



STATE OF NORTH CAROLINA

East Carolina University

Invitation for Bid #: 56-2504JWIFB

Event Staffing Services

Date of Issue: March 23, 2026

Bid Opening Date: May 5, 2026

At 2:00 P.M. EDT

Direct all inquiries concerning this IFB to:

Janice Weaver

Purchasing Specialist

Email: weaverja18@ecu.edu

Phone: 252-328-6434



STATE OF NORTH CAROLINA

Invitation for Bid

56-2504JWIFB

For internal State agency processing, including tabulation of bids, 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 bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

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

STATE OF NORTH CAROLINA East Carolina University	
Refer <u>ALL</u> Inquiries regarding this IFB to: Janice Weaver, Purchasing Specialist 252-328-6434, weaverja18@ecu.edu	Invitation for Bid #: 56-2504JWIFB
	Bids will be publicly opened: May 5, 2026 @ 2:00 P.M. EDT
Using Agency: East Carolina University	Commodity No. and Description: 99046 Event Staffing Services
Requisition No.: Contract	

EXECUTION

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid 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 bid, 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 IFB, 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 IFB, 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 bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids 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:

Bid Number: 56-2504JWIFB

Vendor: _____

VALIDITY PERIOD

The 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 IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, 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 East Carolina University)

Contents

- 1.0 PURPOSE AND BACKGROUND5**
- 1.1 CONTRACT TERM5**
- 2.0 GENERAL INFORMATION.....5**
- 2.1 INVITATION FOR BID DOCUMENT.....5**
- 2.2 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS.....5**
- 2.3 IFB SCHEDULE6**
- 2.4 PRE-BID CONFERENCE6**
- 2.5 BID QUESTIONS.....7**
- 2.6 BID SUBMITTAL7**
- 2.7 BID CONTENTS8**
- 2.8 ALTERNATE BIDS.....8**
- 3.0 METHOD OF AWARD AND BID EVALUATION PROCESS8**
- 3.1 METHOD OF AWARD.....8**
- 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....8**
- 3.3 BID EVALUATION PROCESS9**
- 3.4 PERFORMANCE OUTSIDE THE UNITED STATES9**
- 3.5 INTERPRETATION OF TERMS AND PHRASES.....10**
- 4.0 REQUIREMENTS10**
- 4.1 PRICING.....10**
- 4.2 INVOICES.....10**
- 4.3 FINANCIAL STABILITY10**
- 4.4 HUB PARTICIPATION11**
- 4.5 BACKGROUND CHECKS.....11**
- 4.6 PERSONNEL.....13**
- 4.7 VENDOR’S REPRESENTATIONS13**
- 4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION14**
- 5.0 SPECIFICATIONS AND SCOPE OF WORK14**
- 5.1 SCOPE OF WORK14**
- 6.0 CONTRACT ADMINISTRATION.....18**
- 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE18**
- 6.2 POST AWARD PROJECT REVIEW MEETINGS18**
- 6.3 CONTINUOUS IMPROVEMENT18**

6.4 TRANSITION ASSISTANCE18

6.5 DISPUTE RESOLUTION19

6.6 CONTRACT CHANGES19

7.0 ATTACHMENTS20

ATTACHMENT A: PRICING.....20

ATTACHMENT B: INSTRUCTIONS TO VENDORS21

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS21

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION21

ATTACHMENT E: CUSTOMER REFERENCE FORM21

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR21

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION21

1.0 PURPOSE AND BACKGROUND

East Carolina University is requesting proposals for providing staffing services for events associated with or located on the campus of East Carolina University. This contract will include, but is not limited to, scheduled Athletic events, performance events, and other high traffic University sponsored events. Crowd management services shall include the management of parking, traffic enforcement, ticket collection, ushering, and unarmed security (if applicable), for events held at East Carolina University.

