

# **STATE OF NORTH CAROLINA**

**University of North Carolina at Wilmington**

**Request for Proposal #: RFP 72-PCWP26001**

**Multi-Media Rights, Ticket Sales, Marketing, and Sponsorship  
Program for University Athletics**

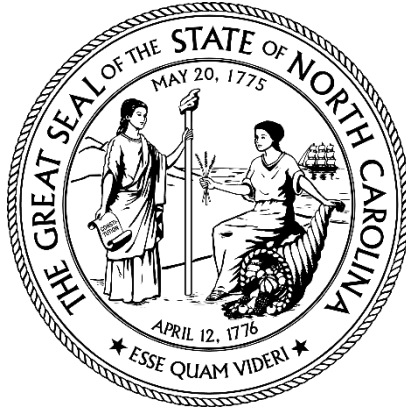
**Date of Issue: July 17, 2025**

**Proposal Opening Date: August 21, 2025**

**At 10:00 AM ET**

**Direct all inquiries concerning this RFP to:**

Carol W. Page  
Purchasing Services  
Email: [pagec@uncw.edu](mailto:pagec@uncw.edu)  
Phone: 910-962-3190



## STATE OF NORTH CAROLINA

### Request for Proposal #72-PCWP26001

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For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

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Vendor Name

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Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina-registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

Sealed, mailed responses ONLY will be accepted for this solicitation.

<b>STATE OF NORTH CAROLINA</b> <b>University of North Carolina at Wilmington</b>	
<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> <b>Carol W. Page, Purchasing Services</b>	<b>Request for Proposal #: RFP 72-PCWP26001</b> <b>Proposals will be opened: 08/21/2025 10:00 AM ET</b>
<b>Requisition No.: 203456796</b>	<b>Commodity No. and Description: 80141600</b> Management & Business Professionals & Administrative Services. Sales & business promotion activities
<b>Agency Contract</b>	

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

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

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and,
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTIONS TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document. **Failure to execute/sign proposal prior to submittal may render proposal invalid, & it MAY BE REJECTED. Late proposals shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL-FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Proposal Number: RFP 72-PCWP26001

Vendor: \_\_\_\_\_

**VALIDITY PERIOD**

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of UNCW)**

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## **1.0 PURPOSE AND BACKGROUND**

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The University of North Carolina Wilmington (UNCW) is seeking proposals from qualified firms to enhance its athletic program through improved Multi-Media Rights (MMR) revenue, ticket operations efficiencies, and sales. This Request for Proposal (RFP) aims to identify a Vendor capable of providing both MMR sponsorship and ticket sales services to support UNCW Athletics. The selected Vendor will play a crucial role in driving sponsor ROI, increasing MMR revenue, and optimizing ticket operations.

UNCW is committed to providing top-tier experiences for its sponsors, fans, and student-athletes. As part of this commitment, UNCW is looking for a Vendor with proven expertise in managing MMR sales and ticket operations for university athletic programs. The successful Vendor will demonstrate technical capabilities, a strategic approach to services, and a track record of success with similar or larger university athletic programs.

The purpose of this RFP is to outline the scope of work and evaluation criteria for selecting the best Vendor to partner with UNCW Athletics. The selected Vendor will be expected to deliver high-quality services that align with UNCW's goals and objectives, as well as comply with University and State standards and policies, ensuring the best return on investment for the university.

For more information about UNCW Athletics and the University in general, please visit our website at [UNCW.edu](http://UNCW.edu).

For information about the use of UNCW marks and logos: <https://uncw.edu/myuncw/about/brand/>

For information about licensing: <https://uncw.edu/seahawk-life/services/auxiliary-services/licensing-trademarks/>

Historical sales data may be found below in section 5.1.

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

### **1.1 CONTRACT TERM**

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date") or [insert date], whichever is later.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## **2.0 GENERAL INFORMATION**

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### **2.1 REQUEST FOR PROPOSAL DOCUMENT**

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

### **2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS**

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

### 2.3 TENTATIVE RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	07/17/2025
Submit Written Questions	Vendor	07/28/2025 12:00 Noon ET
Provide Response to Questions (Tentative)	State	08/04/2025
Submit Proposals	Vendor	08/21/2025 10:00 AM ET
Finalist Zoom Interviews (Tentative)	Both Parties	Week of 09/08/2025
Contract Award (Tentative)	State	Week of 09/15/2025

### 2.4 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [pagec@uncw.edu](mailto:pagec@uncw.edu) by the date and time specified above. Vendors should enter “RFP 72-PCWP25001: Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction, or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with

this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

**2.5 PROPOSAL SUBMITTAL**

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

[By Mail / Courier]

Mailing address for delivery of proposal via US Postal Service:	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
Proposal Number: 72-PCWP26001 University of North Carolina at Wilmington Attn: Carol Page, Purchasing Services 601 South College Road Wilmington, NC 28403-5615	Proposal Number: 72-PCWP26001 University of North Carolina at Wilmington Attn: Carol Page, Purchasing Services 5129 Lionfish Drive Wilmington, NC 28403

**CAUTION:** For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State’s Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, or email in response to this RFP shall NOT be accepted.**

- a) Submit a signed, original executed proposal response, two [2] of photocopies, one [1] un-redacted copies on CD, DVD or flash drive and, if required, one [1] redacted (Proprietary and Confidential Information Excluded) copies on CD, DVD or flash drive of your proposal simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) Copies of proposal files must be provided on separate read-only CD’s, DVD’s or flash drives. File contents shall NOT be password protected, but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

Volume One must contain the entire Technical and Cost Proposal, including any proprietary information, and have the following label affixed to the disc: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words “Volume One - Technical and Cost Proposal Non-Redacted.”

