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Section 1 Overview

The University of Massachusetts Amherst (hereinafter referred to as the “University”) is seeking proposals to enter into a contract with a qualified firm to provide outsourced Database Management & Analytics, along with Ticket Marketing, Sales and Services for the University in accordance with the scope of work, service requirements, and terms and conditions set forth in this RFP.

This RFP is designed to provide interested bidders with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal’s content or exclude any relevant or essential data. Bidders are at liberty and are encouraged to expand upon the specifications to evidence service capability under any agreement, specifically in terms of competencies which are unique to said firm, and offer a competitive advantage in comparison to others.

University’s Current Ticket Sales Data: The University of Massachusetts currently charges admission for six sports: football, men’s ice hockey, men’s basketball, women’s basketball, men’s lacrosse and softball. All numbers below are yearly averages and are not exact numbers, and are only provided to give a basic understanding of current ticket sales performance:

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Football</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Season Ticket Equivalents*</td>
<td>2,176</td>
<td>1,866</td>
<td>1,983</td>
<td>2,008</td>
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<tr>
<td>Group Tickets Season</td>
<td>9,853</td>
<td>9,299</td>
<td>12,766</td>
<td>10,639</td>
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<tr>
<td>Group Tickets Per Game Avg.</td>
<td>1,971</td>
<td>1,550</td>
<td>2,128</td>
<td>1,883</td>
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<tr>
<td>Single Tickets Public Tickets Season</td>
<td>13,529</td>
<td>11,102</td>
<td>26,710</td>
<td>17,114</td>
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<tr>
<td>Single Tickets Per Game Avg.</td>
<td>2,706</td>
<td>1,850</td>
<td>4,452</td>
<td>3,003</td>
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<tr>
<td>*includes single venue half season plans in 2014-15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Gross Home Regular Season Ticket Revenue</td>
<td>$838,781</td>
<td>$1,110,646</td>
<td>$1,260,055</td>
<td>$1,069,827</td>
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<tr>
<td><strong>Ice Hockey</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Season Tickets</td>
<td>704</td>
<td>696</td>
<td>647</td>
<td>682</td>
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<td>Group Tickets Season</td>
<td>4,136</td>
<td>2,878</td>
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<td>Group Tickets Per Game Avg.</td>
<td>230</td>
<td>192</td>
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<td>Single Tickets Public Tickets Season</td>
<td>16,234</td>
<td>11,455</td>
<td>10,010</td>
<td>12,566</td>
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<tr>
<td>Single Tickets Per Game Avg.</td>
<td>902</td>
<td>764</td>
<td>589</td>
<td>751</td>
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<td>Total Gross Home Regular Season Ticket Revenue</td>
<td>$368,719</td>
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### Men's Basketball

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<tr>
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<tbody>
<tr>
<td>Season Tickets</td>
<td>1,668</td>
<td>1,557</td>
<td>1,718</td>
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<tr>
<td>Group Tickets Season</td>
<td>4,413</td>
<td>8,856</td>
<td>4,008</td>
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<td>Group Tickets Per Game Avg.</td>
<td>294</td>
<td>590</td>
<td>267</td>
<td>384</td>
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<tr>
<td>Single Tickets Public Tickets Season</td>
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<td>30,199</td>
<td>15,006</td>
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<td>Single Tickets Per Game Avg.</td>
<td>1,148</td>
<td>2,013</td>
<td>1,000</td>
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<td>Total Gross Home Regular Season Ticket Revenue</td>
<td>$704,214</td>
<td>$969,959</td>
<td>$730,395</td>
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### Women's Basketball

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<tr>
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<td>79</td>
<td>69</td>
<td>66</td>
<td>71</td>
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<td>Group Tickets Season</td>
<td>327</td>
<td>320</td>
<td>313</td>
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<td>Group Tickets Per Game Avg.</td>
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<td>25</td>
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<td>Single Tickets Public Tickets Season</td>
<td>962</td>
<td>712</td>
<td>703</td>
<td>792</td>
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<td>Single Tickets Per Game Avg.</td>
<td>69</td>
<td>55</td>
<td>54</td>
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<tr>
<td>Total Gross Home Regular Season Ticket Revenue</td>
<td>$8,791</td>
<td>$6,925</td>
<td>$6,886</td>
<td>$7,534</td>
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### Men's Lacrosse

