



**PURCHASING DEPARTMENT
BUSINESS CENTER SOUTH
NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)**

**REQUEST FOR PROPOSAL 480-RG
Ticketing, Marketing, and Distribution Software**

RELEASE DATE: September 21, 2009

LAST DAY FOR QUESTIONS: October 5th, 2009 @ 5 pm

LAST DAY FOR ADDENDA October 12th, 2009 @ 5 pm

OPENING DATE, TIME and LOCATION: October 20th, 2009
2 pm Local Time
University of Nevada, Las Vegas
4505 Maryland Parkway
Campus Services Building, Room 235
Las Vegas, NV 89154-1033

Sealed proposals, **one original and 7 copies**, subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be publicly opened as stated above. **All proposals must be received on or before this date and time to be considered.** Proposals may be mailed to:

University of Nevada, Las Vegas
Purchasing Department
4505 Maryland Parkway
Las Vegas, Nevada 89154-1033

Or hand delivered to UNLV Purchasing Department located in the Campus Services Building, Room 235, on UNLV main campus. Please go to <http://maps.unlv.edu/> to view a map of UNLV campus.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to:

Attn: Rhonda Gilmour, Purchasing Analyst
Purchasing Department
4505 Maryland Parkway
Las Vegas, NV 89154 -1033
Phone: 702-895-1578
Fax: 702-895-3859
rhonda.gilmour@unlv.edu

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SECTION A **INTRODUCTION**

A. Purpose of Request

The Board of Regents of the Nevada System of Higher Education, Business Center South Purchasing Department on behalf of the University of Nevada Las Vegas (UNLV) UNLVtickets Department, invites interested parties to submit an RFP Response for Ticketing, Marketing, and Distribution Software. UNLV is looking for a partner with the strategic vision to enable us to accomplish several goals, including:

- Maximize ticket sales and ticket-related revenue for our teams, arenas and events.
- Execute all ticketing and CRM (Customer Relationship Management) functions (campaign management, contact management, etc.) in one integrated system solution. CRM consists of the processes a company uses to track and organize its contacts with their current and prospective customers. Information about customers and their ticketing preferences can be accessed by different internal departments to market certain events.
- Maximize customer data capture, analytic capabilities and reporting.
- Offer opportunities to cross-sell and up-sell tickets, food and beverage, merchandise, etc.
- Provide a compelling and positive customer and brand experience.
- Utilize a system that meets the highest current standards of technology, speed and reliability.
- Provide a system that can capitalize on new and emerging technologies, maximizing customer experience and revenues.

A browser served, web-based software solution is highly desired, however stand alone and hosted software will also be considered. UNLVtickets has partnered with the casino industry for ticket sales which are regulated by the Nevada Gaming Control Board. It will be the responsibility of the winning proposer to incur all costs and fees associated with having their software approved by the NGCB. More information is available at <http://gaming.nv.gov>.

UNLV plans to create a "short list" of firms to provide software demonstrations based on responses to questions in the attached scope of work. The firms invited for the demonstrations will be requested to submit their cost proposals at that time. UNLV is not soliciting cost proposals at this time.

B. The University

The University of Nevada, Las Vegas (UNLV), located in the vibrant and dynamic city of Las Vegas and surrounded by the Mojave Desert, is emerging as a premier urban university. The University currently has over 220 undergraduate, masters, and doctoral degree granting programs and serves over 28,000 students. Additionally, there are approximately 3,000 faculty and staff. The University's 340-acre campus is located in the southeast part of the city, near the McCarran International Airport and the Las Vegas Strip.

C. Terminology

RFP	The term "RFP" as used throughout this document will mean Request for Proposal.
PROPOSER	The terms "Proposer" as used throughout this document will mean the respondents to this Request for Proposal
CONTRACTOR	Successful Proposer(S)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's proposal and any mutually agreed upon written modifications
CONTRACT	Agreement
DIRECTOR	The term "Director" as used throughout this document will mean the University of Nevada Las Vegas Director of Purchasing and Contracts.
REQUEST	Request for Proposal, RFP
UNLV	University of Nevada, Las Vegas
NSHE/BCS	The Nevada System of Higher Education. NSHE is Nevada's public higher education system. It is comprised of four community colleges, one state college, two universities and one research institute.
BOARD OF REGENTS	The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of UNLV.

SECTION B
SUBMISSION INSTRUCTIONS

The UNLV invites you to submit a proposal on the material and/or services specified within this Request for Proposal. Please read carefully all instructions, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, pricing response form, response form, sample insurance if applicable, and sample contract if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the Request for Proposal may result in your proposal being declared non-responsive.

1. **PREPARATION AND SUBMISSION**

- a) The Proposer is expected to examine the entire Request for Proposal including any attachments. Failure to do so will be at the proposer's risk.
- b) If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided to all proposers. UNLV is not bound by any oral representations, clarifications, or changes made in the written specifications by UNLV employees, unless such clarification or change is provided to proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **Proposal Response Form**. Proposal may be considered non-responsive in the event addenda are not acknowledged.
- c) The proposal submitted should not exceed **100** pages. Other attachments may be included with no guarantee of review.
- d) All proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested.
- e) **If applicable, prices are to be submitted on the pricing response form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the bid. Proposers shall include with their forms the necessary documents or attachments as required in this document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this Request for Proposal must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the proposer, RFP number, title as listed on the first page of the Request for Proposal, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer shall submit one (1) clearly labeled original and seven (7) copies of their proposal. The name of the Proposers' firm shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to UNLV or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a proposal not properly addressed and identified.

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- i) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.
- j) When not otherwise specified, proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- l) Any irregularities or lack of clarity in the invitation should be brought to the attention of the Purchasing Department, as soon as possible so an addendum may be furnished to all proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the Director of Purchasing or the Purchasing Representative listed on page one of this Request for Proposal. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the UNLV Website: <http://purchasing.unlv.edu/solicitations> and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Desk will be notified via fax as well.

- m) Altering the Request for Proposal form may render the proposal null and void.
- n) Persons or firms submitting an offer for this Request are certifying that they have had no contact with an employee or member of the Nevada System of Higher Education (NSHE), in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the Nevada System of Higher Education (NSHE) shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular offer without further consideration.
- o) All Proposers, by signing the **Proposal Response Form**, certify that they agree to the terms and conditions set forth in this RFP and attached sample contract unless otherwise stated.
- p) All Proposers, by signing the **Proposal Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and **Proposal Response Form** shall be enclosed in sealed envelopes and addressed to:

University of Nevada, Las Vegas
Purchasing Department
4505 Maryland Parkway
Box 451033
Las Vegas NV 89154-1033.

The name and address of the Proposer and the RFP No. 480-RG shall be clearly marked on the face of the envelope. If Proposer has already submitted the initial Request for Proposal response prior to receiving the addendum, addenda must be submitted in a sealed envelope and marked in the same manner as the original Request for Proposal.

- r) UNLV accepts no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.
- s) UNLV reserves the right to contract for less than all of the services identified herein.
- t) The contents of your proposal or other information submitted to UNLV are subject to public release, upon request, after the Contract award. The proposer shall mark as "proprietary" those parts of its proposal that it deems confidential and proprietary. However, the proposer is alerted that this marking is advisory only and not binding on UNLV. If there is a request from the public to inspect any part of the proposal so marked, UNLV will advise the proposer and request further justification in support of the "proprietary" marking. **Prices are not considered proprietary and should not be marked as so.** If UNLV determines, after receipt of the justification, that the material is releasable, the proposer will be notified.