The file must contain the entire Technical and Cost/Revenue Proposal, including any proprietary information. If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED PFD copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate

information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s).

Critical updated information may be included in Addenda to this RFP and such Addenda will be sent by email from: [pagec@uncw.edu](mailto:pagec@uncw.edu). It is important that all Vendors responding to this RFP monitor email for Addenda that may be issued before the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

## 2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number, and authorized representative along with the Proposal Number.
- c) Completed and signed versions of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications of this RFP.
- f) Completed version of ATTACHMENT A: PRICING
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.7 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal # \_\_\_ [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond

with various offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## **2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below, which are incorporated herein by this reference.

## **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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### **3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one, or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

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

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### **3.3 PROPOSAL EVALUATION PROCESS**

Only responsive submissions will be evaluated.

**The State will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened, and all offers (except those that have been previously withdrawn or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. As negotiation is anticipated, cost and price shall not become available for public inspection until the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification, and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

### **3.4 EVALUATION CRITERIA**

In addition to the general criteria in G.S. 143-52, which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and an award made based on considering the following criteria, to result in an award most advantageous to the State:

1. Pricing structure, financial feasibility, and overall, the best return to UNCW (30%).
2. Vendor technical capabilities and approach to services (25% of overall score).
3. Vendor qualifications, experience, and success with other University Athletic programs similar or larger than UNCW (20% of overall score).
4. Quality and comprehensiveness of proposed program to increase sales, marketing impact, and sponsor development (20% of overall score).
5. Willingness of the firm to accept North Carolina General Terms and Conditions without exception and in their entirety (5%).

### **3.5 PERFORMANCE OUTSIDE THE UNITED STATES**

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

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property

- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### **3.6 INTERPRETATION OF TERMS AND PHRASES**

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

## **4.0 REQUIREMENTS**

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This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

### **4.1 PRICING**

Proposal price shall constitute the total cost/revenue to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: FINANCIAL PROPOSAL AND QUESTIONS TO VENDOR and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

### **4.2 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

### **4.3 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically

Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

#### **4.4 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

#### **4.5 REFERENCES**

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

#### **4.6 BACKGROUND CHECKS**

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

#### **4.7 PERSONNEL**

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

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

#### **4.8 VENDOR'S REPRESENTATIONS**

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer

and telecommunications equipment, software, supplies, and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.9 QUESTIONS TO VENDORS**

Vendor shall respond to each of the questions that appear in Attachment A. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

**4.10 AGENCY INSURANCE REQUIREMENTS MODIFICATION**

University default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- a) **Employer’s Liability** \$1,000,000
- b) **Commercial General Liability** \$2,000,000 Combined Single Limit
- c) **Automobile**
  - \$1,000,000 Bodily injury and property damage
  - \$1,000,000 Uninsured/underinsured motorist
  - \$ 1,000 Medical payment

**5.0 SPECIFICATIONS AND SCOPE OF WORK**

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**5.1 GENERAL**

The University of North Carolina Wilmington (UNCW) seeks a qualified Vendor to provide comprehensive services in ticket sales, Multi-Media Rights (MMR) management services, and sponsorship development and management for its Athletics Department. This engagement will encompass outbound ticket sales, sponsorship acquisition and fulfillment, and the day-to-day management of the Athletics Ticket and MMR Office.

The offices are located on UNCW’s main campus in the Athletics footprint and maintain standard business hours, excluding University holidays and game days. The selected Vendor will be expected to assume responsibility for these operations, providing on-site personnel to ensure efficient service delivery and enhanced revenue generation.

The vendor’s proposal should include a detailed staffing model, including roles, compensation, proposed transition or retention plans, and reporting structure. The proposal may show the employees as employees of the vendor, but this is not a strict requirement and will be evaluated by position and UNCW’s preference to retain said employees in those positions.

The proposal should also include biographies of key personnel who will be assigned to and support the UNCW account, along with a description of their relevant experience and qualifications.

UNCW utilizes Paciolan as its online ticketing platform, with a contract in place through June 30, 2028. Additional systems currently in use include SeatGeek and SideArm Sports, which are expected to remain active. The Vendor must demonstrate the ability to integrate with these platforms and manage ticketing operations in a manner that is seamless and compliant with university standards.

UNCW currently handles all accounts receivable and payable internally, which is open to the vendor's proposed structure.