The main events will include football, basketball, baseball, and special guest/artist performances. Athletic facilities include Dowdy-Ficklin Stadium (football) with a seating capacity of 50,000, Clark LeClair Stadium (baseball) with a seating capacity of 5,000 and Williams Arena at Mingos Coliseum (basketball) with a seating capacity of 8,000. Max R. Joyner Family Stadium (softball) has a seating capacity of 1,000 and Johnson Stadium (soccer and track) also has a seating capacity of 1,000.

Locations may be added or deleted at any time during the contract period. Services associated with this contract will be performed on an as needed based on event schedules. This is subject to change depending on the needs and requirements of each event.

All bidders are required to furnish all labor and supervision necessary to staff and manage the scheduled event.

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

Any use of official East Carolina University (ECU) logos is not permitted.

1.1 CONTRACT TERM

The Contract shall have an initial term of **two (2) years with fixed costs**, beginning on the date of final Contract execution (the “Effective Date”) or a date established by both parties.

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 **eight (8) additional one-year terms**. Total potential length of the contract is ten (10) years. The State will give the Vendor written notice of its intent to exercise each renewal option no later than 30 days before the end of the Contract’s then-current term. The State reserves the right to cancel the contract at any time during the optional renewal periods.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

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

2.2 NOTICE TO VENDORS REGARDING IFB 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 IFB 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 IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID 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 IFB 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 bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’

instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid 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 IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as non-responsive.

2.3 IFB SCHEDULE

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

Event	Responsibility	Date and Time
Issue IFB	State	Monday, March 23, 2026
Hold Pre-Bid Meeting/Site Visit	State	Wednesday, April 1, 2026
Submit Written Questions	Vendor	Friday, April 10, 2026
Provide Response to Questions	State	Wednesday, April 22, 2026, COB
Submit Bids	Vendor	Tuesday, May 5, 2026, at 2:00 PM EDT
Contract Award	State	Monday, June 15, 2026

2.4 PRE-BID CONFERENCE

Mandatory Pre-Bid Conference

- Date: **Wednesday, April 1, 2026**
- Time: **2:00 P.M. EDT (Promptly)**
- Location: **Trade Club in TowneBank Tower (Dowdy Ficklen Stadium)
900 Blackbeard’s Alley, Greenville, NC 27858**
- Contact #: **252-328-6434**

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a pre-bid conference. Attendees must arrive 15 minutes prior to the official start time. All attendees must sign in upon arrival and clearly indicate each prospective Vendor represented on the sign in sheet. Vendor representatives are limited to two (2) individuals. LATE ARRIVALS WILL NOT BE ALLOWED TO SIGN IN OR PARTICIPATE IN THE PRE-BID CONFERENCE, NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other people wishing to attend may do so to the extent that space and circumstances allow.

Please contact Janice Weaver (weaverja18@ecu.edu) and/or Tim Daughtry (daughtryt@ecu.edu) via email only if you plan to attend the pre-bid conference at least 24 hours prior to the conference. Failure to comply with this requirement may result in not being able to attend the conference.

FAILURE TO ATTEND THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR’S BID BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this conference is for all prospective Vendors to apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. Vendors must stay for the duration of the conference. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this IFB.

Vendors are cautioned that any information released to attendees during the conference, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be a part of this IFB and any resulting contract.

2.5 BID QUESTIONS

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

Written questions shall be emailed to weaverja18@ecu.edu by the date and time specified above. Vendors should enter “IFB # 56-2504JWIFB: Questions” as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

Reference	Vendor Question
IFB 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 North Carolina electronic Vendor Portal (evp.nc.gov) and shall become an Addendum to this IFB. 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 IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.6 BID 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 bid has been received as described in this IFB by the specified time and date of opening. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

Vendors shall deliver to the address identified in the table below: Four (4) hard paper copies with one marked as “Original” and the remaining three as “Copies” and one (1) electronic copy (un-redacted) of its executed bid on a flash drive.

All bids shall be submitted in a sealed envelope or box. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date and bid opening time. Address the package(s) for delivery as shown in the table below. 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.