2. EVALUATION OF PROPOSALS

- a) At the date and time stated in this Request, all proposals will be opened publicly and the name of the respondents will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate proposals based on the criteria listed below. UNLV reserves the right to create a "short list" of firms to provide on-site software demonstrations. The firms invited to give demonstrations will be evaluated again using the same criteria, but the second scoring will be based on each respondent's demonstration, discussion, and cost proposal. The points for the presentation will be weighted 60% of the total score, and the cost proposal will be weighted 40%. At the conclusion of the evaluation of demonstrations, the committee will recommend a firm for award.
- c) A contract will be awarded on the basis of which proposal UNLV deems best suited to fulfill the requirements of the RFP. UNLV also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirements of this RFP.
- d) UNLV will be the sole judge as to the acceptability, for our purposes, of any and all proposals.
- e) Proposals will be evaluated according to the evaluation criteria stated below:

Weighted Evaluation Criteria	Possible Points
Infrastructure and Technology	10
Installation, Training and Support Planning	10
Sales and Marketing Functionality	15
Ticketing Operation Functionality	20
Customer Relations and Database Mgmt	10
Fundraising and Donor Functionality	15
Miscellaneous Requirements	10
Experience & References	10
TOTAL	100

1. Infrastructure and Technology

1.1 System Architecture

- a. Describe your ticketing system architecture.
- b. Is your system command based or point-and-click?
- c. What is the normal mode for the hosted system to communicate with the venue (T-1's, other)? What is the communication redundancy features? Please describe communication architecture.
- d. Does your system provide for a secure hosted environment at a Tier 4 facility? Please describe.
- e. Please describe your system's backup and redundancy. UPS, backup hosting facility, mirrored hardware/software, generators, alarm notifications, built-in reboots, etc.
- f. How does your system handle multiple client/venue databases within the same system?
- g. What types of system securities are in place? Describe user levels of security and permission based controls/flexibilities. Does your system contemplate securities for multi-venue/entity usage? Please describe.
- h. Please indicate your system's recent downtime/ uptime performance record.
- i. Does your system provide for barcode ticket scanning capabilities? Wireless?

1.2 Venue Requirements for Compatibility

- a. Please describe minimum venue intranet LAN server specifications and/or PC hardware/software/operating system requirements to utilize your system.
- b. Does your system support a zero-configuration web-based only environment?

1.3 System Performance

- a. Please describe your system's throughput capabilities as it relates to ticket sales volume during major ticketing on-sales. Describe both benchmarked and documented 'live' volume capacities. Give example.
- b. In a hosted environment, please describe which resources may be shared (ie ticketing server). How are shared resources allocated to minimize impact on a given venue's processing ability?

1.4 Financial Accountability

- a. Is your system PCI compliant and certified?
- b. Is your system SAS70 certified by an independent auditing firm?

- c. Does credit card authorization take place in real time?
- d. Does your system allow for online address, zip code and CVV2 verification? Offline (back office)? If so, please explain configurable parameters.
- e. Can operator-specific audit trails be captured for each transaction and written to an administrator-defined output?
- f. Does your system allow for remote access to reporting and auditing? If so, please describe. Who controls access?
- g. Does your system allow data to be readily exported via other file formats? Which formats?
- h. Can client/venue control per ticket/order service fees in accordance with variable/dynamic price points?

1.5 Systems Interfacing

- a. Do you enable data to be imported/exported to other third party systems? With what third party systems is your system compatible?
- b. Do you have an open architecture allowing data manipulation amongst varied operating systems?
- c. Can third party providers read/write to data files?
- d. Do you have defined interfacing specs for third party integration for such tools as CRM, seat map visualization, dynamic pricing, stored value ticketing, etc.?

1.6 System Enhancement Requests

- a. Do you allow venues to participate in identifying your system's 'roadmap' and future direction? If so, describe the process.
- b. How are system upgrades initiated? Down time?

1.7 Miscellaneous Infrastructure Requirements

- a. Do you have the ability to FTP print files and ticketing manifests to ticket printing vendors?
- b. Who has access to the database? Who owns the database?
- c. Does your system offer a 'test' environment for training and beta testing?
- d. Do you utilize benchmarking tools to simulate maximum system load? If so which tools are employed?
- e. Describe the security mechanisms in place to protect client/venue proprietary data.
- f. Describe anti-fraud and anti-malice system protections that are in place.

- g. Does your system protect against online 'robot' attacks and other fraudulent activities?
If so, please describe.

2. Installation, Training and Support Planning

Installation

Please describe the implementation / system conversion process and what your organization provides as it pertains to each of the items below.

- Project management
- Business consulting
- Website creation/development
- Data communication links
- Credit card authorization setup
- Seating manifest and map creation
- System configuration setup
- Initial event creation
- Database conversion
- Hardware installation
- Licensed software installation (where applicable)

2.1 Training

Please describe the training provided in the following areas. Also, please cite the methodology in which this training is provided.

- Management staff
- IT staff
- End-user/ticket seller
- Part-time staff
- Call center
- Day of-event staff
- Accounting/reporting

2.2 Support

Please describe the role that a dedicated account representative would serve and the escalating support levels your organization provides as it pertains to:

- Venue, box office staff and end-user ticketing system related issues
- Remote 24/7 help desk
- On-site support, where applicable

2.3 Hardware and Infrastructure Requirements

The following hardware is to be provided by the successful contractor:

- **125** handheld barcode scanners for access controlled admissions (should be adaptable/compatible to read magnetic stripes and RFID chips and have printer add-on capabilities for seat locator processing)

- **90** wireless access points
- On-site servers as needed for the Access Management System (if applicable)
- **50** high-speed point-of-sale thermal ticket stock printers (Boca or equivalent)

2.3.1 Service Level

Please describe your overall success rate in maintaining maximum 'up time' for the various components within your system. Please provide statistics regarding your systems performance/availability and any average down time sustained. Online? Back Office Ticketing? Access Management? Communication Links?

3. Sales and Marketing Functionality

3.1 Single Event Sales

- a. Does your system effectively allow for interactive, real-time ticket sales from a shared ticket inventory pool for current and future events through the following single event sales channels, please describe.
 - box office windows
 - Internet
 - kiosks
 - call center
 - remote outlets
 - mobile phone
 - IVR
- b. Does your system allow for online restricted qualified pre-sales? Offline?
- c. Does your system allow for the following methods of delivery? Through all of the above sales channels?
 - print ticket on demand
 - print-at-home
 - virtual / paperless
 - PDA
 - will call
 - kiosk
 - mail
 - Fedex/UPS (interface with ticketing system)
- d. Can you restrict number of seats purchased in one transaction, order or account for high volume on sales? Through all of the above sales channels?
- e. Can your system deliver tickets to a second accountholder address?
- f. Does your system have shopping cart functionality? Can it be turned off? Describe business rules that can be applied.

- g. Does your system allow for both reserved and general admission seating sales within the same event? Transaction? Through all of the sales channels?
- h. Please describe versatility and methods by which users can search for seats for an event both online (consumers) and offline.
- i. Does your system allow for online ticket sales by non-English communicating patrons? Is it multi-lingual?
- j. Can your system be integrated with a Nortel Networks Meridian PBX system and Symposium Express to allow call center agents to automatically see who is calling and what events they have purchased in the past based on their phone number?
- k. Does your system support automated outbound calling?