In addition to managing the operational aspects of the ticket office, the awarded Vendor will deliver a robust program to increase ticket sales, enhance customer experience, and increase revenue. This includes, but is not

limited to, the development and execution of a comprehensive sales and marketing strategy, leveraging digital and grassroots channels, and incorporating data-driven pricing models and secondary market strategies.

The Vendor should also outline its approach to sponsor development, including methods for identifying, acquiring, and retaining sponsors. Proposals should address how the Vendor will collaborate with UNCW’s marketing and communications teams to ensure brand alignment and effective asset fulfillment, both in-game and through digital platforms.

The Vendor will be expected to provide regular reporting on performance metrics, including sales activity, revenue generation, and customer engagement. The ability to adapt strategies based on data and feedback will be essential to the success of this partnership.

Finally, the Vendor must confirm its willingness to accept the North Carolina General Terms and Conditions without exception and in their entirety. This includes compliance with all applicable state procurement policies and contractual obligations.

**Historical Sales**

Sales are reported in the fiscal year from July 1 through June 30.

	2021-22	2022-23	2023-24*	2024-25**
MMR/Sponsorship Sales	\$375,847	\$500,762	\$628,282	\$735,899
<b>Ticket Sales</b>				
Men's Basketball	360,920	629,497	794,394	778,358
Women's Basketball	10,599	19,544	22,032	34,279
Baseball	96,917	123,861	153,736	180,672
Men's Soccer	11,916	15,423	18,003	19,937
Women's Soccer	8,069	9,032	10,602	10,392
Seahawk Pass	26,952	39,906	38,720	41,698
Other - MBB MTE/CAAs			61,711	143,374
<b>Total Ticket Sales</b>	<b>\$515,373</b>	<b>\$837,264</b>	<b>\$1,097,488</b>	<b>\$1,208,710</b>

\*Hosted CAA Baseball & Softball Championships increased ticket sales by \$61k.

\*\*Estimated as FY ends on June 30<sup>th</sup>.

**5.2 PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

**5.3 TECHNICAL APPROACH**

Vendor’s proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

**6.0 CONTRACT ADMINISTRATION**

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

## **6.1 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of the State, shall be required to meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost-saving ideas, and discuss any other pertinent topics.

## **6.2 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost or enhance revenue to the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

## **6.3 PERIODIC STATUS REPORTS**

The Vendor shall be required to provide Management Reports to the designated Contract Lead on a mutually agreed upon basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated; and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well-organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Purchasing Agency. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within ten (10) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

## **6.4 ACCEPTANCE OF WORK**

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

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

Services conform with the specifications herein, including NC General Terms and Conditions, industry standards, and to the full satisfaction of the UNCW Contract Administrator.

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

## **6.5 FAITHFUL PERFORMANCE**

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment

contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

## **6.6 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## **6.7 DISPUTE RESOLUTION**

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

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

## **6.8 CONTRACT CHANGES**

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

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

## 7.0 ATTACHMENTS

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### **\*\*IMPORTANT NOTICE\*\***

**RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**  
 FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

#### **ATTACHMENT A: FINANCIAL PROPOSAL AND QUESTIONS TO VENDOR**

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1. FINANCIAL PROPOSAL (30% of overall score)  
 Complete and return the Pricing associated with this RFP in the table below. Additional pages may be added.

<i>Line #</i>	<i>DESCRIPTION</i>	<i>Amount</i>	<i>Unit of Measure /Rate</i>	<i>Extended</i>	<i>Remarks</i>
1					
2					
3					
4					
5					
6					
7					

2. QUESTIONS TO VENDOR:  
 The following questions will be used to evaluate Vendor proposals. Vendors shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process and **should be submitted in the order presented below.**
  - a. Vendor technical capability and approach to services: (25% of overall score)
    - Describe the program’s kick-off, onboarding, program launch, and implementation process.
    - Describe staffing model, organizational structure, roles and responsibilities, employee benefits and compensation, training, background checks, and bonding (if applicable).
    - Describe day-to-day operations.
    - Describe the level of support (if any) required from UNCW.
  - b. Vendor qualifications and experience, and success with other University programs similar or larger than UNCW (20% of overall score).
    - Provide brief company history.
    - Provide resumes of key personnel who will be assigned to UNCW’s account.
    - Provide a narrative about three recent programs that demonstrate your firm’s ability to execute this program successfully.
  - c. Quality and comprehensiveness of proposed program to increase sales, marketing impact, and sponsor development (20% of overall score)
    - Describe methods and strategies to improve UNCW ticket sales.

- Describe methods and strategies to boost sponsorships.
  - Describe your past experience leveraging secondary markets.
- d. Willingness to accept NC General Terms and Conditions without exception and in their entirety (5% of overall score).

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#### **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

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#### **ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS**

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

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

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#### **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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

<https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open>

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#### **ATTACHMENT E: CUSTOMER REFERENCE FORM**

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

<https://www.doa.nc.gov/pc-customer-reference-template-attachment-e-pdf/open>

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#### **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

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

<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

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#### **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

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

[www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open](https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open)

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**\*\*\* Failure to Return the Required Attachments May Eliminate  
Your Response from Further Consideration \*\*\***