resolve any outstanding issues. Thereafter, if NCAA, in its and/or their sole discretion, determines that Contractor will be unable to meet its obligations in a timely and reasonable manner, have the right to issue a stop work notice and assume the responsibilities of the contract on an immediate basis. Contractor will not be entitled to any further payments or compensation. Payment will be made only on Contractor's accepted and completed work. Any deposits paid to Contractor will be refunded to NCAA.

### **27. Damages**

Contractor is solely responsible for repairing or providing payment to repair any and all damages to the site/facility caused by Contractor. NCAA will determine when such damages occur and requirements to cure such damages.

## **28. Withholding of Payments**

NCAA may, at its sole discretion, withhold payment for work that is not in accordance with the plans or terms and conditions, in an amount that is in proportion to the non-compliant work.

## **29. Dispute Resolution**

All disputes between NCAA and Contractor will be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles regarding conflicts of law. Contractor and NCAA shall use good faith efforts to agree upon any matter that requires their mutual consent through negotiation by the principals of Contractor and NCAA. In the event such claim, dispute or other matter is not resolved through negotiation, the parties agree to resolution through mediation prior to litigation.

## **30. Payment Schedule**

The payment plan/schedule will be determined by NCAA and Contractor after the contract is awarded.

All work is expected to be completed on time and within contracted and negotiated budget.

## **31. Work by Others & Exclusions**

Several bid packages and procurements will be awarded for work on 2016 NCAA Final Four. These may include but are not limited to seats, electrical, plumbing, fencing, portable restrooms, dumpsters, carpentry, cleaning, walking surfaces, FF&E, night/decorative lighting, and scaffold.

Bidders are encouraged to submit bids on as few or as many separate commodity packages as they are capable of supplying and performing.

Selected contractor or contractors shall coordinate, as required, with NCAA and other contractors to ensure a complete and full installation of all work components. This coordination may include but is not limited to collaboration on structural detailing of separate components to ensure structural stability of joined products (i.e. Structure on scaffold, seats on scaffold, cabins on scaffold). Also on-site meetings, telephone conferences and electronic mail as required to communicate and collaborate.

Contractor shall coordinate so as to comply with all completion schedules and to not delay or impede other contractors from completing their work. Contractor may be subject to claims for damages made to NCAA by other contractors in the event that his non-performance and/or non-coordination results in added costs to other contractors.

## **32. Scheduling and Coordination of the Work**

All work on site will be strictly coordinated and scheduled by NCAA. Contractor shall provide NCAA with all complete works schedules and work plans prior to commencing work.

## **33. Use of the Marks, Logos, Themes, or Identification with the NCAA and the 2016 NCAA Final Four**

Neither Contractor nor its subcontractors will have any right to utilize the trademarks, service marks, logos, symbols, emblems, designs and colors or other identifications of NCAA or the 2016 NCAA Final Four (the "Marks"), except to the extent necessary for the fulfillment of its obligations

with respect to the services/commodities in **Attachment B** and except as authorized by the NCAA prior to any such use. Without limiting the foregoing, (a) Contractor and its subcontractors will not produce any advertising, marketing, commercial or promotional items/materials that utilize, in any form, the Marks, and (b) Contractor will not make reference to its relationship to NCAA or the 2016 NCAA Final Four, either verbally or in writing, without prior written approval by NCAA. All good will associated with Contractor's use of the Marks will inure to the benefit of the owning party.

### **34. Indemnification**

The Contractor agrees to indemnify, defend and hold harmless NCAA, Populous, NRG Park, 2016 NCAA Final Four, their consultants, affiliates and subsidiaries, and each of their respective directors, officers, shareholders, employees and agents, from and with respect to any claims, demands, suits, liabilities, judgments, obligations, causes of action, penalties, costs, expenses or damages of any kind or nature, including without limitation reasonable attorney's fees or disbursements, arising out of or relating to (1) Contractor's performance or failure to perform its obligations under this Agreement; (2) Contractor's breach of any warranty or representation made hereunder or under the applicable Vendor Agreement; or (3) any negligent or wrongful act or omission (or alleged act or omission) of the Contractor or its subcontractors in connection with the services to be provided hereunder and the applicable Vendor Agreement. For the purposes hereof, neither the Contractor nor any subcontractor retained by the Contractor shall be deemed to be a subcontractor or agent of the NCAA.

### **35. Time of the Essence**

Contractor acknowledges that the time set for holding the 2016 NCAA Final Four cannot be changed. Accordingly, time is of the essence with respect to Contractor's fulfillment of its obligations. If it is likely that any agreed-upon schedule for the Services may not be met by Contractor, Contractor shall give NCAA immediate written notice of such likelihood. Contractor's failure to meet such a schedule will constitute an event of default, allowing NCAA the right to issue a Stop Work notice and assume the responsibilities of the contract on an immediate basis, in which case NCAA will have the remedies and Contractor will have the obligations described in paragraph C.25 above.

