

NC STATE UNIVERSITY

Raleigh, North Carolina Request for Proposals (RFP)

#63-KGS1147280R1 - Event Rental Equipment and Support Services (Athletics & Campus-Wide Pool) - REBID

For internal administrative processing, including tabulation of proposals for posting to Bonfire and the State of North Carolina Electronic Vendor Portal (eVP), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). We HIGHLY recommend you register in order to see bid tabulations and award results. 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 available for public inspection.

**THIS PAGE IS TO BE COMPLETED AND INCLUDED WITH
YOUR PROPOSAL. FAILURE TO DO SO MAY SUBJECT
YOUR PROPOSAL TO REJECTION.**

| | |
|---|--|
| Federal ID Number or Social Security Number: | |
| SUPPLIER NAME: | |
| DATE: | |

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation. Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.
2. **PROPOSAL SUBMITTAL:** NC State University uses a third-party eProcurement strategic sourcing provider, Bonfire, for accepting and evaluating proposals digitally. All proposals must be received by the issuing agency not later than the date and time listed on the cover sheet of this proposal. Proposals shall be uploaded to:

<https://ncsu.bonfirehub.com/opportunities/239275>

Request for Proposals (RFP) documents are advertised on the State of North Carolina Electronic Vendor Portal System ([eVP](#)) and [Bonfire](#). An addendum to this RFP may be issued. If required, any subsequent addenda must be signed and submitted with the proposal upload. It is the **vendor's responsibility** to verify that all applicable addenda are submitted as required.

For support or technical questions related to your submission, please contact Bonfire at support.bonfire@eunasolutions.com or visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

3. **BONFIRE REQUESTED DOCUMENTATION & INFORMATION:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired. In an effort to support the sustainability efforts of the State of North Carolina we are receiving proposals via electronic submission.

Please note the type and number of files allowed. The maximum upload file size is 1000 MB. Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated. Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

| Name | File Type | # of Files | Requirement |
|---|-------------------------|---------------|-------------|
| Completed NC State University RFP Document | PDF | Multiple | Required |
| Supplier Narrative Technical Proposal | PDF | Multiple | Required |
| Operational & Technical Capability Questions (Q-28JM) | Excel | 1 | Required |
| Section 7.2 Table 1 - Football Season Scenario, BT-69GM | BidTable: Excel (.xlsx) | 1 | Required |
| Section 7.2 Table 2 - General Campus Scenario, BT-59NY | BidTable: Excel (.xlsx) | 1 | Required |
| Section 7.2 Table 3 - Hourly Rates and Logistic Fees, BT-45OS | BidTable: Excel (.xlsx) | 1 | Required |
| Section 7 Supplier Catalog(s) | Excel (.xlsx) | 1 or Multiple | Required |

| Name | File Type | # of Files | Requirement |
|----------------------------------|-----------|------------|-------------|
| Certificate of Insurance (ACORD) | PDF | Multiple | Required |

All documents required to complete your submission must be downloaded from the supporting documentation and/or requested information sections of Bonfire. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission. Each item of Requested Information will only be visible to NC State University after the Closing Time.

4. **ORAL PRESENTATIONS:** During the evaluation and at their option, the evaluators may request oral presentations from any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal. However, offerors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the offeror.
5. **PROPOSAL EVALUATION:** Proposals will be evaluated as outlined herein. The award of a contract to one offeror does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed to provide the best value to the University, and/or the State.
6. **COMMENCEMENT OF SERVICES:** After proposals are evaluated, and an offer is made, accepted and approved by appropriate authorities, the University will issue a purchase order, a contract or a letter of agreement as an indicator to commence services.
7. **REQUEST FOR OFFERS:** Offerors are cautioned that this is a request for offers, not a request to contract and the University/State reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the University or State.
8. **ORAL EXPLANATIONS:** The University shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
9. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the University will not reimburse any offeror for any costs incurred prior to award.
11. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of forty-five (45) days from the proposal opening. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays.
12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
13. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the State, from contract award. Only discussions authorized by the University are exempt from this provision.
14. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the State when received.
15. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.

16. **PROPRIETARY INFORMATION:** To the extent permitted by N.C.G.S. §132-1.3 trade secrets which the Contractor does not wish disclosed other than to personnel involved in the evaluation or contract administration will be kept confidential identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information is not confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
17. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to N.C.G.S. §143-48 and Executive Order #150, the University invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
18. **PROTEST PROCEDURES:** A party wanting to protest a contract award pursuant to this solicitation must submit a written request to the Director of Purchasing, North Carolina State University, Purchasing Department, Campus Box 7212, Raleigh, NC 27695-7212. This request must be received in the University Purchasing Department within thirty (30) consecutive calendar days from the date of the contract award, and must contain specific sound reasons and any supporting documentation for the protest. NOTE: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation. Offerors may call the purchaser listed on the first page of this document to obtain a verbal status of contract award. All protests will be handled pursuant to the North Carolina Administrative Code, Title 1, Department of Administration, Chapter 5, Purchase and Contract, Section 5B.1519.
19. **CONTRACTOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** Contractor Link NC allows Contractors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services available on the Electronic Vendor Portal System. Online registration and other purchasing information are available on the web site: <http://www.state.nc.us/pandc/>.
20. **RECIPROCAL PREFERENCE:** N.C.G.S. §143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident offerors. The "Principal Place of Business" is defined as the principal place from which the trade or business of the offeror is directed or managed.
21. **ENTERPRISE-LEVEL IT SYSTEMS OR TECHNOLOGIES:** The University is committed to promote and integrate universal IT accessibility in the delivery of its resources and to develop innovative solutions to accessibility challenges for students, faculty and staff. Contractors shall:
 - a. Assure all features, components and subsystems of the software or IT System contained on this RFP **fully comply** with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C.794d), (<http://www.section508.gov>);