3.2 Subscription and Package Sales

- a. Does your system support the following types of subscription or packaged sales via the following sales channels? Internet, phone, in-person, kiosk? Please describe functionality.
 - Full season
 - Partial season packages (pre-defined partial season plans)
 - Pick-a-plan
 - Flex Plans
- b. Does your system allow for pro-rated subscription packages?
- c. Does your system allow patrons to choose package seats from a map or is it limited to 'best available' offers?
- d. Does your system allow for package seats to be held in an account as an unpaid reservation that will not be reflected in sales figures?
- e. Does your system allow seats within a package to be returned, resold, exchanged, reprinted and/or cancelled without the entire subscription / package being affected?
- f. Does your system provide functionality that helps to re-seat and/or upgrade subscription / package ticketholders from renewal-to-renewal period? Does it tie upgrades to account information and criteria, such as longevity, donations, priority points, etc? If so, please describe.

3.3 Group Sales

- a. Please describe the flexibility your system allows in establishing business rules for groups and what 'group' specific functionality your system possesses.
- b. Can your system automatically scale price by group size?
- c. Will your system do best available seat searches for large groups of seats? Across sections?
- d. Will your system provide venue welcome messaging data (e.g. group name on

scoreboard)?

- e. Does your system help facilitate group fundraising functionality in any way?
- f. Does your system provide any tools that would help identify / collect data on individual members of a group purchase?

3.4 Student Ticketing

- a. Please list any functionality that is intended and a specific tool that facilitates university student ticketing.
- b. Does your system allow for the automated upload of student account data directly into the ticketing system to be used for issuing student tickets online? Offline?
- c. Can your system be used to assign priority points for students who attend events?
- d. Can this data be used to allow students to utilize their student ID's with access control systems to gain entry into events?

3.5 ADA Ticket Sales

- a. Please describe any functionality your system provides that facilitates the sale of tickets to patrons with special needs (ADA required seating) and their accompanying guests ticketing.

3.6 Luxury Suite / Premium Seating Rentals / Sales

- a. Please describe any specific functionality geared towards facilitating luxury suite / premium seating rentals and / or sales.

3.7 Inventory Presentation

- a. Please describe briefly the seat search algorithm for best available searches. If this is configurable by sales outlet, please describe.
- b. Does your system provide seat maps for patrons and / or ticketing staff to employ? If so, please describe. If maps are used to select seats will it allow single seats to be left unallocated?
- c. Does the system allow for a view from seats for online sales?
- d. Will your system always return a seating location offer, even if the category requested is unavailable?

3.8 Discounting and Promotions

- a. Please describe discounting and promotional functionality as they apply to single, group, season and package ticket sales. Please make note if capability does not apply to any particular sales channel.
- b. Does your system allow 'on fly' discounting for additional purchase (buy second

event get 25% off)?

3.9 Service Fees

- a. Does your system account for the following types of service fees?
 - per ticket
 - per order
 - method of delivery
 - taxes
 - ancillary
- b. Can the above fees be applied or waived according to sales channel? Price type? Seating category? User discretion?
- c. Can a ticket be returned, cancelled or voided without returning the service fee?
- d. Can these different fees be reported on separately? Can they also be included and excluded on an event audit?

3.10 Dynamic and Variable Pricing

- a. Can your system apply predetermined variable fixed prices for events within a subscription or package?
- b. Can your system adjust single event pricing up or down based on market indications systematically?
- c. Can your system provide a bi-directional data feed to a dynamic pricing third party provider?

3.11 Complimentary Tickets

- a. Does your system allow for complimentary tickets to be issued in the same order as paid or discounted tickets?
- b. Can a full value be printed on complimentary tickets?
- c. Can complimentary tickets or ancillary items be automatically added on to paid ticket orders?

3.12 Auctions/Lotteries/Random Drawings

- a. Does your system have functionality to perform online auctions, lotteries and/or random drawings? If so, please describe.

3.13 Social and Viral Networking Marketing Functionality

- a. Please describe any social viral networking tools your system might employ or support.

3.14 Sales Commissions and Tracking

- a. Does your system provide the ability to associate a salesperson with an account? An order within an account?
- b. Does this system provide a mechanism to track a multi-faceted sales commission plan?

3.15 Miscellaneous Sales/Marketing Requirements

- a. Can your system package and bundle non-ticket items with ticket sales? If so, please describe.
- b. Can your online ticket sales tool system be integrated using **application programming interfaces (API)** for other non-ticketing marketing partners (hotels, car rentals, restaurants, etc)? If so, describe.
- c. Can your online ticketing process be tied into third party ticket insurance offers? Does your company have a relationship with third party ticket insurance vendor?
- d. Does your system offer a preferred customer or rewards/incentive program? Please describe.

4. Ticket Operation Functionality

4.1 Objective

A state-of-the-art hosted ticketing system replete with a fully integrated access control system, comprehensive event management controls, multi-channel distribution capabilities, and a full suite of reporting abilities. System must provide a customer-facing portal, inventory control, invoicing and financial accountability.

4.2 Inventory Management

- a. Please indicate the number of seat statuses (hold statuses) available on your system.
- b. Can the hold status be differentiated by distinct seasons or event types?
- c. Can seat statuses be changed via point and click on a map? Can changes be applied by event, multiple event, subscription package structure, seating category, section, row, and seat?
- d. Describe the user control levels for changing or viewing seat statuses.
- e. Does your system have a mechanism to reflect unusable seating inventory as a 'kill', not reflected in overall sales reporting? Describe.

4.3 Reporting

Please describe your suite of reports (in detail) as they pertain to:

- Primary box office
- Secondary box office (including remote outlets)

- Season / package tickets (new sales and renewals)
- Fundraising
- Group sales
- Secondary market sales
- Call center sales
- Web-based for management, promoters and other stakeholders
- Sales commissions
- Marketing
- Financial department

4.4 Invoicing

- a. Please describe your system's functionality regarding all facets of invoicing capabilities, including but not limited to, invoice generation, aging, payment plans, item inclusion/exclusion, percentage payment calculations, online/offline renewal payments, deposits, etc.

4.5 Payments

- a. Please list the various methods of payments your system will accept.
- b. Does your system support multiple payments in varying percentages? Describe.
- c. Does your system support coupons and vouchers, loyalty programs. If so, describe.
- d. Does your system allow payment plans? For season/package tickets and/or pledges/fundraising? If so, describe plan flexibility.
- e. Please describe your interface capabilities with third party credit card processors. Transaction speed?
- f. Can your system keep a credit card on file for future transactions?
- g. Does your system offer a bulk cancelation process that will automatically refund all credit cards if an event is canceled?

4.6 Accounting

- a. Please describe your systems ability to aid the accounting department in the following areas:
 - Sales tax calculations
 - Las Vegas live entertainment tax calculations
 - Retail outlet commissions report
 - Event settlement reports
 - Daily sales and reconciliation reports
 - Cash receipt reports broken down by event for daily settlement that identifies how the sale occurred (where, when, how)
- b. Is your system capable of tracking receivables? Can receivable be excluded from a standard event audit?

- c. How does your system track complimentary tickets?
- d. Please describe your processes as it relates to refunds, voids and reprinted tickets. Can your system provide separate tracking for these types of transactions?

4.7 Stored Value Ticketing (using barcode)

- a. Please indicate if your system has stored value on ticket functionality for concession and retail transactions
- b. Can your system integrate with a third party stored value provider
- c. Does it have account based stored value functionality?
- d. Describe which sales channels tickets can be sold with stored value.