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<tr>
<td>Season Tickets</td>
<td>31</td>
<td>29</td>
<td>22</td>
<td>27</td>
</tr>
<tr>
<td>Group Tickets Season</td>
<td>719</td>
<td>521</td>
<td>376</td>
<td>539</td>
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<tr>
<td>Group Tickets Per Game Avg.</td>
<td>144</td>
<td>87</td>
<td>54</td>
<td>95</td>
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<tr>
<td>Single Tickets Public Tickets Season</td>
<td>1,404</td>
<td>1,656</td>
<td>956</td>
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<tr>
<td>Single Tickets Per Game Avg.</td>
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<td>276</td>
<td>137</td>
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<td>Total Gross Home Regular Season Ticket Revenue</td>
<td>$13,125</td>
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### Softball

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<tr>
<td>Season Tickets</td>
<td>86</td>
<td>64</td>
<td>56</td>
<td>69</td>
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<tr>
<td>Group Tickets Season</td>
<td>198</td>
<td>57</td>
<td>76</td>
<td>110</td>
</tr>
<tr>
<td>Group Tickets Per Game Avg.</td>
<td>18</td>
<td>10</td>
<td>8</td>
<td>12</td>
</tr>
<tr>
<td>Single Tickets Public Tickets Season</td>
<td>698</td>
<td>391</td>
<td>590</td>
<td>560</td>
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<tr>
<td>Single Tickets Per Game Avg.</td>
<td>63</td>
<td>65</td>
<td>59</td>
<td>63</td>
</tr>
<tr>
<td>Total Gross Home Regular Season Ticket Revenue</td>
<td>$9,033</td>
<td>$6,265</td>
<td>$6,468</td>
<td>$7,255</td>
</tr>
</tbody>
</table>

**Alumni Database:** 7,500 athletic donor contacts  
**System Database:** 164,000 contacts. Approximately 130,000 email addresses and phone numbers.

### 1.1 Purpose

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from bona fide, qualified proposers who are interested in providing outsourced Database Management & Analytics, along with Ticket Marketing, Sales and Services for UMass Athletics.
1.2 Goals and Objectives

UMass Athletics is looking for a firm that can develop and execute a comprehensive Ticket Marketing, Sales and Service Plan with specific execution strategies and programs that result in increased ticket sales and related revenues, not limited to just season and group ticket sales, and other unique/unforeseen sales opportunities and related ancillary revenues. Specifically, we would expect the selected firm to develop and execute:

- A fan contact data capturing system and data-base repository and CRM administration system for all relevant contact info, lead list assignment and sales progressing/tracking and accountability management mechanisms
- Targeted lead lists and analyzing the effectiveness of such campaigns;
- A customer service center for UMass fans/ticket buyers, making outbound sales calls and servicing inbound calls
- Assistance in database segmentation, and e-mail marketing thereafter to said segments.

1.3 Definitions

A. Shall – The term “shall” denotes mandatory requirements.

B. Must - The term “must” denotes mandatory requirements.

C. May - The term “may” denotes an advisory or permissible action.

D. Should – The term “should” denotes a desirable action.

E. Contractor – Any person having a contract with a governmental body.

F. Agency - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch authorized to participate in any contract resulting from this solicitation.

G. University – University of Massachusetts, Amherst

H. Discussions - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
1.4 Performance Standards

1.4.1 Performance Requirements

Must provide increase in season ticket and group ticket sales and develop new ticket accounts.
Must provide quality customer service.
Must meet the Universities standards with hiring and management of employees.
Must provide accurate accounting reports, and meet all compliance standards.

1.4.2 Performance Measurement/Evaluation

After each year of the contract vendor will be evaluated on the below performance requirements:

Must provide increase in season ticket and group ticket sales and develop new ticket accounts on an annual basis.
Must provide quality customer service.
Must meet the Universities standards with hiring and management of employees.
Must provide accurate accounting reports, and meet all compliance standards.

Section II. TIMELINE / QUESTIONS

2.1 Acceptance / Rejection of Proposals

Only proposals that are received by the proposal opening date and time will be considered. The University reserves the right to reject any or all proposals, wholly or in part and to make an award in a manner deemed by the University of Massachusetts Amherst to be in its best interest.