OR

Detail why any feature, component or sub-system contained in this RFP does not **fully comply** with Section 508, and the way in which the proposed product is out of compliance;
 - b. If the Voluntary Product Accessibility Templates (VPAT) (<https://www.itic.org/policy/accessibility/vpat>) are used, they must include compliance checklists for:
 1. Technical Standards;
 2. Function and Performance Criteria; and
 3. Documentation and Support
 - c. The product offered in response to this RFP is subject to an accessibility evaluation by the University.

NC STATE UNIVERSITY

REQUEST FOR PROPOSAL (RFP)

RFP # 63-KGS1147280R1

TITLE: Event Rental Equipment and Support Services
(Athletics & Campus-Wide Pool) - REBID

USING DEPARTMENT: University-Wide and Athletics

ISSUE DATE: June 8, 2026

DUE DATE: 2:00 p.m., Monday, June 29, 2026

ISSUING AGENCY: NC State University
Procurement Services Department
Campus Box 7212
Raleigh, NC 27695

Proposals subject to the conditions made a part hereof will be accepted until **2:00 p.m., Monday, June 29, 2026** for furnishing services described herein.

Proposals must be submitted electronically at:

<https://ncsu.bonfirehub.com/opportunities/239275>

Upload scanned pages from this RFP document included with your proposal response where indicated on the Bonfire website.

Direct all inquiries (via email) concerning this RFP to:

Kristen Shelton, NCCM, CPPB
NC State University
Procurement Services
Department
Email: kgshelto@ncsu.edu

NOTE: Questions concerning the RFP requirements must be submitted in writing via email to kgshelto@ncsu.edu, **Subject Line: RFP #63-KGS1147280 - Questions**, no later than **5:00 p.m on Thursday, June 18, 2026**. Questions will be answered in the form of an addendum to this RFP. No other contact with university representatives regarding this RFP is allowed during the proposal process. Attempts to obtain information directly from university personnel, or by any other means, may subject your proposal response to rejection. Please use the following template to submit your questions:

| Reference | Supplier Question |
|--------------------------|------------------------|
| RFP Section, Page Number | Supplier question ...? |
| | Insert rows as needed |

Section 1: Introduction - Purpose and Background

1.1 Purpose

North Carolina State University (“NC State” or “University”) is seeking to establish a convenience contract with qualified suppliers (“Supplier(s)” or “Contractor”) to provide event rental equipment and related support services.

The University intends to:

- Establish a pre-qualified pool of suppliers for use across campus
- Support a wide range of University events and operational needs
- Designate one (1) Primary Supplier for Football Operations

This contract will be used on an as-needed basis. No minimum or maximum volume of work is guaranteed.

1.2 Background

NC State hosts a wide variety of events requiring equipment rental and support services, ranging from small departmental functions to large, complex events.

A significant portion of this demand is driven by Athletics, particularly Football operations, which require:

- Reliable, time-sensitive service delivery
- Coordination with multiple stakeholders
- Capacity to support large-scale events

Football-related activities may include:

- Home games at Carter-Finley Stadium
- Practices, camps, and recruiting events
- Game day fan engagement and media operations

In addition to Athletics, this contract will support University-wide needs, including:

- Ceremonies and commencement events
- Student and campus life programming
- Academic and research activities
- Public events and performances

While Football Operations represent a significant use case, this contract is intended to support a broad range of University needs.

Historical spend data is provided for informational purposes only and does not guarantee future volume. Over the FY2023–FY2026 period, Football Operations has averaged approximately \$76,600 annually in equipment rental expenditures. This represents roughly 40% of total Athletics equipment rental activity, with the remaining approximately 60% supporting other University events, Athletics programs, and operational needs.

1.3 Primary Supplier for Football Operations

The University intends to designate one (1) awarded supplier as the “Primary Supplier for Football Operations.”

This supplier will serve as the preferred provider for football-related services; however, this designation is non-exclusive. The University reserves the right to utilize other awarded suppliers based on availability, capacity, pricing, or specific event requirements.

Additional suppliers will be awarded contracts to form a pre-qualified pool to support both Athletics and broader University needs.