4.8 Ticket Printing

- a. Please describe your systems ticket printing capabilities via all channels (immediate, deferred, batch, third party FTP files, print-at-home, etc)
- b. Describe how and when a unique bar code is generated for tickets. Describe barcode format.

4.9 Virtual/Paperless Ticketing

- a. Does your system have 'paperless' ticket functionality? If so, describe.
- b. If yes, is it connected to a closed looped integrated secondary market platform?

4.10 Fulfillment

- a. Please describe how your ticketing system handles tickets fulfillment and distribution.

4.11 Online 'My Tickets' Functionality

- a. Please describe any of the online 'my tickets' type functionality your system supports (e.g. ticket transfers, resale, payments, stored value, cookie tracking with purchase suggestions, etc.)

4.12 Access Management System

- b. Please describe the features of your access management system pertaining to (but not limited to) the following:
 - controlled venue admissions
 - 'paperless' admissions
 - barcode format
 - wireless handhelds / turnstiles
 - controlled admissions to clubs/restaurants/parking

4.13 Secondary Market Ticketing

- a. Does your system have its own secondary market (customer resale platform built in)?
- b. Is your system integrated for posting and verified delivery of tickets with any third party secondary market provider?
- c. Please describe any secondary market functionality your system provides.

4.14 Event Setup and Inventory Control

- a. Please describe how events and new inventory is created. Does this require ticketing vendor intervention or can venue users do these steps?
- b. Please describe the rollover process for season or subscription accounts and inventory

5. Customer Relations and Database Management

5.1 Contact Management

- a. Please describe the contact management tools that are inherent in your system.
- b. Please indicate third party CRM's that can interface with your system. Real time?

5.2 Database Management

- a. Please describe your systems ability to capture and retain meaningful data and the specifics regarding what level of data can be maintained practically from both an archival and historical perspective. What level of data is retained year-to-year?

5.3 Identifying the Anonymous Fan

- a. Does your system provide any tools to help identify the 'anonymous fan' (those fans in attendance that are not in your database)?

5.4 Data Mining and Analysis

- a. Is your system capable of integrating with enterprise-class web analytics solutions such as Google Analytics? If applicable, please detail the solutions you have currently integrated with.
- b. Please describe any data mining and analysis system functionality that is commonly utilized by other clients.

5.5 Data Integrity

- a. Please describe your system tools that help maintain database integrity and hygiene.

6. Fundraising and Donor Functionality

6.1 System shall provide the ability to add and track sponsor and donor information in manner that would reduce unnecessary work and facilitate revenue generation in these areas. Please describe your system's functionality in these areas:

- a. Can you create fundraising campaigns within your ticketing system for donations?
- b. Does your system have the capability of processing fundraising transactions as well as ticketing transactions at the same time? Can this be done online as well as in the back office ticketing system? Please provide details.
- c. Can your system calculate Priority Points for season ticket holders? Is this customizable? Please provide details.
- d. Can your system create and send pledge reminders to donors for automatic follow-up?
- e. Can customers make donations and renew memberships online via a link from your website?
- f. Please provide any additional fundraising functionality your system may provide.

7. Miscellaneous Requirements

7.1 Miscellaneous

- a. Please detail any clients you currently service that have venues with greater than 15,000 seat capacity.
- b. Do you currently provide ticketing solutions for any division one collegiate athletic departments and/or professional sports teams? If so, please list.
- c. Does your system support multi-lingual ticketing
- d. Please describe any ticketing kiosk functionality available via your system (sales/will call/upgrades).
- e. Please describe specific capabilities that your system provides that will enable UNLV to serve as a regional ticketing distributor.

8. Experience and References

The Offeror should provide the following information about his/her company so that the University can evaluate the Offeror's stability and ability to support the commitments set forth in response to the RFP. The University, at its option, may require the Offeror to provide additional documentation to support and/or clarify the

requested information. The Offeror's outline of the company's background should include:

8.1 The length of time the company has been in business, and how long the company has been in the business of providing travel and expense processing systems to public and/or higher education institutions. Indicate how much money your company invests annually in research and development for the proposed system.

8.2 A brief description of the company (e.g. past history, present status, future plans). Identify the number of employees in your firm, the ownership and if the company has ever filed bankruptcy, been in loan default, or if there any pending liens, claims or lawsuits against the firm. List companies with which you have "partnership" arrangements.

8.3 Provide a statement of qualifications describing the firm's knowledge and experience in providing and maintaining travel and expense processing systems.

8.4 Describe if the firm has had a contract terminated for default in the past five years. Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor performance or if the issue of performance was either (a) not litigated due to inaction on the part of the Offeror, or (b) litigated and such litigation determined that the Offeror was in default. Submit full details of their terms for default including the parties' name, address, and telephone number. Present the Offeror's position on the matter. The University will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Offeror in the past five years.

8.5 Attach an annual report, Form 10-K, or other certified statement of financial condition such as a recent audited financial statement.

8.6 The Offeror should provide a minimum of five (5) client references that are preferably public and/or higher education institutions similar in size and scope to the University and whose usage requirements are similar to those specified herein. For each reference, please provide the number of users utilizing the ticketing system and time period over which the system has been in place. References shall include the following:

- Name and location of institution
- Name and title of contact at institution
- Telephone number of contact

Furnishing incorrect or incomplete reference information may lead to the Offeror's elimination from consideration for award. The decision to eliminate an Offeror from consideration for poor reference checks, or for incorrect and/or incomplete reference information shall be at the sole discretion of The University and shall not be subject to appeal.

3. **LATE PROPOSALS**

Formal, advertised Request for Proposal's indicate a time by which the proposals must be received in the Purchasing Department. Proposals received after that time will be returned, unopened to the proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document.

4. **PUBLIC OPENING OF RFP's**

RFP's will be opened and read publicly at the time and place indicated in the Request for Proposal. Prospective proposers, their authorized agents and other interested parties are invited to be present.

5. **WITHDRAWAL OF PROPOSAL**

Any prospective proposers may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the Purchasing Department in writing, or presents themselves in person with proper identification to the Purchasing Department and verbally requests the bid be withdrawn and signs for its receipt.

SECTION C
GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE PERIOD

The proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

2. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. AWARD OF CONTRACT

- a) Award will be made to the most responsible and responsive proposer(s). The basis of award will be determined by evaluation of items as listed in section B, 2 titled **"Evaluation of Proposals"** and any other established purchasing methods that are applicable.
- b) The UNLV reserves the right to award on a multi-year basis.
- c) The initial term of the contract will be four (4) years with the option to extend, at UNLV's sole discretion, for an additional three (3) consecutive one (1) year options.
- d) The proposer is solely responsible for the content of its proposal that best meets the evaluation criteria set forth in the Request for Proposal. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to the Request for Proposal.
- e) The UNLV reserves the right to reject any or all proposals or any part of the proposal and to waive informalities and minor irregularities in the proposals received.
- f) A formal Contract will be signed by each successful proposer and the UNLV to perform this service.
- g) The terms and conditions contained in the attached sample contract or, in the sole discretion of UNLV, terms and conditions substantially similar to those contained in the contract, will constitute and govern any agreement that results from this RFP. If proposer takes exception to any terms or conditions set forth in the contract, proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by UNLV and may result in disqualification of proposer's offer as non-responsive to this RFP. If proposer's exceptions do not result in disqualification of proposer's response, then UNLV may consider proposer's exceptions when UNLV evaluates the proposer's response.