2.2 Estimated TimeLine

<table>
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<tr>
<td>Release of RFP</td>
<td>October 12, 2015</td>
</tr>
<tr>
<td>Closing Date for Questions</td>
<td>October 19, 2015 1 P.M.</td>
</tr>
<tr>
<td>Posting Responses to Questions</td>
<td>October 22, 2015 by 5 P.M.</td>
</tr>
<tr>
<td>RFP Opening Date</td>
<td>November 5, 2015 2 P.M.</td>
</tr>
<tr>
<td>On Campus Presentations from Qualified Bidders</td>
<td>November 17, 2015*</td>
</tr>
<tr>
<td>Anticipated Award Date</td>
<td>November 30, 2015</td>
</tr>
</tbody>
</table>

*The University reserves the right to change this date.
The University may extend these dates at its sole discretion.
2.3 Questions / Contact Person

All questions from prospective bidders concerning this RFP must be submitted in writing by 1 p.m. on October 19, 2015 to the following,

Gary S. Duggan  
Associate Director of Procurement  
University of Massachusetts  
Amherst, MA  01003  
Fax:  (413) 545-1643  
Email:  gsduggan@admin.umass.edu  
Reference AA16-GD-5078

No telephone calls will be entertained. Inquiries received after the specified date and time will not be accepted.

The University will post its response to written questions on its web site at http://www.umass.edu/procurement/bidsopen.htm by 5 p.m. on October 22, 2015.

The University will extend the due date by written addendum if such information significantly amends this RFP or makes compliance with the original proposed due date impractical.

2.4 Proposal Opening Date / Time

Vendors shall submit their proposal response electronically via Bid Express: www.bidexpress.com (see info below) in its entirety including all requested supporting documentation as required in the proposal specifications by Thursday, November 5th at 2:00pm EDST at which time the proposal will be opened and publicly read.
The University of Massachusetts Amherst will now be accepting electronic proposals via the www.bidexpress.com website. All electronic proposers must first register on the bidexpress.com website and create an Info Tech Digital ID. Registration and Digital ID creation are free. It can take up to five business days to process your Digital ID and it is highly recommended that a Digital ID be enabled 48 hours in advance of submitting an electronic proposal. Please plan accordingly. A fee of $25 will be incurred for those who wish to propose electronically on a pay-per solicitation basis; alternatively, you may subscribe for $50 per month to have access to bid on all solicitations and receive email notifications. Submitting proposals via the Bid Express website will become mandatory for any proposal advertised on or after October 1, 2015.

For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

Vendor shall deliver its proposal to the following address, or submit thru Bid Express, by November 5th at 2:00pm EDST at which time the proposals will be opened and publicly read:

It is the sole responsibility of the proposer to ensure that his/her proposal is received in its entirety at the address listed above before the time listed. Proposals received late or at the wrong location will be filed unopened in the bid file and will not be considered.

Section III. GENERAL TERMS

3.1 Public Information

All proposals and related documents submitted in response to this RFP are subject to the Massachusetts General Law, M.G.L. Chapter 66, Section 10 and to M.G.L. Chapter 4, Section 7, Subsection 26, regarding public access to such documents. Statements in the proposal response that are inconsistent with those statutes will be disregarded.

3.2 Cost To Submit / Present Proposal

The University is not responsible for any expenses that may be incurred by any bidder to prepare, submit or present proposals.
3.3 SELECTION CRITERIA

A Selection Committee will review the bids. The award will be awarded in its entirety to the bidder who, in the sole opinion of the Selection Committee, offers the best overall package. The bids will be evaluated based on a point system. The criteria and their assigned points will placed in a sealed envelope in the bid file prior to the bid opening date and time, for use by the Selection Committee during the award process.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

The committee may reject any or all proposals if none is considered in the best interest of the University.

The proposal will be evaluated in light of the material and the substantiating evidence presented to the University, not on the basis of what may be inferred.

3.3.1 Financial Proposal

- Revenue and ticket sales increase to the University
- Expense or associated risk to the University

Note: The proposer must include an itemized listing of all expenses or fees, if applicable, (including travel) that are expected to be paid by the agency. Travel and other allowable expenses shall be reimbursed in accordance with regulations. All out of state travel will be subject to prior approval by the Secretary of the agency or his/her designee.