OFFICE ADDRESS FOR DELIVERY BY ANY OTHER MEANS, SPECIAL DELIVERY, HAND DELIVERY, OVERNIGHT DELIVERY OR BY ANY OTHER CARRIER
BID NUMBER: 56-2504JWIFB Attn: Janice Weaver Address: East Carolina University 209 East Third Street, Building 165 Greenville, NC 27858-4353

Note: The U.S. Postal Service does not deliver mail to the specified office address but to the State’s Mail Service Center. Vendors are cautioned that bids sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on or by the due date in time to meet the bid deadline. All Vendors are urged to take the possibility of delay into account when submitting a bid.

It is highly recommended to utilize UPS or FED-EX when submitting bids. When shipping/delivering by UPS or FED-EX, there is a signature provided upon delivery. Vendors may hand deliver bid responses as well.

Attempts to submit a bid via facsimile (FAX) machine, telephone, or e-mail, in response to this IFB shall NOT be accepted.

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB 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 bid, in the State's sole discretion.

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

- a) Cover Letter, which must include all of the following: (i) a statement that confirms that the Vendor has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB; (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 Bid Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- d) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- e) Vendor's Response.
- 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

2.8 ALTERNATE BIDS

Alternate bids will not be accepted for this solicitation.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

NCGS § 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 responsive bids will be reviewed, and an award will be based on the qualified responsive bid offering the lowest cost that meets the specifications and shall be in the State's best interest, provided herein, to include any required verifications set out here including but not limited to, past performance, references, and financial documents.

While the intent of this IFB is to award a Contract to a single Vendor, the State reserves the right to make separate awards to multiple vendors, if needed, or to cancel this IFB 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 bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB 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 bid to this IFB, 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 bid 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 IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB 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 IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding/qualified Vendor will be opened publicly 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 NCGS § 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. Cost and price shall become available for public inspection at 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 bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Services as noted. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid 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 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 IFB, 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

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB 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 bids 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 IFB. Except as specifically stated in the IFB, 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 bid in its entirety.

4.0 REQUIREMENTS

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

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees.

Cost shall be fixed for the initial term (2 years) of the contract. The University may consider a cost increase for the optional years per the CPI (Consumer Price Index) for the southeastern region not to exceed three (3%) per optional year. The contractor shall provide updated costs for review and consideration. There are no guarantees of approval of any cost increase request. The University reserves the right to cancel the contract at any time during the initial term or any optional periods with a 30-day written notice.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoice meaning that the Vendor shall provide the Purchasing Agency with an individual invoice for each event. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number, Service Description, and Price.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this

Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

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

4.4 HUB PARTICIPATION

Pursuant to NCGS § 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 IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details may be requested and provided to the State:

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

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

Vendor will be required to certify in writing annually that it has completed appropriate criminal background checks on all personnel that provide services to ECU under any awarded contract.

4.5.1 GENERAL INFORMATION

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

The following requirements must be met:

- a) Criminal background checks shall be current and completed within ninety (90) days of the Contract effective date.
- b) The criminal background check shall include a social security verification/check, felonies, misdemeanors, and traffic records covering a minimum of the last seven (7) years for all states and countries where the individual has resided. The criminal background check information shall be first thoroughly reviewed by the Vendor and then sent to the Contract Administrator for review and approval. Out of state searches shall be required for persons living in the state of NC for fewer than seven (7) years. Fingerprint background checks may be required in some instances depending on the facility requirements.
- c) A criminal background check on the awarded Vendor and its employees shall be provided by the Vendor prior to Contract effective date. Copies of the original criminal background check shall be sent to the Contract Administrator for evaluation. In some cases, badging cannot take place until after the evaluation and approval of the Vendor's criminal checks.
- d) When a new employee or individual is identified to perform Services on this Contract, the Vendor shall provide the Contract Administrator with a criminal background check before the individual can be approved for work. Persons without approved criminal background checks shall not be allowed to work in the relevant buildings until proper documentation is submitted and approved.
- e) The State may require the Vendor to exclude the Vendor's employees, agents, representatives, or subcontractors based on the background check results. Discovery that one or more employees have convictions does not disqualify the Vendor from award.
- f) Additionally, the State may use The North Carolina Department of Public Safety Offender Public Information or similar Services to conduct additional background checks on the Vendor's proposed employees.