- h) The UNLV Purchasing Department reserves the right to enter into discussions with any one or all of the proposers after proposals have been initially reviewed by the UNLV. Such discussions may be for clarification of proposal content contained in a responsive proposal and/or may result in request for a "Best and Final" offer from proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the Request for Proposal, unless otherwise modified.
- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain equipment or services at the RFP price throughout the term of this contract.

4. COMPLIANCE

Proposers are required to comply with all OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply.

5. CONFIDENTIAL TREATMENT OF INFORMATION

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Request for Proposal.

6. CONFLICT OF INTEREST

Persons or firms submitting an offer on this Invitation are certifying that they have had no contact with an employee or member of the NSHE in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular offer without further consideration.

7. DEFAULT OF CONTRACT

In case of default of the contractor, the UNLV may procure the articles or services from the other sources and hold the contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

8. DISQUALIFICATION OF PROPOSERS

Proposers may be disqualified and rejection of proposals may be recommended by the Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by the UNLV.
- b) Lack of signature by an authorized representative on the response form.
- c) Failure to properly complete the response.
- d) Evidence of collusion among proposers.
- e) Unauthorized alteration of forms.
- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular project.
- h) Any proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.

- i) UNLV reserves the right to waive any minor informality or irregularity.

9. FAILURE TO FURNISH AT SPECIFIED PRICE

If a successful proposer fails to furnish any item at the price specified in the offer, whether such failure is due to a mistake of fact by the proposer or any other reason, the Director of Purchasing UNLV, may cause the name of such proposer to be removed from the list containing the names of prospective proposers to whom Request for Proposals are mailed, for such period of time, not exceeding 1 year or less than 6 months, or the payment of a penalty of 5 percent of total price of all items on which was submitted, as the Director of Purchasing may determine.

10. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be made at destination.

11. PROMPT PAYMENT DISCOUNTS

The offered discount of a successful proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by UNLV, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date the UNLV check is mailed.

12. PROTESTS

Any proposer, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protester. If the Protester wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the Senior Vice President for Finance & Business, UNLV. The decision of the Senior Vice President for Finance & Business will be final. The Senior Vice President for Finance & Business need not consider protests unless this procedure is followed.

13. SAMPLES

Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

14. SMALL BUSINESS CONCERNS

- a) Minority business concerns will be afforded full opportunity to submit proposals in response to this Invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

DEFINITIONS AND REQUIREMENTS

(1) Minority Owned Business Enterprise (MBE)

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of African American, Hispanic American, Asian-Pacific American, or Native American ethnicity.

(2) Women Owned Business Enterprise (WBE)

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

(3) Disabled Owned Business Enterprise (DBE)

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

(4) Veteran/Disabled Veteran Business Enterprise (VDBE)

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.

(5) Small Business Enterprise (SBE)

An independent business which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

- b) All proposers, by signing this proposal, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.

15. SUSTAINABILITY

- a) A key focus of the UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations which the UNLV is involved. It is important that proposers share this commitment as well. Therefore, sustainable goods and services should be offered whenever available and specifically when required in the proposal documents.
- b) UNLV may request the successful proposer to provide reports related to sustainability on all goods and services provided under this proposal. Reports may include, but are not limited to: sustainable attributes of each product or service, the dollar and percentage amount spent on sustainable or environmentally preferred products and services, and the total amount spent by UNLV.
- c) All electronic equipment the UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve the University's energy and financial performance while distinguishing our institution as an environmental leader.

16. TAXES, LICENSES AND PERMITS

It is the proposer's responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. The UNLV is exempted from paying state, local and federal excise taxes.

SECTION D
PURCHASE ORDER TERMS AND CONDITIONS

1. **ADDITIONS/CHANGES**

No extra work, additions, alterations, including changes in price will be paid by NSHE/BCS unless agreed to and performed pursuant to and in accordance with a written revision to the order.

2. **CANCELLATIONS**

NSHE/BCS reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall NSHE/BCS be required to pay more than Seller's actual cost of labor and supplies consumed to the point of cancellation.

3. **CONFLICTING TERMS**

The above terms and conditions may only be modified by NSHE/BCS with the exception of clauses which may be in conflict with any bid, proposal or contract pertaining to this project. Bid, proposal or contract terms and conditions will take precedence.

4. **DEBARMENT/SUSPENSION STATUS**

The proposer/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

5. **DELIVERY**

Delivery must be made within the time stated and only to the destination stated on this order. If Seller fails to deliver on time, NSHE/BCS reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on this order.

6. **GOVERNING LAW**

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

7. **HAZARDOUS MATERIALS**

Sellers furnishing supplies which contain hazardous materials must label each container listing the identity of such material. Each carton or package must also be identified on the outside with the appropriate hazard warning. Seller must furnish the necessary MSDS for each chemical, substance or product listed on this order. The Purchase Order Number must appear on all MSDS material pertaining thereto.

8. **INDEMNIFICATION**

Seller, shall indemnify, defend and hold harmless NSHE/BCS from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

9. **INSURANCE**

All Seller's performing work on NSHE/BCS premises are required to provide evidence of coverage for Worker's Compensation and General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.

10. **INVOICES**

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.

11. **NON-DISCRIMINATION**

The Seller shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. He shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. He shall comply with and shall require his/her Subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

12. **PRICE WARRANTY**

Seller warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Seller reduces its price(s) for such items or services during the term of this order, Seller agrees to reduce the price(s) hereof accordingly. Seller warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from NSHE/BCS.

13. **PROMPT PAYMENT DISCOUNT**

Seller's prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.

14. **PURCHASE ORDER NUMBERS**

NSHE/BCS purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

15. **QUANTITY AND QUALITY**

The quantity term stated on this order shall be complied with strictly, as stated. The Seller warrants that all goods, materials, or work furnished are of reasonable average quality and would meet such a standard of description in the trade.

16. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**

In performance of the order, Seller shall comply with all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

17. **TAX EXEMPTION**

NSHE/BCS is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

18. **TERMINATION FOR DEFAULT**

In the event of the Seller's default hereunder, NSHE/BCS may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or default may be declared with or without termination. The Seller's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

19. **WARRANTY**

Seller expressly warrants that all items or services covered by this order will conform to the drawings, specifications or samples (if any) or other description furnished by NSHE/BCS. All items or services will be fit and sufficient for the purpose intended as an implied warranty of merchantability.

SECTION E
SCOPE OF SERVICES

UNLVtickets was created in July of 2002 to bring all of the UNLV ticketing needs together under one ticketing system. It was also established to create a new revenue stream for the University, while enhancing our abilities to provide a higher level of customer service to our patrons.

UNLVtickets provides ticketing services (call center, internet and retail outlets) and assistance for all Campus Related Events, including Special Events, UNLV Division I Athletics, UNLV Performing Arts Center, and UNLV Student Government.

UNLVtickets has used the established infrastructure to create our organization, and built a ticketing department that provides Regional Ticketing Services for 10 Station Casino properties, 4 Boyd Gaming Properties and the Orleans Arena, the City of Henderson and the Henderson Pavilion and have also utilized our call center to provide overflow phone services for other venues such as the Bob Hope Theater in Stockton, CA.

UNLV Ticketing is currently on the Ticketmaster – Paciolan platform, with the current agreement scheduled to end in the third quarter of 2010.

The UNLV objective is to maximize ticket sales and related revenue via a robust, fully-integrated hosted ticketing technology solution that contemplates student ticketing and fundraising development requirements while providing a 'white label' ticketing platform for multi-client/venue utilization.