3.3.2 Technical Proposal

Approach and Methodology

- CRM Implementation & back-end applications
- Email marketing capabilities (design/execution)
- Implementation/Orientation Plan
- Local know-how
- Quality of employees
- Risk Factor to the University
- Overall quality, responsiveness, and completeness of the proposal
- Years of experience, diversity of client portfolio, references, proven results
3.4 ALTERATIONS TO BIDS

The bidder may not materially alter its bid response after the bids have been opened. Only the Director of Procurement may deem what constitutes a material alteration to a bid.

3.5 EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS:

If bidder takes exception to any of the contract terms and conditions contained herein, the bidder shall so note in its bid response, referencing the section and item number and giving a complete explanation for the exception. Exceptions to the RFP may be grounds for rejection of the vendor's bid at the sole discretion of the University. A vendor must submit their contract terms in their bid response if they want it to be considered as part of this contract. The University reserves the right to accept, reject or negotiate any vendor terms submitted. Failure to submit terms with the proposal bars vendor from submitting terms after the proposals are opened.

3.6 RIGHT TO REJECT

The University reserves the right to reject any or all bids, wholly or in part, and to make the award in a manner deemed by the University to be in the best interest of the University.

3.7 CONFLICT OF INTEREST

No officer or employee of the Commonwealth shall participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is directly or indirectly interested.

3.8 POLITICAL ACTIVITY PROHIBITED

None of the services to be provided by the Contractor shall be used for partisan political activity, or to further the election or defeat of any candidate for public office.
3.9 ASSIGNMENT BY CONTRACTOR AND SUBCONTRACTING:

The Contractor shall not assign or in any way transfer any interest in the Contract without the prior written consent of the University, nor shall there be any subcontracting of services without the prior written approval of the University.

3.10 NON-DISCRIMINATION IN EMPLOYMENT & AFFIRMATIVE ACTION:

The Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts General Laws, Chapter 151B, Section 4 (1); and all relevant administrative orders and executive orders, including Executive Order 227 and Executive Order 246.

3.11 CHOICE OF LAW

The Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor agrees to bring any federal or state legal proceedings arising under the Contract in which the Commonwealth or the University is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

3.12 SEVERABILITY

If any provision of the Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

3.13 INDEMNIFICATION OF UNIVERSITY OF MASSACHUSETTS:

The Contractor shall indemnify and hold harmless the University of Massachusetts, its staff, faculty and board of trustees against any and all liability, loss, damages, costs or expenses for personal injury or damage to real
or tangible personal property which the University of Massachusetts may sustain, incur or be required to pay, arising out of or in connection with services performed under the Contract, by reason of any negligent Contractor, or any of its subcontractors providing that:

A. The Contractor is notified of any claims within a reasonable time after the University becomes aware of it; and

B. The Contractor is afforded an opportunity to participate in the defense of such claims. In such event, the Contractor shall have the right to disapprove any negotiated settlement.

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless University from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the University.

Contractor will indemnify, defend and hold the University harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the University in any action for infringement with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the University shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the University may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) the University's unauthorized modification or alteration of a Product, Material, or Service; (ii) The University's use of the
Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) The University’s use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the University’s exclusive remedy to take action in the following order of precedence: (i) to procure for the University the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the University up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being “without limitation”, and regardless of the basis on which the claim is made, Contractor’s liability for direct damages, shall be the greater of $100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The University may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

3.14 WAIVERS

All conditions, covenants, duties and obligations contained in the Contract can be waived only by written agreement of both parties. Forbearance or indulgence in any form or manner by either party, shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party.
3.15 ADDENDA to RFP

If it becomes necessary to revise any part of this RFP or if additional data is necessary to clarify any of its provisions an addenda will be posted to the Procurement Department web site at http://www.umass.edu/procurement/bidsopen.htm.

Unless otherwise stated, bid responses will be firm for a minimum of one Hundred and twenty (120) days from the RFP opening date or until such time an award is made.

3.16 CERTIFICATION – STATE TAXES

The Contractor must certify and warrant that, if it is a non-Massachusetts corporation, it has filed all reports required by State Law; that no other person has a financial interest in the Contract; and, that he/she has complied with all laws of the Commonwealth relating to taxes. The certification will be by the partner-in-charge of the audit and must be a part of the proposal from the Vendor. The language to use for this purpose is:

Pursuant to Massachusetts General Laws Chapter 62(c), Section 49 each Vendor must certify under penalties of perjury that they have complied with all laws of the Commonwealth relating to taxes. I so certify."