1.4 Pre-Qualified Supplier Pool

The University intends to award contracts to multiple suppliers capable of providing a broad range of equipment rental and event support services, including but not limited to:

- Tents, staging, and flooring
- Seating, tables, and barricades
- Lighting, generators, and power distribution
- Other event-related equipment and services

These contracts will function as convenience contracts available for use by departments, colleges, and administrative units across the University.

1.5 Objective

The objective of this solicitation is to identify experienced and qualified suppliers that can provide:

- Responsive and reliable service
- Sufficient equipment inventory and staffing
- Effective coordination in complex event environments

Suppliers should demonstrate the ability to support both large-scale, time-sensitive events and routine University functions.

Section 2: Contract Period

The term of any resulting contract shall be for a period of one (1) years. Anticipated start date is August 18, 2026; however, actual implementation and commencement of services may vary based on operational requirements, event schedules, facility availability, and the timing of contract execution. The University reserves the right to establish implementation schedules and transition plans as necessary to support continuity of operations. All rates submitted shall remain firm-fixed for the initial term. At the University's option, and under the same terms and conditions contained herein, any resulting contract may be extended for four (4) additional one (1) year periods, not to exceed a total of five (5) years.

Primary vs. Secondary Suppliers

- Primary Supplier: Highest-scoring vendor for Football Operations.
- Secondary Suppliers: Prequalified vendors for convenience orders or overflow.

University Use

All departments are expected to utilize this contract unless an exception is approved. No minimum order or volume is guaranteed.

Cooperative Procurement / Participation

Participation in this cooperative procurement is strictly voluntary. With the Contractor's authorization, the resulting contract may be extended to other public agencies, universities, and community colleges at the contract prices and in accordance with the contract terms.

Participating entities will place their own orders and independently administer the contract, including handling disputes, invoicing, and payments. NC State shall not be liable for any costs or damages incurred by participating entities.

Section 3: Scope of Work

3.1 General Scope

Suppliers shall provide all personnel, materials, equipment, supervision, transportation, and services necessary to deliver, install, maintain, and remove rental equipment for University events. Services may include, but are not limited to, the following typical requirements:

- Planning assistance and site evaluation
- On-site management and safety compliance
- Coordination with University representatives and other event contractors
- Timely delivery, installation, and removal of rental equipment

These represent the University's typical requirements; however, all services must be directly related to event equipment rental and support.

All rental items must be clean, fully functional, and free from visible damage, excessive wear, or safety defects, as determined by the University.

Items deemed unsuitable by the University must be replaced at no additional cost.

3.2 Event Types

Services under this contract may support a wide range of University events, including but not limited to:

- Athletic events, including Football operations
- University ceremonies and official functions
- Student and campus life events
- Academic, research, and outreach activities
- Special events, performances, and public gatherings

3.3 Categories of Rental Equipment and Services

Prequalified suppliers may be required to provide equipment and services including:

- Tents & Structures: Frame tents, pole tents, clearspan structures, sidewalls, canopies, and accessories
- Staging & Flooring: Portable staging, risers, subflooring, dance floors, and ADA-compliant ramps
- Seating & Furniture: Folding chairs, bleachers, tables, linens, podiums
- Power & Lighting: Generators, distribution panels, cabling, site lighting, AC/HVAC units
- Barricades & Crowd Control: Fencing, stanchions, signage supports

Miscellaneous Support Equipment: Climate control units, misting fans, flooring, lighting, or other event-related items

3.4 Locations

Services may occur at any NC State campus location, including indoor/outdoor spaces, green areas, athletic venues, and student-life facilities (see Appendix A). Suppliers must be prepared for small departmental setups or large outdoor events.

3.5 Service Requirements

3.5.1 Delivery, Setup, and Logistics

Suppliers must coordinate all deliveries with University representatives. Key requirements:

- Deliver, install, and remove equipment according to the standard schedule below, unless otherwise agreed upon through mutual coordination.
 - Standard delivery/setup: 48 hours before event
 - Removal: no later than 48 hours after event
 - Urgent or Short-Term Notice Request: setup/removal (if requested): setup within 5 hours, teardown within 3 hours or mutually agreed-upon access time
- Maintain equipment in safe and operational condition
- Comply with all safety codes, University policies, and site requirements
- Coordinate with University personnel and other contractors
- Provide itemized quotes within two (2) to three (3) business days for standard requests, one (1) day for urgent requests
- Maintain insurance and safety certifications

Suppliers must promptly replace rejected items at no cost.

3.5.2 Performance Standards, Safety and Compliance

Suppliers must be:

- Responsive to short-notice or high-priority requests
- Flexible for schedule/weather/site changes
- Professional of staff and adherence to University branding/safety
- Transparent communication with University representatives

Suppliers must comply with all applicable local, state, and federal regulations and University policies, including:

- Fire, building, and electrical codes for temporary structures
- Equipment maintenance and inspection standards
- NC State Environmental Health & Public Safety requirements for on-campus installations
- [City of Raleigh](#) special events, trade show, or indoor exhibit permitting requirements
- Ability to provide Safety Data Sheets (SDS) and risk assessments for applicable products and materials
- A demonstrated safety record, including incident-free operations or corrective actions from prior projects

Suppliers may be removed from the prequalified list based on ongoing performance, safety, or compliance reviews.