4.5.2 BACKGROUND CHECK LIMITATIONS

Any individual representing the Vendor, who:

- a) In his/her lifetime, has been adjudicated as a habitual felon as defined by NCGS § 14-7.1 or a violent habitual felon as defined by NCGS § 14-7.7, shall not be allowed to work in buildings occupied by State Government employees.
- b) During the last seven (7) years has been convicted of any criminal felony or misdemeanor sexual offense or a crime of violence shall not be allowed to work in buildings occupied by State Government employees.
- c) At any time has an outstanding warrant or a criminal charge for a crime described in (b) above shall not be allowed to work on State property.
- d) The Vendor must ensure that all employees have a responsibility to self-report to the Vendor within twenty-four (24) hours any arrest for any disqualifying offense. The Vendor must notify the Contract Administrator within twenty-four (24) hours of all details concerning any reported arrest.
- e) Upon the request of the Contract Administrator, the Vendor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.
- f) Vendor's responses to these background check requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal charge, investigation, or proceeding involving Vendor or its then-current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.
- g) If there are problems or delays with performance associated with the completion and compliance with this background check requirements, any Vendor's performance bond could be used to complete these Services.

4.5.3 DOCUMENT REQUIREMENTS

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

- a) A cover letter by the Vendor on company letterhead with a list of the full names matching a required government issued photo ID, addresses, and birth dates of each person representing the contracting company.

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

4.5.4 VENDOR BACKGROUND CHECK AGREEMENT

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

YES NO

4.5.5 DRUG/ALCOHOL POLICY

Contractor is required to have a current and appropriate drug/alcohol policy and or engage in drug testing for all personnel at a minimum of one (1) time per year.

Note: Please include a copy of the policy with your bid response.

4.6 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). All vendor personnel shall wear identifying uniforms and or clothing while performing services associated with this contract.

Should the Vendor’s bid 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. Further, ECU retains the ability, in its sole discretion, to require any personnel of Vendor to cease services and be removed from ECU’s campus at any time. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.7 VENDOR’S REPRESENTATIONS