_________________________                 ______________________
Social Security or Federal Identification Number
Printed Name
____________________
Signature of Individual

3.17 Payment for Services

Each individual agency shall pay Contractor in accordance with guidelines set by the University. The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.
3.18 Termination

3.18.1 Termination of the Contract for Cause

The University may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that the University shall give the Contractor written notice specifying the Contractor’s failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Massachusetts’ law to terminate for cause upon the failure of the University to comply with the terms and conditions of the contract, provided that the Contractor shall give the University written notice specifying the University’s failure and a reasonable opportunity for the University to cure the defect.

3.18.2 Termination of the Contract for Convenience

The University may terminate the contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

3.18.3 Termination for Non-Appropriation of Funds

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
3.19 **Assignment**

Assignment of contract, or any payment under the contract, requires the advanced written approval of the University of Massachusetts, Amherst, Director of Procurement and Campus Services.

3.20 **Audit of Records**

Legislative auditor and internal auditors of the University System of Massachusetts or others so designated by the State of Massachusetts, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after termination by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

3.21 **Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

3.22 **Record Retention**

The Contractor shall maintain all records in relation to the contract for a period of at least five (5) years after final payment.

3.23 **Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the University and shall, upon request, be returned by Contractor to the University, at Contractor's expense, at termination or expiration of the contract.
3.24 Content of Contract/ Order of Precedence

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

3.25 Contract Changes

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior approval of the University.

Changes to the contract include any change in: compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

3.26 Substitution of Personnel

The University intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

Section IV. PROPOSAL RESPONSE

4.1 Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:
A. **Cover Letter:** The cover letter should exhibit The Proposer’s understanding and approach to the project. It should contain a summary of Proposer’s ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with the University.

The proposer certifies compliance with signature authority regulations. The person signing the proposal must be:

- A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file; or
- An individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or
- Other documents indicating authority, which are acceptable to the public entity.

The cover letter should also

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

B. **Table of Contents:** Organized in the order cited in the format contained herein.

C. **Proposer Qualifications and Experience:** History and background of Proposer, financial strength and stability, related services provided to government entities, existing customer satisfaction, demonstrated volume of merchants, etc.

D. **Proposed Solution/Technical Response:** Illustrating and describing proposed technical solution and compliance with the RFP requirements.

E. **Innovative Concepts:** Presentation of innovative or creative concepts, if any, for consideration.

F. **Project Schedule:** Detailed schedule of implementation plan. This schedule is to include implementation actions, timelines, responsible parties, etc.
G. **Financial Proposal:** Proposer’s fees and other costs, if any, shall be submitted *(usually in accordance with an attached price schedule).* Prices proposed shall be firm for the duration of the contract. This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the University. The Contractor shall further note any pay-for-performance schemes or other elements of the proposal that mitigate risks for the University. Creativity is encouraged.

H. **Local Know-How:** Presentation of knowledge of the University, fans of the University, and the Amherst/Greater Boston market in general terms.

I. **Revenue Guarantee:** Description of annual cost certainty Proposer is willing to provide University.

J. **Past Clients:** Proposer will provide the name and contact information for points of contact at three current or former clients.

K. **Box Office Relationships:** Proposer will explain past difficulties/bottlenecks experienced in working with Box Office staff at similar University’s.

L. **Database Marketing & Analytics:** Proposer shall describe in detail, firms past experience in implementing cutting edge CRM, performance analytics, and corresponding e-mail & sales person applications.

### 4.2 Proposal Elements

Proposer should provide the following:

- **Staff size and structure model**
- **Office space layout**
- **Financial breakdown of revenue split from ticket sales**

#### 4.2.1 Financial

Proposer shall provide financial projections for all expenses, and revenue projections for all sales activities. Proposer shall list the flat percentage on total home athletic department contest ticket revenue (this includes both McGuirk Stadium and Gillette Stadium for football) as well as postseason basketball tournaments, postseason ice hockey, postseason lacrosse, postseason softball and football bowl games as well as additional revenue generating events which proposer shall retain to cover expense of running operation.
4.2.2 Technical

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation, or orientation, or installation, etc. (whichever is relevant to the RFP requirements).
- Plans for training.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any.
- References for at least three agencies or private firms for whom similar or larger scope services are currently being provided. Include a contact person and telephone number for each reference. Use the References schedule at the end of this RFP for your response.
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last three years).
- Information demonstrating the Proposer’s understanding of the nature and scope of this project.

Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes the University to consider.

4.3 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

4.4 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
All proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its Technical Proposal.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages _____of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the University shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the University right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential.

4.5 Errors and Omissions in Proposal

University will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The University reserves the right to make corrections or clarifications due to errors identified in proposals by the University or the Proposer. The University, at its option, has the right to request clarification or additional information from the Proposer.

4.6 Performance

Proposals must guarantee that the University cannot be in a lesser financial standing (net ticket revenue to the University after all associated expenses incurred as a result of related service provider expenses) than in the prior year. Subject to any conference re-alignment, coaching changes, and other mutually
agreed upon extenuating circumstances, the revenue floor will be adjusted to a mutually agreed upon number.

4.7 Changes, Addenda

The University reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. The University also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal. All changes or addenda must be received prior to the opening date and time specified in this RFP.

4.8 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the UMass Amherst Director of Procurement.

4.9 Material in the RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by the University pursuant to the RFP.

4.10 Waiver of Administrative Informalities

The University reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

4.11 Proposal Rejection

Issuance of this RFP in no way constitutes a commitment by the University to award a contract. The University reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in the best interest of the University to do so.
4.12 Ownership of Proposal

All materials submitted in response to this request become the property of the University. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by the University and not returned to proposers. Any copyrighted materials in the response are not transferred to the University.

4.13 Cost of Offer Preparation

The University is not liable for any costs incurred by Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the University.

4.14 Non-negotiable Contract Terms

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

4.15 Taxes

Any taxes, other than state and local sales and use taxes, from which the University is exempt, shall be assumed to be included within the Proposer’s cost.

4.16 Prime Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The University shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

4.17 Use of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a
proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, the University urges the prime contractor to use Massachusetts vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the University Project Manager.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

4.18 Written or Oral Discussions/Presentations

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award; however, the University reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance the University’s understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

4.19 Acceptance of Proposal Content

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

4.20 Contract Negotiations

If for any reason the Proposer whose proposal is most responsive to the University’s needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the University may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The
University must approve the final contract form and issue a purchase order, if applicable, to complete the process.

4.21 Contract Award and Execution

The University reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by the University.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample contract in and submit any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, the University may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whose proposal, conforming to the RFP, will be the most advantageous to the University, price and other factors considered.

The University intends to award to a single Proposer.

4.22 Notice of Intent to Award

Upon review and approval of the evaluation committee’s and agency’s recommendation for award, the University will issue a “Notice of Intent to Award” letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the “Estimated TimeLine.” If this date is not met, through no fault of the University, the University may elect to cancel the “Notice of Intent to Award” letter and make the award to the next most advantageous Proposer.

4.23 Insurance Requirements

Contractor shall furnish the University with certificates of insurance. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and
approved by the University before work commences. The University reserves the right to require complete certified copies of all required policies, at any time. The University requires General Liability, Property Damage and Product Liability coverage. The coverage amount for each of these categories must be $1,000,000. In addition, the University requires the Contractor to have Worker’s Compensation coverage in accordance with Massachusetts laws.

Section V. SCOPE OF WORK/SERVICES

5.1 Scope of Work/Services

Please provide a detailed program proposal for the services described above. Your proposal should clearly articulate the programs and all costs associated with each aspect of the program. Your proposal should also include the following information (however you are not limited and Bidders are encouraged to provide additional information that is relevant to your program):

- Describe your firm’s approach to selling and marketing athletic tickets, particularly as it relates to the unique factors within the collegiate marketplace.

- Describe your firm’s approach for CRM implementation and the associated timeline with implementation of the program.

- Describe your firm’s approach to sales consultant commission and management fee on all of the following: season tickets, lapsed season tickets, group tickets, individual tickets, donations and related expenditure and inbound ticket sales. Specifically note how commissions and management fees apply to renewals of season tickets.