3.6 Football Operations Scope

To support Athletics Football events, the Primary Supplier will manage all home football games and related events, including:

- Mobilization and full pre-season setup
- Game-day standby personnel
- Equipment delivery, setup, maintenance, and teardown
- Coordination with Athletics staff and media requirements

3.6.1 Equipment & Services

- Tents: 10'x10', 10'x20', 20'x20', sidewalls
- Tables & Chairs: Folding and training tables, standard/padded chairs

- Power/AC: Generators, HVAC/AC units, cable ramp covers
- Specialty: Flooring, French doors, lighting, stanchions, patio heaters
- On-site technicians for standby support
- Additional equipment or configurations will be mutually coordinated as needed between Athletics staff and the primary supplier.

3.6.2 Timing & Coordination

- Pre-season setup completed 2 weeks before first home game
- Rapid response to schedule or weather changes (within 30 minutes)
- Coordination with Athletics staff for adjustments during game days
- The University may consider supplier proximity and demonstrated response capability when evaluating proposals.

3.6.3 Safety & Compliance

- Adherence to fire, electrical, and building codes
- Staff must hold required safety certifications (OSHA, electrical, etc.)
- Incident-free operations with documented corrective actions as needed

3.6.4 Pricing & Service Guarantees

- Unit rates and turnkey, “All inclusive,” pricing must be honored for all football-related events
- Pricing includes mobilization, monthly rentals, weekly maintenance, and game-day labor
- Expedited services requested within established delivery windows must be provided at standard contract rates

3.7 Ordering and Utilization

- Each event requires an itemized quote, referencing the contract number, delivered prior to execution
- Pricing must comply with contract rates; any non-contract items require prior written approval
- No deposits or prepayments required unless pre-approved by the University
- All permit fees must be invoiced separately; third-party invoices not accepted
- Late fees or finance charges not permitted
- For orders exceeding the State competitive bidding threshold, departments will conduct a mini-competition among prequalified suppliers, except for Football Operations events assigned to the Primary Supplier (see Section 3.6).

Section 4: Supplier Qualification/Experience Requirements

4.1 Experience and Capability

To be considered for prequalification, suppliers must introduce us to your organization and demonstrate the following:

- At least three (3) years of verifiable experience providing rental equipment and event services of similar scope, preferably in higher education, athletics, or other large public-venue environments.
- Proven ability to manage high-volume, time-sensitive events, including setups under compressed timelines in active operational environments (e.g., stadiums, arenas, campus venues).
- Capacity to maintain sufficient inventory, vehicles, tools, and personnel to fulfill multiple, concurrent University requests.

- Exact location of inventory warehouse and proximity to campus.

4.2 Staffing and Management

Suppliers must:

- Employ trained, uniformed, and professional staff capable of safely installing, operating, and removing equipment. Provide documentation of relevant training (e.g., OSHA or electrical certifications).
- Designate a primary point of contact/project manager responsible for coordinating all services with University representatives. Any substitution of key personnel must comply with University Terms and Conditions.
- Demonstrate the ability to scale labor and logistics to meet peak event demands, such as home football games and commencement weekends.
- Ensure all personnel meet University background check requirements.

4.3 Insurance, Licensing & Subcontracting

- Suppliers must maintain insurance coverage meeting or exceeding University requirements (per General Terms & Conditions, item #19) and hold all required licenses, permits, or certifications.
- If subcontractors are used, suppliers must identify all subcontractors and specify the services provided. Subcontractors must meet the same qualification, safety, and insurance requirements.
- The prime supplier remains fully responsible for all subcontracted work. All subcontractor costs must be included in proposed rates; the University will not pay additional fees unless explicitly stated in the proposal.

4.4 References

Provide at least three (3) professional references from recent clients for whom similar services were provided by completing the Operational & Technical Capability Questionnaire.

References shall not be from the same company or from the soliciting State entity.

NC State reserves the right to use reference responses in the evaluation. References not responding within five (5) business days may be scored as “not provided.”

Section 5: Supplier Proposal Response

The following information is required in response to this RFP. Failure to adequately provide specific information that can be effectively evaluated by NC State may disqualify a manufacturer’s equipment from consideration.

At minimum, the proposal response package must include the following and must be uploaded in the corresponding location on Bonfire:

1. Completed NC State University RFP
 - Cover Page with Firm Name and Tax ID#
 - Signed Execution of Proposal page
2. A Narrative technical proposal addressing, [Section 3](#) and [Section 4](#):

Responses must be numbered to match the corresponding RFP items followed by your acknowledgment or a response demonstrating how you meet the requirement.