If Vendor’s bid 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

- Provide services including assisting campus police in managing parking and traffic, assisting University with event ticket collections at entrance gates, ushering, and unarmed security, as required.
- Provide event staff working prior to the designated start time of the event (report times may differ, depending on the event/sport, and will be provided by the Event Coordinator). All event staff and supervisors shall work at the hours specified by the University Event Coordinator, to complete proper implementation of the University's and/or Department's Event Parking Plan. This shall include equipment setup and removal, traffic ingress, and traffic egress.
- Attend pre-event operations meetings, as required.
- Check in with the University Event Coordinator prior to event for any special instructions (report times may differ, depending on the event/sport).
- Provide adequate number of event managers and/or supervisors, consistent with industry norms. Quantities should be conveyed to the University prior to event.
- Contractor may have the need to secure a storage option for various items needed for providing these services. Contractor should notify University of this need, to determine location, and access.
- Event personnel shall report immediately any suspicious activity, unusual behavior, and/or disturbances that cannot be controlled by Contractor's event personnel on duty to the University Campus Police and the University Event Coordinator. Contractor's event personnel shall assist only if requested but shall not intervene.
- Aid University Campus Police or Emergency Medical Services personnel as requested.
- Contractor's event personnel shall not carry any firearms or weapons of any kind.
- Contractor's event personnel shall assist in any manner requested by University personnel, law enforcement, and/or emergency services personnel in the evacuation of persons in the event of a fire, disaster, weather event or other emergency events.
- To maximize communication efforts, Contractor should provide handheld radios to all managers, supervisors, and selected staff members. A radio will be provided for the event manager, by the University, for large-scale events.
- Contractor's event personnel shall always wear uniforms with company name visible while providing services. Event personnel shall be neat, clean in appearance and professional. University will approve uniform colors.
- All Contractor event personnel shall conduct themselves in a professional manner and be attentive while on campus and for all events. Those personnel that do not adhere to these requirements will be asked to leave the event and Contractor shall replace the individual immediately.
- Contractor is responsible for all costs involving uniforms, hiring, and equipping the event personnel and all administrative employment matters including payment of wages and appropriate tax withholdings.
- Provide adequate training to all Contractor's personnel. All personnel shall be knowledgeable of the University campus (<https://www.ecu.edu/maps/other>) and the traffic and parking plans for events on campus. Except as provided herein, personnel must be able to perform the duties requested in a quality manner without additional training from the University.
- Contractor event personnel shall be customer oriented. Disruptive, rude, and unprofessional event personnel will not be tolerated and will be required to leave the event, and Contractor shall replace the individual.
- Contractor shall be responsible for the supervision of all event personnel. Supervision includes ensuring adherence to the University Special Events Operations, meal breaks, restroom breaks, and other duties that assure adherence to any State and Federal employment laws.
- Contractor shall conduct background checks on all personnel assigned to the event. These background checks shall be kept by the Contractor and shall be available for review by the University, if requested.
- Instructions and a list of positions for Contractor's event personnel shall be provided to the University Event Coordinator prior to each event.
- Contractor shall be responsible for ensuring each of the Contractor's event personnel receives a copy of the instructions at the time of the event and/or completely understands the post requirements and instructions.
- Upon award of contract, Contractor's manager assigned to the University shall schedule a time to meet with main Athletic Event Coordinator to outline event summary guidelines, incident report templates, uniforms, and expectations within this scope of work. Uniforms must be approved by the University.

- Contractor is required to advise all event staffing that cell phone usage, including texting and taking pictures, is limited during events. Additional information will be provided at the pre-bid meeting.
- Contractor and all Contractor's event personnel shall at all times comply with applicable state and federal laws, local ordinances, UNC System and ECU policies, rules and regulations.

Responsibilities of the University:

- The University hereby agrees to work directly with the Contractor during the term of this contract to assist the Contractor in training the Contractor's new event personnel.
- The average number of Contractor's event personnel will be dependent on the event. The University's Event Coordinator, for each event, will communicate prior to the event the exact number of event personnel required.
- University Event Coordinator will provide instructions and a list of positions prior to the event.
- In the event of rainouts, weather-related delays, and/or cancellations, University will make a "good faith effort" in informing Contractor as soon as possible. In the event of cancellations, University should not incur charges totaling more than 20% of original estimated invoice.
- In the event of large-scale events (i.e. home football games, concerts, etc.), University may require an alternate designated parking area for Contractor staff, so as not to impede on the current optimized parking plan – to maximize ingress, egress, etc.
- University Event Coordinator will organize monthly or quarterly meetings, as needed, with the Contractor, in person, to discuss performance, potential adjustments, etc. Attendance from a qualified Contractor representative is required.
- University acknowledges that Contractor's event personnel are for parking and crowd control services and not the maintenance of public safety or enforcement of any laws or University regulations outside of the stated scope of work, in this document.
- University assumes no risks or responsibilities for stored items and equipment by the Contractor.

Typical Duties of Contracted Personnel:

- Ticket scanning and verification of proper guest ticketing
- Verification of valid credentials of working staff and controlling access to specific areas of venues, that may have limited access
- Denying guests who may be intoxicated or impaired
- Enforcing the University and Department's "clear bag policy," advising attendees of prohibited items that must be disposed of or returned to their vehicles.
Clear Bag Policy: ECU Athletics requires fans to use clear bags no larger than 12" x 6" x 12" or one-gallon plastic freezer bags for entry into stadiums and arenas. A small clutch purse (4.5" x 6.5" or smaller) is also permitted. Medically necessary items are exceptions, but subject to inspection.
- Conducting non-invasive searches of guests' bags and personal items for weapons and other prohibited items upon entry, including the proper use of walkthrough metal detectors and handheld wands, if applicable
- Distribution and application of wristbands, when applicable
- Management of queues and monitoring crowd safety issues
- Ushering, directing patrons to seats and general wayfinding around university venues
- Implementation of emergency procedures where necessary, including evacuation assistance and execution of university designed Emergency Action Plans (EAPs)
- Identification and ejection of people violating venue policies
- Implementation and coordination of parking procedures, depending on Event
- Verification of adequate parking passes, corresponding with the appropriate lots
- Providing event-related escorting and/or security, as needed
- Liaising with other security personnel working the Event
- Provision of written post-event reports, detailing any incidents, ejections, customer service issues, and/or violation of venue policies
- All Contractor personnel must limit cell phone usage while performing their designated tasks. All Contractor personnel shall be attentive and always pay attention.
- Other duties, as assigned

- Contractor's employees may not bring children or non-employees to facilities while performing services.

Typical Personnel by Venue/Event:

- Dowdy-Ficklen Stadium (Football: 50,000 capacity)
 - Stadium & Adjacent: 230
 - Parking: 50
 - *Figures do NOT include Supervisor/Event Managers quantities due to varying Vendor policies
- Minges Coliseum (Men's Basketball: 8,000 capacity) (Women's Basketball varies depending on request by Athletics)
 - Arena & Adjacent: 20
 - Parking: 6
 - *Figures do NOT include Supervisor/Event Managers quantities due to varying Vendor policies
- Clark-LeClair Stadium (Baseball: 5,000 capacity)
 - Stadium & Adjacent: 28
 - Parking: 8
 - *Figures do NOT include Supervisor/Event Managers quantities due to varying Vendor policies
- Johnson & Joyner Stadium (Women's Soccer, Lacrosse, and Softball, 1000 capacity)
 - Stadium & Adjacent: 1-2
 - *Events are not ticketed, just providing support at gates for prohibited items, attendee questions, etc.
- University Commencement
 - Stadium & Adjacent: 12
 - Parking: 12
 - *Figures do NOT include Supervisor/Event Managers quantities due to varying Vendor policies
- Information and/or requests for other events hosted by the University will be made by the Event Coordinator. Pre-event meetings may be scheduled to discuss staffing quantities and positioning. Events may include, but are not limited to: Athletics events not specifically outlined above, University events, external events, Conference Championships, NCAA Postseason events, etc.

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 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 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.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 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 90 business days 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.

6.5 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.

6.6 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 through the contract administrator.

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7.0 ATTACHMENTS

****IMPORTANT NOTICE** RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE**

ATTACHMENT A: PRICING

COST PROPOSAL

The Contractor shall propose all labor rates to perform the event services required herein.

Option A: Flat Rate

Note: The University will review both options and determine which option to use and it is in the best interest of the University.

The University may consider both options depending on the event.

Please enter the Flat Rate for performing Event/Security and Parking Staff for each event listed based on the estimated hours. Please note that hours listed are estimates and do not represent actual hours to be worked. Actual hours worked may be more or less than the estimates provided. All other events will be subject to the per hour rate labor rates listed under Option B.

Event Staff @ \$ _____ Flat Rate per staff member / per game for Men’s Basketball and Baseball (Estimated 5-6 hours)

Event Staff @ \$ _____ Flat Rate per staff member / per game for Football, Concerts, etc. (Estimated 6-8 hours)

Vendor agrees that the Flat Rates listed above are on a per game basis, regardless of the actual hours worked by each staff member. Yes _____

Option B: Hourly Rate

Event Staff: \$ _____ per staff member / per hour

Security Staff: \$ _____ per staff member / per hour

Parking Staff: \$ _____ per staff member / per hour

Event Supervisors: \$ _____ per supervisor / per hour

Event Managers: \$ _____ per manager / per hour

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>

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>

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>

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>

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>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>

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