### **36. Notification**

Contractor shall immediately notify NCAA if they intend to seek additional Work with any 2016 NCAA Final Four-related projects. If successful in contracting additional Work, Contractor shall represent and warrant that the Work will in no way impact the Work under contract through NCAA. NCAA has the right to terminate the contract if, in its sole and absolute discretion, it determines that the Contractor's Work may adversely affect the services to be rendered in connection with the 2016 NCAA Final Four pursuant to the Agreement.

### **37. Vendor Agreement**

The Contractor(s) selected to perform work will be required to execute the Vendor Agreement referenced above with the NCAA. By submitting a proposal in response to this RFP, Contractor agrees that the terms of these Special Conditions, and any attachments herein, will be incorporated by reference into any such Vendor Agreement, provided that, in the event of a conflict between the Vendor Agreement and these Special Conditions, the terms of the Vendor Agreement will govern (unless otherwise specifically indicated otherwise in the Vendor Agreement). Notwithstanding the foregoing, until such time as the selected Contractor enters into the Vendor Agreement with NCAA, Contractor will be bound and agrees to comply with these

Special Conditions. The bid package or bid proposal form and all attachments shall be a part of the contract.

**38. No Obligation to Proceed**

Contractor understands that nothing contained in this RFP in any way obligates NCAA to produce the 2016 NCAA Final Four at NRG Stadium or otherwise, and that any time and resources (including financial) expended by Contractor in responding to NCAA in connection with this RFP is at Contractor's risk.

Attachments provided by NCAA as part of this document:

Attachment A: Pricing Form (attached to RFP)

Attachment B: Schedule of SERVICES/COMMODITIES



**ATTACHMENT A – PRICING FORMS**  
**2016 NCAA Final Four**

**PRICING FORM**

To: **Risa Hall**  
NCAA Final Four Local Organizing Committee  
1331 Lamar Street, Suite 1050  
Houston, TX 77010

From: **Name of Bidder (Company):** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Project Manager Name:** \_\_\_\_\_  
**Address Line #1 of Bidder:** \_\_\_\_\_  
**Address Line #2 of Bidder:** \_\_\_\_\_  
**City, State, and Zip Code of Bidder:** \_\_\_\_\_  
**Phone Number of Bidder:** \_\_\_\_\_  
**Fax Number of Bidder:** \_\_\_\_\_  
**Contact Email:** \_\_\_\_\_  
**Project Manager Email:** \_\_\_\_\_

The undersigned, hereby proposes to provide all labor, materials, tools, equipment, management, and other required services necessary to complete the work as specified in this Bid Package for the 2016 NCAA Final Four.

We have included unit costs on page 2 of this Pricing Form to be used for determining the total Contract price.

**Submitted By (Signed):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**This bid will include any and all applicable taxes (Signed):** \_\_\_\_\_  
**\*Bids without taxes included will automatically be disqualified from bidding process.**

**Indicate whether the unit pricing submitted will remain valid through the end of the contract regardless of increases or decreases in quantities.**

\_\_\_\_\_ **Yes**, pricing submitted herein will remain valid through the end of the contract regardless of increases or decreases in quantities.

\_\_\_\_\_ **No**, pricing may be required to be revised due to increases or decreases in the quantities.

**ATTACHMENT A – PRICING FORMS**  
**2016 NCAA Final Four**

**PRICING FORM (page 2)**

**\*Please list any other sizes you may use other than those listed below.**

**UNIT COSTS**

Bidders shall provide unit costs that include all related costs including but not limited to planning, delivery, rental, installation, and removal. Unit costs must include all taxes, fees, permits and any surcharges. If the unit size does not correspond to the contractor's inventory, then the contractor shall strike through the unit size shown and hand write the unit size that corresponds to the contractor's inventory. See **Attachment B** for the preliminary unit quantities.

Indicate that the equipment referenced below is 100% fully owned by your company.

\_\_\_\_\_ **Yes**, all equipment referenced above is fully owned by our company.

\_\_\_\_\_ **No**, not all of the equipment referenced above is fully owned by our company.

A preliminary list of requirements is included in **Attachment B**. However, it is anticipated that the quantities may be increased or reduced based on changing needs of NCAA. The baseline requirements will be provided to the Contractor per the Project Schedule (see section A). The final quantity and descriptions will be developed with the contractor after final orders are received per the Project Schedule (see section A), with the possibility of minor changes occurring per schedule, See Section A, Project Schedule.

<u>Description</u>	<u>Cost</u>

# **ATTACHMENT B**

## **Photographer Services**

### **2016 NCAA® Men's Final Four®**

#### **SCOPE OF WORK**

The Houston Local Organizing Committee is seeking a qualified photographer service company that will effectively address the photography needs of the 2016 NCAA Men's Final Four based on the following:

1. Capturing HD images per the specifications below of all community initiatives, marketing and fan events for or related to the 2016 Men's Final Four, in accordance with the schedule provided by the NCAA (please reference preliminary schedule below, subject to change).