- Approach and Process
 - Steps to perform and complete the Scope of Work.
 - Any recommended additional tasks to achieve successful outcomes.
 - Assumptions or requirements affecting schedule or approach.

Failure to provide sufficient detail may result in a lower technical evaluation score.

3. Operational & Technical Capability Questionnaire (Q-28JM) - Download and complete all questions
4. [Section 7](#) Cost Proposal:
 - Download and complete all bid tables in Section 7 as instructed. Ensure pricing reflects all-inclusive rates as described in Section 7:
 - 7.2 Table 1 - Football Season Scenario, BT-69GM
 - 7.2 Table 2 - General Campus Scenario, BT-59NY
 - 7.2 Table 3 - Hourly Rates and Logistic Fees, BT-45OS
 - **Supplier Catalog(s):** A complete list of all available inventory with standard commercial pricing and any specialized service or labor not explicitly listed in Tables 1, 2 or 3 in Excel format as instructed in Section 7.
 - Note: This catalog is for contract establishment only and will not be factored into the 40-point cost score.
 - **Volume Discount Schedule:** Provide a detailed schedule of any additional discounts offered based on order volume or quantity (e.g., "10% discount for orders exceeding 500 chairs") in the Excel file as instructed in Section 7.
5. ACORD Certificate of Insurance (see Terms and Conditions for required coverage, Item #19), listing holder.

NC State University
Procurement Services
2721 Sullivan Drive
Raleigh, NC 27695

6. Any applicable RFP addenda subsequent to this RFP that is required for return by statement on the addendum.

Incomplete proposals will not be considered for award.

Section 6: Criteria For Evaluation and Award

All proposals will be evaluated according to the following:

SCREENING CRITERIA: Complete proposal response (as outlined in Section 5). All items requested are included in the response package and submitted as instructed. All files are transmitted to the Bonfire site without password or other lockdown requirements and certificate of insurance demonstrates existing coverage meeting required minimum limits. Incomplete responses will not be considered further.

Proposals meeting the screening criteria will then be further evaluated by the following weighted criteria in order to select the Supplier providing the best overall value to the University for these services:

60% - Technical Evaluation - Sections 3 & 4:

20 points - Capability & Capacity - Section 3

- Equipment inventory and condition
- Staffing and ability to support concurrent events
- Proximity to campus (30-mile radius preferred)
- 30-minute emergency response capability
- Logistics and delivery
- Qualifications and experience of the proposed Project Manager and Lead Technicians supporting large-scale events

30 points - Experience by Event Size - Section 4

- **20 points - Large-Scale Event Experience**
 - Experience supporting events with 10,000+ attendees
 - Demonstrated ability to operate in high-demand, time-sensitive environments
 - Experience with stadium, football, or similar large-scale venues is preferred
- **10 points - Standard Event Experience**
 - Experience supporting small to mid-sized campus events
 - Variety of event types (ceremonies, conferences, student events, etc.)
 - Experience in supporting multiple concurrent events

Note: The University places greater emphasis on demonstrated success in large-scale event environments due to operational complexity and risk.

10 points - References - Section 4

- Quality and relevance of references
- Reliability and communication
- Overall client satisfaction

Technical Gate: Must score at least 45/60 total technical points AND a minimum of 15/20 on the "Large-Scale Experience" section to be eligible for the Primary Supplier designation.

Secondary Supplier Minimum Standard: Suppliers scoring ≥ 35 out of 60 technical points and passing all screening criteria may be eligible for Secondary Supplier status.

Tie-Breaker: In the event of identical total scores, the supplier with the higher Technical Score will be awarded Primary Supplier status.

40% Cost Evaluation - Section 7:

40 points - Cost Proposal

The University will evaluate cost proposals using a Normalized Inversely Proportional formula. Each table is scored independently based on its assigned point value:

Points Scored = (Lowest Proposed Costs/Your Proposed Costs) x Maximum Points for Table:

- Table 1 - Football Season Scenario - 28 points (70%)
- Table 2 - General Campus Scenario - 8 points (20%)

Points Scored = (Lowest Proposed Average/Proposer's Average) x Maximum Points for Table:

- Table 3 - Hourly Rates and Logistic Fees - 4 points (10%)

Section 7: Cost Proposal

7.1 Overview

This section collects binding pricing for the initial contract term. All pricing submitted must be all-inclusive and include labor, equipment, delivery, setup, teardown, supervision, coordination, administrative expenses, subcontractor costs, travel, and any other costs required to perform the work. No additional fees (including fuel, emergency, delivery, or other surcharges) will be permitted unless expressly approved in writing by NC State.

Pricing submitted in Tables 1-3 and the Contractor Catalog represent contract pricing for the duration of the agreement. The Catalog will apply only to items not explicitly priced in the bid tables.