Other Important Objectives include the following:

- A. Contract with a vendor that can provide a ticketing platform that processes both primary single event sales and plan and packaged sales, while providing inventory management control. The system should also process secondary market transactions including single events, premium seating and potentially, licensed inventory. UNLV should have the option for full-service ticketing system and/or client distribution network and/or option to brand consumer facing network complete in-house ticketing solution/white label software).
- B. Utilize a ticketing service company that has open communication, support, and training. This should include 24/7 user support and a dedicated account representative. User driven research and development roadmap that combines vision with realistic deliverables. Must provide timeline for seamless upgrades and set forth/maintain high level of service deliverables.
- C. A state-of-the-art hosted ticketing system replete with a fully integrated access control system, comprehensive event management controls, multi-channel distribution capabilities, and a full suite of reporting abilities. System must provide a customer-facing portal, inventory control, invoicing and financial accountability.
- D. Customizable flexible secure system possessing the wherewithal and scale to conduct major high-volume individual ticket "on sales" for single/multi high-profile events. Ability to sell group and packaged tickets, as well as licensed merchandise across all sales channels with discounting, variable and dynamic pricing capabilities. System should be student ticketing savvy and effectively handle college fundraising/development requirements. System architecture should be designed to facilitate system add-ons and be able to work with third party vendors to promote expansion while providing consumers with state-of-the-art functionality and UNLV compatibility to newly

developed revenue generating technologies.

- E. Inclusive CRM and/or data mart structure and functionality, or ability to interface in real-time with third party systems to facilitate sales campaigns and contact management. Must provide sales analysis tools and be able to readily interface bi-directionally with third party sales lead and analysis providers.

Schedule A – Fiscal Year 2008

Single Tickets Special Events

	<u>Sold</u>	<u>Comp</u>	<u>Total</u>
TMC	136,714	56,950	193,664
SBS	91,696	10,963	102,659
COX	13,747	3,595	17,342
	242,157	71,508	313,665

Season Tickets Special Events

NFR	144,169	3,190	147,359
PBR	46,968	11,985	58,953
WC	39,761	690	40,451
MWC/NBAS	44,957	9,464	54,421
	275,855	25,329	301,184

Single Tickets Athletics

Football	53,426	25,535	78,961
Men's Basketball	53,089	27,830	80,919
Olympic Sports	16,067	5,887	21,954
	122,582	59,252	181,834

Season Tickets Athletics

Football	35,077	13,104	48,181
Men's Basketball	136,188	27,828	164,016
Olympic Sports	2808	4776	7,584
	174,073	45,708	219,781

Regional Ticketing Sales

Combined	377,174	209,355	586,529
			1,602,993

SECTION F
RFP RESPONSE FORM

ACKNOWLEDGMENT OF ADDENDA:

The undersigned acknowledges receipt of the following addenda:

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

Addenda No. _____ Dated _____ Addenda No. _____ Dated _____

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

COMPANY NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME AND TITLE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____ FEDERAL TAX ID NO: _____

Please check the appropriate box below all in accordance with Section B – General Terms & Conditions.

MINORITY BUSINESS TYPE:

Minority Business Enterprise ☐ Women-Owned Business Enterprise ☐
Physically Challenged Business Enterprise ☐ Veteran/Disabled Veteran Business Enterprise ☐
Small Business Enterprise ☐ Not Applicable ☐

DEBARMENT/SUSPENSION STATUS

1. The proposer/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The proposer/contractor agrees to provide immediate notice to UNLV's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this proposal but prior to the award of the purchase order/contract.

EXCEPTIONS

Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the stated requirements, the proposer may still compete in the solicitation. However, the UNLV Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

Are there exceptions to this proposal? YES _____ NO _____

LIST OF SUBCONTRACTOR(S) (if applicable)

Subcontractor Name: _____

Contact Person _____ Telephone Number _____

Description of Work _____

Financial Records as required are to be attached to this form and submitted with your proposal.



CONTRACT NO.

**CONTRACT FOR PROVIDING Ticketing, Marketing, and Distribution Software FOR THE
UNIVERSITY OF NEVADA, LAS VEGAS (UNLV)
UNLVtickets DEPARTMENT**

This CONTRACT is made and entered into on the _____ day of _____, _____, by and between the Board of Regents of the Nevada System of Higher Education (NSHE), on behalf of the University of Nevada, Las Vegas, UNLVtickets Department, (hereinafter called "UNLV") and _____ (hereinafter called "Contractor"), for the providing of Ticketing, Marketing, and Distribution Software.

WITNESSETH:

WHEREAS, Contractor submitted a Proposal in response to UNLV's Request for Proposal No. 480-RG, and;

WHEREAS, UNLV has accepted the Contractors Request for Proposal as the one best suiting the interest of the University, and;

WHEREAS, UNLV requires the services of Contractor capable of providing Ticketing, Marketing, and Distribution Software, and;

WHEREAS, Contractor is qualified to provide such services;

NOW, THEREFORE, in consideration of the premises and mutual covenants, terms, conditions, obligations, and Contracts contained herein, and other good and valuable consideration, the parties agree as follows:

The following are incorporated herein by reference and made a part of this Contract:

Enumeration:

- A. Request for Proposal No. 480-RG and all addenda issued
- B. Contractor's response to Request for Proposal No. 480-RG dated _____
- C. Contractor's "Best and Final Offer" received on _____

In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Contract, (2) NSHE's Request for Proposal No.480-RG, (3) _____ Request for Proposal response along with the Best and Final Offer (**IF APPLICABLE**).

**ARTICLE I
TERM**

A. INITIAL TERM:

The term of this contract shall be from date contract is fully executed through four years.

B. CONTRACT RENEWAL:

The contract may be renewed after the initial term for an additional period of three, one year period(s) at UNLV's sole discretion.

C. CONTRACT EXTENSION:

UNLV reserves the option to temporarily extend this Contract for up to 90 calendar days from its expiration date for any reason.

**ARTICLE II
SCOPE OF CONTRACT**

The Scope of the initial portion of this Contract shall be as is noted in Contractor's Proposal dated_____. If there are any conflicts with that Proposal and this Contract, the terms of this Contract shall prevail.

This Contract, together with all attachments, proposal documents, Appendixes, Exhibits and other appendices thereto, constitutes the entire Contract between the parties and supersedes all previous Contracts, whether written or oral between the parties with respect to the subject matter hereof, whether expressed or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties hereto further understand and agree that the other party and its agents have made no redemonstrations or promises with respect to this Contract, except as in this Contract expressly set forth.

**ARTICLE III
AMOUNT OF CONTRACT**

The amount to be paid to Contractor for work performed under this contract shall not exceed _____.

All payments shall be made within thirty days of acceptance of the related invoice. Should the acceptance of such invoices be in doubt, Contractor shall not be due any interest or penalty on any unpaid amounts.

**C. ARTICLE IV
DEFAULT**

In case of default by the Contractor, the UNLV reserves the right to hold the Contractor responsible for any actual, consequential or incidental damages.

**ARTICLE V
INSURANCE, LIABILITY & INDEMNIFICATION**

A. INSURANCE

The Contractor shall procure and maintain:

- 1) Commercial General liability insurance including coverage for premises/operations, products/completed operations and personal injury in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- 2) Automobile liability insurance in the amount of \$500,000 Combined Single Limit.
- 3) Workers Compensation insurance as required by Nevada Statute.

The Board of Regents of the Nevada System of Higher Education shall be named as additional insured on the Commercial General Liability policy by Insurance Services Office (ISO) standard endorsement CG 20 26 07 04 entitled ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION.