Footage specifications:

- Preferred format: Hi-res JPEG images
2. Provide the HLOC & NCAA all images captured within 2 hours of shooting time for social media purposes through DropBox or similar File Sharing system to be mutually agreed upon among the parties involved.
  3. To the extent required by law or as otherwise necessary or requested by the NCAA, obtain "use of likeness" releases and any other applicable consents or permissions on behalf of, and as approved by, the NCAA from individuals that are shown in videos.
  4. A sample portfolio of past work.
  5. Using the Tentative Event Schedule on the following pages, please provide a cost per photographer for each event (some events may require more than one photographer). Where no time is shown, please provide a cost per hour per photographer.

#### **Tentative Event Schedule**

##### **Community Programs**

Read to the Final Four Launch

- Thursday, September 24<sup>th</sup>
- Location: Blackshear Elementary
- Timing: 10:00 – Noon

Volunteer Launch

- Monday, November 2<sup>nd</sup>
- Location: TBD
- Timing: TBD

##### **Marketing Events**

- Various Grassroots events throughout the fall, no more than 1 per week
- Season Tipoff Event
  - Friday, October 2<sup>nd</sup>
  - Location: Market Square Park – Downtown Houston
  - Timing: 5:00 – 9:00 PM
- The Woodlands Children's Festival
  - November 8<sup>th</sup> & 9<sup>th</sup>
  - Location: Cynthia Woods Mitchell Pavilion
  - Timing: TBD
- Thanksgiving Day Parade
  - November 26<sup>th</sup>
  - Location: Downtown
  - Timing: TBD

- Zoo Lights
  - o Between November 20<sup>th</sup>-January 2<sup>th</sup> (one-day)
  - o Location: Houston Zoo
  - o Timing: TBD
- Houston Marathon
  - o January 17<sup>th</sup>
  - o Location: Downtown Houston
  - o Timing: TBD
- Selection Sunday Party
  - o March 12<sup>th</sup>
  - o Location: Discovery Green
  - o Timing: late afternoon - evening

## **Final Four Week**

### ***Tuesday, March 29<sup>th</sup> /Wednesday, March 30<sup>th</sup>***

- Team Arrival A
- Team Arrival B
- Team Arrival C
- Team Arrival D
  - o Location: Team Hotels
- Court Dedication
  - o Location: TBD

### ***Friday, April 1<sup>st</sup>***

- Final Four Friday – Open Practices
  - o Location: NRG Stadium
  - o Timing: 4 hours, mid morning
- Tip Off Tailgate
  - o Location: NRG Stadium Blue Lot
  - o Timing: 5 hours, afternoon
- Fan Fest
  - o Location: George R. Brown
  - o Timing: 4 hours, late afternoon/evening
- Final Four Friday – All Star Game
  - o Location: NRG Stadium
  - o Timing: late afternoon
- Music Fest
  - o Discovery Green
  - o Timing: 9:00 PM – 11:00 PM

### ***Saturday, April 2<sup>nd</sup>***

- Final Four Four Miler Race
  - o Location: Downtown Houston
  - o Timing: morning
- NCAA Youth Clinics
  - o Location: Various locations in Houston
  - o Timing: morning
- Fan Fest
  - o Location: George R. Brown
  - o Timing: late morning/early afternoon
- Tip Off Tailgate
  - o Location: NRG Stadium Blue Lot
  - o Timing: 5 hours, afternoon
- Music Fest
  - o Discovery Green
  - o Timing: multiple shows from the afternoon through the evening
- Final Four Coaches Club

- Location: TBD Hotel
  - Timing: afternoon
- The NCAA Experience Fan Hospitality
  - Location: Tip off Tailgate/NRG Stadium
  - Timing: late afternoon
- Coach Appearances
  - Location: Tip Off Tailgate (NRG Stadium)
  - Timing: afternoon
- Various in game activations
  - Location: NRG Stadium gates, concourses & stadium floor
  - Timing: from beginning of game 1 through game 2

**Sunday, April 3<sup>rd</sup>**

- Final Four Dribble
  - Location: Downtown
  - Timing: morning
- Fan Fest
  - Location: George R. Brown
  - Timing: afternoon – evening
- Music Fest
  - Location: Discovery Green
  - Timing: late afternoon through night
- Guardians of the Game Awards Show
  - Location: TBD
  - Timing: night

**Monday, April 4<sup>th</sup>**

- Fan Fest
  - Location: George R. Brown
  - Timing: afternoon – evening
- The NCAA Experience Fan Hospitality
  - Location: Tip off Tailgate/NRG Stadium
  - Timing: late afternoon
- Tip Off Tailgate
  - Location: NRG Stadium Blue Lot
- Various in game activations
  - Location: NRG Stadium Gates
  - Timing: from beginning of game 1 through game 2
- Trophy presentation
  - Location: winning team's hotel
  - Timing: postgame