1. **Binding Scenarios (7.2 Tables 1 & 2):** Establish the primary cost basis for the evaluation.
2. **Labor Rates & Logistic Fees (7.2 Table 3):** Establishes binding hourly labor rates and flat logistics fees used for contract administration and evaluation consistency.
3. **Contract Catalog:** Proposers must submit their full commercial equipment inventory catalog and specialized service or labor offerings as an excel file(s). While not scored during the 40-point evaluation, this catalog, including any provided quantity-based discounts, specialized service, or labor offerings will be incorporated into the final contract to govern the pricing of items not specifically listed in the bid tables (7.2 Tables 1, 2 and 3).

Suppliers must submit their catalog(s) in Excel format. At a minimum, the following columns are required:

For Equipment:

Item Description | Category | Unit of Measure | List Price (\$) | Discount (%) or Net Price | Estimated Total Inventory Count | Notes (Optional)

For Specialized Services or Labor:

Item Description | Unit of Measure | Unit Rate or Service Fee (\$) | Notes (Optional)

The University reserves the right to audit invoices against the provided Excel Catalog(s) throughout the life of the contract.

7.2 Instructions for Completing Bid Tables

Suppliers must download the Excel templates from the “Supporting Documents” section in Bonfire. Complete each bid table as instructed:

1. **Table 1 – Football Season Scenario (Primary Supplier, 70% weight)**
Provide a turnkey price for the full 2026 football season (approximately 14 weeks / 7 home games), including all mobilization, rentals, labor, logistics, game-day services, and demobilization. See Section 7.2 Table 1 - Football Season Scenario (BT-69GM) Cost table instructions.

State total available inventory for capacity planning.

2. **Table 2 – General Campus Event Scenario (Secondary Suppliers, 20% weight)**
Provide a turnkey price for a representative campus event (20'x20' tent, 50 chairs, 6 tables, weekday delivery). See Section 7.2 Table 2 - General Campus Event Scenario (BT-59NY) Cost table instructions.

State total available inventory for capacity planning.

3. **Table 3 – Labor Rates and Logistic Fees (10% weight)**
Provide standard hourly labor rates and flat logistics fees as specified.

7.3 Key Pricing Rules & Guidelines

1. **All-Inclusive Scenario Pricing:** All scenario pricing must include all costs necessary to perform the work. No additional fees outside the bid tables will be permitted unless expressly authorized by NC State.
2. **Labor Consistency:** Labor and logistics rates in Table 3 will be used to evaluate pricing consistency across Tables 1 and 2. NC State may request clarification of material inconsistencies.
3. **Daily vs. Monthly Rates (Table 1):** For Table 1, the daily rental rate for any item should not exceed 25% of the prorated monthly rate (based on a 30-day month). This rule is intended as a pricing reasonableness check.
4. **Catalog(s) Pricing:** Catalog pricing applies only to items not included in Tables 1-3. Catalog rates must reflect standard commercial pricing, less applicable discounts and will be binding for contract use.

Note: Any specialized labor categories or logistics services not explicitly listed in Table 3 must be provided in the Supplier's Catalog. These rates shall be binding for the duration of the contract and available for use by any University department.

5. **Cross-Utilization:** Unit rates established in Table 1 (Football Scenario) must be honored for substantially similar equipment and service conditions across campus during the contract term.
6. **Price Adjustments:** Annual price adjustments must:
 - Be submitted in writing at least 180 days prior to the contract renewal date.
 - Not exceed the percentage change in the Consumer Price Index (CPI) for the prior 12-month period.
 - Be justified with verifiable manufacturer or supplier cost documentation.

NC State reserves the right to reject any adjustment deemed excessive or not in the University's best interest.

7. **Most Favorable Pricing:** When a General Campus department places an order, the Supplier must apply the Table 2 unit rates or the Catalog(s) price, whichever results in the lower cost (most favorable) to the University.

EXECUTION OF PROPOSAL

RFP #63-KGS1147280R1

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- That this proposal was signed by an authorized representative of the firm.
- That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- That all labor costs associated with this project have been determined, including all direct and indirect costs.
- That the potential Contractor agrees to the conditions as set forth in this Request for Proposals with no exceptions.
- That the potential Contractor carries the appropriate insurance and will perform background checks on employees as required herein. See items 19 & 31 of General Contract Terms and Conditions attached.
- That no employee or agent has offered, and no State employee has accepted, any gift or gratuity in connection this contract, in violation of N.C.G.S. § 133-32; and
- That it, and each of its sub-contractors under this contract, 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 G.S. §143-48.5.
- That this proposal is submitted competitively and without collusion. That none of our 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 that we are not an ineligible supplier as set forth in G.S. 143-59.1. False certification is a Class I Felony.

Therefore, in compliance with the foregoing Request for Proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within forty-five (45) days from the date of the opening, to furnish the services for the prices quoted during any resulting contract period.

| | | | |
|------------------------------------|--|----------------|--|
| Contractor Name: | | | |
| Street Address: | | | |
| City, State & Zip Code: | | | |
| Representative's Name: | | | |
| Representative's Title: | | | |
| Representative's Email: | | Phone#: | |
| Representative's Signature: | | Date: | |

THIS PAGE MUST BE COMPLETED AND INCLUDED IN YOUR PROPOSAL RESPONSE

NORTH CAROLINA STATE UNIVERSITY GENERAL CONTRACT TERMS AND CONDITIONS
(Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the University.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the University's Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the University's Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **INSPECTION AT CONTRACTOR'S SITE:** The University reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for the University's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
7. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the University shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the University, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials.