- Describe you firm’s organizational structure as it pertains to managing this program. Who at your firm will oversee this program? Who will be the key points of contact?

- Describe your firm’s staff size and structure for this specific partnership along with proposed job responsibilities of each individual who is working for the firm on behalf of the University. Describe your firm’s approach to recruiting and retaining high-performing sales consultants.

- Describe your firm’s strategic and operational marketing expertise, in particular within the collegiate athletic market place
and clients in the University’s volume category. Describe how your firm identifies and transfer best-practices.

• Describe your firm’s local knowledge of Western Massachusetts, and financial at similar land grant Universities of similar size.

• Please provide a detailed financial proposal. Please include an itemization of all costs associated with this program for the University. Please provide any revenue sharing models and note how your model mitigates risk for University.

5.2 Period of Agreement

The contract will be for five (5) years, with two (1) year renewal options at the University’s discretion.

5.3 Deliverables

• **Ticket Marketing, Sales and Service Plan** – Proposer is expected to work with Athletic staff to develop an annual Ticket Marketing, Sales and Service Plan that clearly outlines goals, strategies and tactics for growing Athletic Ticket and Related Donations and Ancillary Revenues. Responses should speak to Proposers experience and expertise in such plan development and execution.

• **Ticket Pricing Workshop** – Proposer is expected to work with Athletic staff to conduct an annual Ticket Pricing Management review with the development of a full menu of Full/ Partial and Mini Season Ticket and Group Ticket Plans, pricing and benefits that clearly outlines goals, strategies and tactics for growing Yield and increasing average ticket price and overall revenues. Responses should speak to Proposers experience and expertise in such workshop execution and plan development.

• **Sales Increase** - Proposer is expected to increase the University season and group ticket sales, and develop new ticket accounts.

• **Ticket Sales & Service Facility Build-Out** - Using the location/room provided by the University, proposer will develop a ticket marketing, sales and service center at the University that will operate under industry “Best-Practices”.

• **Telecommunications Equipment** - Telephones with headsets & desktop computers for each employee will be provided by the University. It is anticipated that the University will provide for up to six (6) phone lines including long distance calling. The University has the right to manage and monitor long distance calling. The University will have the ability to provide alternate long distance calling options if needed. All of which will be at the University expense.
• **Furniture/Work Stations/ FFE** – The University shall provide all employee work furniture and equipment, which shall include at a minimum, Managers desk, Sales Consultant and intern workstations, chairs, lockable filing cabinets, white boards, pictures, sales bell, etc.

• **Hiring a Manager and staff** - Proposer shall provide experienced leadership and high-quality staff will be recruited and trained. All staff will be hired in close coordination with the University and in full accordance with all University Human Resource Policies and Procedures.

• **Production of accounting and sales reports** - Daily and weekly sales revenue and costs reports will be produced by proposer, as requested by the University. All sales are to be made and recorded in real-time on the University's ticketing system.

• **Taxes, Licenses, and Regulatory Filings, etc.** - All applicable taxes, licenses, regulatory filings, etc., shall be the responsibility of the proposer in accordance with applicable federal, state, and local regulations.

5.4 Location

**LOCATION:** On-site at University – **TBD**


**Section VI. References**

### 6.1 References

Vendor must provide a contact listing of three or more clients where the most recent implementations were performed. This list should include the company name, contact person, telephone number and years of service with the organization. By submitting this information, the bidder authorizes members of the selection committee to contact these clients for purposes consistent with the review of this bid.

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Section VII. RFP Certification

I certify that I am authorized to sign on behalf of the organization I represent for this offer, and agree to all terms and conditions described herein.

____________________________________________________

(Company Name)

_______________________________________________

(Address)

_______________________________________________

(Signature)

_______________________________________________

(Print or Type Name)

_______________________________________________

(Title)

_______________________________________________

(Phone Number) (Fax Number)

SCHEDULE 1 - COMPANY/REPRESENTATIVE IDENTIFICATION

Please fill in the information below:

| Vendor Name: | __________________________________ |
| Address:     | ________________________________ |
| Representative: | ________________________________ |
| Phone:       | ________________________________ Fax: __________________ |
| e-mail:      | ________________________________ |
| Customer Service Contact Name: | ________________________________ |
| Toll Free telephone number for orders & questions ( ) | ____________ |