The Contractor shall provide certificates of insurance evidencing the required insurance prior to the effective date of this contract.

B. OFFICIAL, AGENT AND EMPLOYEES OF OWNER NOT PERSONALLY LIABLE

It is agreed by and between UNLV and Contractor that in no event shall any official, officer, employee, or agent of UNLV in any way be personally liable or responsible for any covenant or Contract therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

D. C. INDEMNIFY

Contractor, shall indemnify, defend and hold harmless Board of Regents of the Nevada System of Higher Education, its officers, employees, and agents from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, arising either directly or indirectly from any act or failure to act by the Contractor or any of its officers or employees, which may occur during or which may arise out of the performance of this Contract.

**ARTICLE VI
INSTALLATION**

A. COMMENCEMENT OF INSTALLATION

Upon UNLV's issuance of a Purchase Order, Contractor shall commence with the delivery and installation of Ticketing Marketing and Distribution Software.

B. ACCESS TO UNLV'S FACILITIES

UNLV shall provide Contractor with access to its network and facilities as is necessary and proper for Contractor's installation and testing of the Ticketing Marketing and Distribution Software. UNLV shall cooperate in good faith with the Contractor in connection with such installation and testing.

C. ON-SITE TESTING AND DEBUGGING

Contractor shall provide on-site at UNLV such technical support as is necessary to install and test the Ticketing Marketing and Distribution Software and to insure that all "bugs" are worked out of the

Ticketing Marketing and Distribution Software during its installation and testing and until UNLV gives its conditional acceptance or final rejection of the systems as hereinafter provided.

ARTICLE VII

ACCEPTANCE OR REJECTION OF TICKETING, MARKETING AND DISTRIBUTION SOFTWARE

A. PROOF OF PERFORMANCE

In accordance with the processes set forth, Contractor shall demonstrate to UNLV that the UNLV Ticketing Marketing and Distribution Software as a whole is fully and completely functional and in good operational condition and perform all the functions and services as specified in this Agreement.

B. NOTICE OF ACCEPTANCE

Upon completion of its installation and testing of Ticketing Marketing and Distribution Software, Contractor shall give UNLV a written notice stating that the installation and testing is completed and that the system is fully functional and completely operational. Thereafter, Contractor shall demonstrate to UNLV that the system is fully functional and completely operational and shall turn the systems over to UNLV for its operation for a period of at least ninety (90) days (the "System Demonstration Period"). If at the conclusion of the System Demonstration Period the system is shown to be fully functional and completely operational then UNLV shall accept the systems by delivering to Contractor a written notice of acceptance of the system. If UNLV accepts the system following the foregoing demonstration of functionality, then UNLV shall pay the Purchase Price to Contractor in accordance with this Agreement.

C. NOTICE OF REJECTION

If at the conclusion of the System Demonstration Period the system is not shown to be fully functional and completely operational then UNLV shall in good faith reject the systems by delivering to Contractor a written notice of rejection of the system. If UNLV rejects the systems, then Contractor shall diligently work to troubleshoot or otherwise correct the systems. At the conclusion of such effort, Contractor shall deliver to UNLV a written notice stating that the troubleshooting and testing is completed and that the systems are fully functional and completely operational. Thereafter Contractor shall demonstrate to UNLV that the systems are fully functional and completely operational and shall turn the systems over to UNLV for its operation for the System Demonstration Period. At the conclusion of the System Demonstration Period, UNLV shall either accept or, in good faith, reject the system in the manner set forth in this Paragraph. If UNLV rejects such the system then the troubleshooting and systems demonstration process set forth in this Subparagraph shall be repeated until UNLV accepts such work or, in good faith, communicates its final rejection of the systems to Contractor by delivering its notice of final rejection to Contractor. Within ten (10) business days after UNLV delivers its notice of final rejection, Contractor shall refund to UNLV the full amount of any monies, if any, UNLV paid to Contractor. UNLV shall, at Contractor's expense, return the entire systems to Contractor within fourteen (14) days after the delivery of the notice of final rejection.

ARTICLE VIII WARRANTIES

Contractor represents and warrants that the Ticketing Marketing and Distribution Software meets or exceeds the specifications set forth in this Agreement.

Contractor shall assign to UNLV all warranty rights that Contractor acquired from the original manufacturers and other persons from whom it purchased the components and software of the Ticketing Marketing and Distribution Software.

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Contractor warrants that for a period of ninety (90) days starting with the date UNLV delivers its notice of acceptance to Contractor the Ticketing Marketing and Distribution Software will perform in accordance with the specifications set forth in this Agreement and that all elements of the system shall be free of defects in material, design and workmanship, provided that during the 90 day warranty period UNLV notifies Contractor in writing of any claimed defects or deficiencies. During such period of time, any problems with the components of the Ticketing Marketing and Distribution Software which become evident shall be repaired free of charge, except for consumable supplies; provided, however, that such problems have not been caused by use or misuse of such products for purposes for which they were not designed or by unauthorized alteration or modification of such design.

ARTICLE IX MAINTENANCE OF THE TICKETING, MARKETING AND DISTRIBUTION SOFTWARE

A. SOFTWARE MAINTENANCE

In consideration of UNLV's payment of the Annual Maintenance Fee, Contractor shall provide the services of maintaining the software of the Ticketing Marketing and Distribution Software. With respect to software, Contractor's maintenance obligation shall include Contractor upgrading the system to maintain current with each new release, to include debugging or otherwise remedying flaws or errors in the software, remedying corruption in the software and indices, files and other components of the software running at UNLV, furnishing and installing (or instructing UNLV's staff to install) other software patches, upgrades and new releases that Contractor develops or otherwise distributes to its clients.

B. ANNUAL TERM OF MAINTENANCE

Contractor's obligation to provide maintenance for the hardware, devices, equipment, components and software of the Ticketing Marketing and Distribution Software shall be for a period of time (the "Maintenance Term") equal to 365 days beginning on the day after the warranty has expired and the date UNLV delivers its notice of acceptance to Contractor. The initial Maintenance Term shall be automatically renewed for successive one year terms unless terminated as provided herein.

C. TERMINATION OF MAINTENANCE

UNLV may terminate the obligations under this Section by giving written notice of such termination at least thirty (30) days in advance of the expiration of such initial Maintenance Term or renewal thereof. If a notice of termination is timely given, the termination shall be effective only upon and after the expiration of the initial Maintenance Term or renewal thereof.

D. ANNUAL MAINTENANCE FEE

[Intentionally Left Blank]

E. SERVICE HOURS

Telephone Support; On-Site Service. Contractor's technical support staff shall be available by telephone 24 hours a day 7 days a week, including holidays, at the following toll free telephone number: _____. Contractor shall immediately notify UNLV in writing of any changes to the call center telephone number.

F. SUPPORT

If Contractor determines that the problem can be remedied by reinstallation of a part of or all of the Ticketing Marketing and Distribution Software then Contractor shall lead UNLV through the reinstallation procedures. If Contractor determines that the reinstallation should be from new floppy disks, CD-ROM disks or similar media then Contractor shall ship replacement media to UNLV by overnight delivery. If Contractor determines that reinstallation of software will not remedy the problem or if Contractor cannot determine the cause of the problem or otherwise determines that resolution of the problem requires a customer service engineer to travel to UNLV then Contractor shall arrange for its customer service engineer to be at UNLV's site the first business day following such determination.