Notwithstanding, the Contractor shall not be relieved of liability to the University for damages sustained by the University by virtue of any breach of this agreement, and the University may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the University from such breach can be determined.

In case of default by the Contractor, the University may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The University reserves the right to require a performance bond or other acceptable alternative guarantees from a successful offeror without expense to the University.

In addition, in the event of default by the Contractor under this contract, the State may immediately cease doing business with the Contractor, immediately terminate for cause all

existing contracts the State has with the Contractor, and de-bar the Contractor from doing future business with the State.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the University may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with the University.

8. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. The University reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
9. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
10. **TERMINATION:** The University may terminate this agreement at any time by providing written notice to the contractor at least thirty (30) days before the effective date of the termination. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the University, become its property. If the contract is terminated by the University as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations. The Contractor may terminate at the beginning of any contract year, only by notification provided in writing to the University a minimum of four (4) months prior to the applicable contract year expiration.
11. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the University for the purpose set forth in this agreement. The university pays Net 30 days from receipt of a proper invoice.
12. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the University.
13. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of this contract or purchased by it for this contract and will reimburse the State for loss of damage of such property.
14. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor. In addition, all inventions and the copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of this project shall vest in the University, and the Contractor agrees to assign all rights therein to the University. Contractor further agrees to provide University with any and all reasonable assistance which University may require to file patent applications, to obtain copyright registrations, or to perfect its title in any such inventions or works, including the execution of any documents submitted by the University.

15. **ASSIGNMENT:** No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the University may:

1. Forward the contractor's payment check(s) directly to any person or entity designated by the Contractor, or
2. Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the University to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

16. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

17. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.

18. **SAFETY STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

19. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:

1. **Worker's Compensation** - The contractor shall provide and maintain Workers Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract.
2. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
3. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000.00 bodily injury and property damage; \$1,000,000.00 uninsured/underinsured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

20. **ADVERTISING:** Contractor shall not use the existence of this contract or the name of the State of North Carolina or North Carolina State University as part of any advertising without prior written approval from the University.
21. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposal, any addenda thereto, and the offeror's response are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

22. **AMENDMENTS:** This contract may be amended only by written amendment duly executed by authorized representatives of both the University and the Contractor.
23. **TAXES:** N.C.G.S. §143-59.1 bars the Secretary of Administration from entering into contracts with Contractors if it or its affiliates meet one of the conditions of N.C.G. S. §105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Contractor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Contractor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
24. **GENERAL INDEMNITY:** The Contractor shall hold and save the University, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the Contractor provided that the Contractor is notified in writing within 30 days that the State has knowledge of such claims. The Contractor represents and warrants that it shall make no claim of any kind or nature against the University's agents who are involved in the delivery or processing of Contractor goods to the University. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
25. **OUTSOURCING:** Any Contractor or subcontractor providing call or contact center services to the University or State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the Contractor wishes to outsource any portion of the work to a location outside the United States, prior written approval must be obtained from the University agent responsible for the contract.

Contractor must give notice to the University of any relocation of the Contractor, employees of the Contractor, subcontractors of the Contractor, or other persons performing services under a state contract outside of the United States.

26. **PRICING:** All prices offered herein shall be firm against any increases. Requests by the Contractor for a cost increase relevant to any contract extension shall be submitted in writing one hundred and eighty (180) days prior to each contract renewal. The University reserves the option of accepting a Contractor's proposed cost increase or canceling the service and seeking proposals from other Contractors. Requests for cost increases will be indexed to the same percent as any change in the Consumer Price Index/All Urban Consumers for the previous twelve month period of the request. Invoices are paid Net 30 days from receipt of an accurate invoice.
27. **DEBARMENT CERTIFICATION:** Offeror certifies to the best of its knowledge and belief, that it nor any of its principals a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contract by any Federal agency; b) have not within a three year period preceding this award been convicted of or had a civil judgment rendered against them for: commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to this submission of offers; or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property; and c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses enumerated herein. The offer certifies that they have not, within a three year period preceding this offer, had one or more contracts terminated for default by any federal agency.

"Principles" for the purpose of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segments, and similar positions.)

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution. Certification of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate this agreement for default.

Offeror hereby certifies these conditions and does so by signing the execution page of this RFP document.

28. **PRIVACY:**
1. **Personal Identifiers:** If University provides the Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. Contractor further certifies that it shall maintain the

confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c) (1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Contractor's responsibilities under the NC Identity Theft Protection Act, Contractor shall immediately notify University with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.