G. RECORDS OF MAINTENANCE

Contractor shall maintain records of maintenance provided to UNLV and shall create and maintain a log of all requests by UNLV for maintenance, the time or times of such requests, the action taken in response to such requests, the time or time of such action and the results thereof. Contractor shall furnish UNLV with a copy of such log upon request. UNLV shall have the right to inspect such records of maintenance upon reasonable notice to Contractor.

**ARTICLE X
TRAINING**

Contractor shall train UNLV staff members on the use, operation and maintenance of the Ticketing Marketing and Distribution Software. The specific commencement date and training schedule shall be arranged in advance by UNLV and Contractor.

**ARTICLE XI
PAYMENT TO CONTRACTOR**

Within thirty (30) days after UNLV delivers its notice of acceptance of the Ticketing Marketing and Distribution Software, UNLV shall pay the Purchase Price and Annual Maintenance Fee to Contractor.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon written notice being given by UNLV to the Contractor. UNLV's decision as to whether sufficient appropriations are available shall be accepted by Contract and shall be final.

B. ASSIGNS AND SUCCESSORS

The Contractor shall neither assign, transfer, nor delegate any rights, obligations, or duties under this Contract without the prior written consent of the UNLV.

C. COMPLIANCE

Vendors are required to comply with all OSHA, EPA, ADA, HIPAA, FERPA, NCAA and other relevant state and federal standards, codes and regulations that may apply.

In order that the UNLV may determine whether the Contractor has complied with the requirements of the Contract Documents, the Contractor shall, at any time when requested, submit to the UNLV, properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

D. CONFIDENTIALITY

Contractor acknowledges that it is to keep all confidential information secure and is not to disseminate or use any materials and/or data that belongs to UNLV, whether originals or copies. Contractor acknowledges that UNLV would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without UNLV prior written approval.

E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body. Contractor agrees to provide immediate notice to UNLV's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment during the term of this Contract.

F. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Contract, Contractor certifies that it and/or its Subcontractors does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, age, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

In the event Contractor or their Subcontractors are found guilty by an appropriate authority to be in violation of any Federal, State, or local law, UNLV may declare the Contractor in breach of the contract and immediately terminate said contract.

G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this contract. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Contractor hereby expressly consents to the jurisdiction of said court.

H. HEADINGS

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

I. INDEPENDENT CONTRACTOR

The Contractor shall be subject to and operate under all applicable Federal, State, City and Municipal Enactment's Codes, and Ordinances and those of the State of Nevada regarding Industrial Insurance and expressly covenants and agrees that the Contractor's employees engaged on the work hereunder are not, and shall not be treated or considered as the servants and employees of the UNLV, it being the intention of the parties hereto that the Contractor shall be and remain an Independent Contractor, and that nothing herein contained shall be construed inconsistent with that

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status. Contractor hereby covenants and agrees to save and hold harmless the UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of such enactment's codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said enactment's codes, ordinances or otherwise.

J. MODIFICATION

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

K. NOTICES

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

Director of Purchasing
University of Nevada, Las Vegas
4505 Maryland Parkway
Las Vegas NV 89154-1033

Contractor as follows:

(INSERT NAME AND ADDRESS OF CONTRACTOR)

L. OWNERSHIP OF MATERIALS

By signing this Contract, Contractor acknowledges that any materials and/or data that may result from its efforts, as related to this Contract, are the property of the University of Nevada Las Vegas (UNLV), and, as such, may not be disseminated in any form whatsoever to any person, group or organization without the prior written authorization of UNLV. Contractor further acknowledges that it is acting as the Custodian of Record for all materials and/or data that may result from the Contract and that all such materials and/or data must be transmitted, in its/their original and copied form, to UNLV within 72 hours of UNLV request to do so, and that its role as Custodian of Record shall remain as long as it has in its possession any such referenced materials and/or data.

M. TAXES, LICENSES AND PERMITS

It is the Contractor's responsibility for securing all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the work involved.

The Nevada System of Higher Education is exempt from paying state, local and federal excise taxes.

N. TERMINATION

UNLV shall have the right at any time to terminate further performance of this contract, in whole or in part, for any reason. Such termination shall be effected by written notice from UNLV to the Contractor, specifying the extent and effective date of the termination. On the effective date of the termination, the Contractor shall terminate all work and take all reasonable actions to mitigate expenses. The Contractor shall submit a written request for incurred costs performed through the date of termination, and shall provide any substantiating documentation requested by UNLV. In the event of such termination, UNLV agrees to pay the Contractor within thirty (30) calendar days after acceptance of invoice.

O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P. USE OF UNIVERSITY NAME AND/OR LOGO IN ADVERTISING

Contractor acknowledges that it cannot use the name of the Board of Regents of the Nevada System of Higher Education (NSHE), University of Nevada, Las Vegas (UNLV), or Nevada State College (NSC) logo or any other related name in the performance of its services, in its advertising, or in the production of any materials related to this Contract, without the prior written approval of UNLV.

Q. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

(TYPE IN NAME OF CONTRACTOR)

APPROVED:

BY:

(TYPE IN NAME OF CONTRACTOR) Date

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION ACTING ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

BY:

Jerry Koloskie, Interim Athletic Director Date

BY:

Gerry J. Bomotti, Senior Vice President for Finance & Business Date

BY:

Neal J. Smatresk, President Date

APPROVED:

Daniel J. Klaich, Chancellor Date

EXHIBIT C
SAMPLE INSURANCE CERTIFICATE

CERTIFICATE OF INSURANCE					ISSUE DATE (MM/DD/YY)	
PRODUCER *REQUIRED INSURANCE			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE			
INSURED			COMPANY A			
			COMPANY B			
			COMPANY C			
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LIST BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERE IN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE (MM/DD/YY)	POLICY EFF DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY				GENERAL AGGREGATE	\$2,000,000
	☐ COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/CP AGS	\$1,000,000
	☐ ☐ CLAIMS MADE ☐ OCCUR				PERSONAL & ADV. INJURY	\$1,000,000
	☐ OWNERS & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$1,000,000
	☐ UNDERGROUND EXPLOSION AND COLLAPSE				FIRE DAMAGE (ANY ONE FIRE)	\$
	☐ INDEPENDENT CONTRACTOR				MED. EXPENSE (ONE PERSON)	\$
	B				AUTOMOBILE LIABILITY	
☐ ANY AUTO		BODILY INJURY (PER PERSON)	\$			
☐ ALL OWNED AUTOS		BODILY INJURY (PER ACCIDENT)	\$			
☐ SCHEDULED AUTOS		PROPERTY DAMAGE	\$			
☐ HIRED AUTOS		EACH OCCURRENCE	\$			
	EXCESS LIABILITY				AGGREGATE	\$
	☐ UMBRELLA FORM					\$
	☐ OTHER THAN UMBRELLA FORM					\$
C	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS	
	EACH ACCIDENT				\$100,000	
	DISEASE POLICY LIMIT				\$100,000	
	DISEASE - EACH EMPLOYEE				\$	
	PROFESSIONAL LIABILITY (IF APPLICABLE)				PER CLAIM	\$500,000
					MINIMAL AGGREGATE	\$1,000,000
Board of Regents, and the Nevada System of Higher Education						
CERTIFICATE HOLDER / ADDITIONAL INSURED			CANCELLATION			
Board of Regents Nevada System of Higher Education 4505 Maryland Parkway Las Vegas, NV 89154			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR COVERAGE REDUCED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL _____ DAY WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.			
			AUTHORIZED REPRESENTATIVE			

* Sample certificate of insurance includes copyrighted material of ACORD Corporation with its permission.