2. **Education Records:** If the University provides the Contractor with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Contractor hereby certifies that collection of this information from University is necessary for the performance of Contractor's duties and responsibilities on behalf of University under this Contract. In this instance, University considers Contractor a school official with a legitimate interest under FERPA. Contractor further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach relating to this information or if Contractor re-discloses the information, Contractor shall immediately notify University. Contractor shall indemnify University for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of University data provided to Contractor pursuant to the Contract.
29. **AUDITS:** The State or University auditor, or the Joint Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission, may audit the records of Contractor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7 and Session Law 2023-134.
30. **PRESERVATION OF RECORDS:** If the University provides any data to Contractor pursuant to this Agreement then Contractor shall preserve and maintain the data for a period of three (3) years or as indicated in a litigation hold letter issued by University, to fulfill the University's obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure. Contractor shall immediately preserve and maintain data (and any generated email correspondence) upon the University's request or upon notice of litigation or audit and further Contractor shall make available all Data University may specify with the time limits required.
31. **CONTRACTOR EMPLOYEE BACKGROUND CHECKS:** The Contractor shall, at no additional cost to the University, secure appropriate background checks on all employees, independent contractors, or subcontractor employees to be assigned to any resulting contract. These background checks shall include, at a minimum, the following checks with consideration for current, past, alias and maiden names:

- Nationwide Federal Criminal search

- National Sex Offender Registry search
- North Carolina Statewide Criminal search
- Criminal searches in all counties of residence outside the state of North Carolina in the past seven (7) years, except in cases when the individual has resided in the New York boroughs of Kings, Queens, New York, Nassau, Richmond, or Bronx, in which case a New York Statewide Criminal Search is required
- Skip Trace, Residency history, or other Social Security Number-based search (to ensure validity and correct matching)

The Contractor shall align its hiring decisions to support the University's ongoing effort to maintain a safe, drug-free environment for students, faculty, staff and visitors.

These background checks shall be maintained by the Contractor and are subject to audit by appropriate University or state officials at any time during and for five (5) years after the contract end date. The University may withhold consent of any of Contractor's personnel to be placed on a University assignment at its sole discretion. The Contractor shall immediately (same day as notification) remove any employee or representative from University property if deemed by the University to be unfit for any reason.

| Appendix A | | | | |
|-------------------|--|-------------------------|--|--|
| # | Location | Indoor / Outdoor | Approx. Size / Capacity | Notes / Typical Use |
| 1 | Talley Student Union | Indoor | ~ 283,000 sq ft (total facility) | Main student-life building with ballrooms, lounges, and meeting rooms. Central hub for major events. |
| 2 | Witherspoon Student Center | Indoor | N/A (medium-sized) | Multipurpose facility with auditorium and meeting rooms; often used for student and cultural programs. |
| 3 | Duke Energy Hall (Hunt Library) | Indoor | ~ 5,400 sq ft | Large configurable hall on Centennial Campus used for conferences and receptions. |
| 4 | University Plaza (The Brickyard) | Outdoor | ~ 45,240 sq ft | Iconic outdoor plaza for fairs, rallies, tabling, and high-traffic public events. |
| 5 | Global Courtyard | Outdoor | N/A (medium) | Landscaped courtyard between Primrose and Tompkins Halls; hosts global and cultural programs. |
| 6 | Thomas H. Stafford Jr. Commons | Outdoor | N/A (large) | Green space adjacent to Talley Student Union; used for concerts, festivals, and student fairs. |
| 7 | Court of North Carolina | Outdoor | N/A (large) | Historic campus lawn for ceremonies and large outdoor gatherings. |
| 8 | Harris Field | Outdoor | N/A (large) | Open area used for concerts, recreation, and student welcome events. |
| 9 | Reynolds Coliseum - Protective Footing required | Indoor / Athletics | ~ 186,000 sq ft (total) / 5,500 capacity | Multipurpose athletics arena; supports sporting events, graduations, and major indoor ceremonies. |

| Appendix A | | | | |
|-------------------|---|-------------------------|--|---|
| # | Location | Indoor / Outdoor | Approx. Size / Capacity | Notes / Typical Use |
| 10 | Carter-Finley Stadium | Outdoor / Athletics | 56,919 capacity / 117,000 sq ft (TowneBank Center) | Large stadium for football and special events; special logistics and access considerations. |
| 11 | Murphy Center (at Carter-Finley) | Indoor / Athletics | ~ 103,000 sq ft | Athletics and event facility with banquet-style spaces. |
| 12 | Weisiger-Brown Athletics Facility | Indoor / Athletics | ~ 69,800 sq ft | Athletics administrative and training facility; occasionally used for team and department events. |
| 13 | J.C. Raulston Arboretum / Gardens | Outdoor | Several acres (varies by area) | Scenic garden venue for receptions, small ceremonies, and photography. |
| 14 | Wolf Plaza | Outdoor | N/A (small-medium) | Central plaza for small events, displays, and student engagement. |
| 15 | Engineering Oval / Centennial Campus Greenspaces | Outdoor | N/A (variable) | Large open lawns used for departmental showcases and outdoor exhibits. |