



# **STATE OF NORTH CAROLINA**

**University of North Carolina School of the Arts**

**Request for Proposal #: 62-00433**

**Ticketing System**

**Date of Issue: July 9, 2025**

**Proposal Opening Date: September 3, 2025**

**At 2:00 PM ET**

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

**Nita Mobley**

**Associate Director of Purchasing Services**

**Email: [mobleyn@uncsa.edu](mailto:mobleyn@uncsa.edu)**

**Phone: 336-770-3320**



## STATE OF NORTH CAROLINA

### Request for Proposal #

**62-00433**

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

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

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor eVP#

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

*Electronic responses through Bonfire ONLY will be accepted for this solicitation. See Section 2.6*

<b>STATE OF NORTH CAROLINA</b> <b>University of North Carolina School of the Arts</b>	
<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> Nita Mobley (336) 770-3320 mobley@uncsa.edu	<b>Request for Proposal #: 62-00433</b>
	<b>Submissions will be closed, and evaluations will begin:</b> <b>Wednesday, September 3, 2025 at 2:00 PM ET</b>
<b>Using Agency: UNC School of the Arts</b>	<b>Commodity No. and Description:</b> 432337 - System Management Software
<b>Requisition No.: {Internal}</b>	

**EXECUTION**

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

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

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

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

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

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

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

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

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

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.**

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

Proposal Number: 62-00433

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

**VALIDITY PERIOD**

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

**ACCEPTANCE OF PROPOSAL**

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

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

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

**(Authorized Representative of University of North Carolina School of the Arts)**

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## 1.0 PURPOSE AND BACKGROUND

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This RFP is intended to generate a turn-key ticketing solution that integrates all current ticketing technologies and distribution avenues and allows for growth in the future as new technologies emerge.

Vendor must confirm the system is a Hosted web-based solution.

The system must allow for direct end-user training that will be learnable, for an average user, in a short amount of time and offer intuitive operation for all users.

The system must have a reporting package that allows for data mining and manipulation of sales data to explore future programming needs and marketing opportunities with output options in an easy-to-read format.

The system shall have an Inclusive Customer Relationship Management (CRM) capability. Please describe any ability to interface bi-directionally in real-time with third party systems, such as Ellucian Banner Ethos and Raisers Edge, to facilitate sales campaigns and contact management while maintaining segregation of data and security.

It is desired that the system be able to readily interface with UNCSEA Advancement and Strategic Communications offices and their Fundraising, Development and Marketing operations.

The system must offer a mobile responsive web interface or app.

The vendor must be an established ticketing software business that has been in operation for a minimum of five (5) years prior to the release date of the RFP and must have a minimum of five (5) similar systems installed and operating in a similar size, scope, and capacity environment.

The system must meet all UNCSEA and State of North Carolina Financial and Electronic Data Processing regulations and audit requirements.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date") or April 1, 2026, whichever is later. The initial term includes a lead-in period prior to the Go-Live date to allow for system preparation, data upload, installation, and training. The Go-Live date is targeted for July 1, 2026. The first year of the contract must be extended to align the contract anniversary date with August 1 for consistency in future renewals.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than ninety (90) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

### 2.2 E-PROCUREMENT FEE

**ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprourement.nc.gov/>.

### 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

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

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

### 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	July 9, 2025
Submit Written Questions	Vendor	August 4, 2025 by 12:00PM EST
Provide Response to Questions	State	August 15, 2025 by 5:00PM EST
Submit Proposals	Vendor	September 3, 2025 by 2:00PM EST
Selection of Finalists	State	October 1, 2025
Interviews, Oral Presentations, and/or Product Demonstrations	Finalists	October 2025 (TBD)
Contract Award	State	Upon Completion of Evaluation
Contract Effective Date	State	April 1, 2026

### 2.5 PROPOSAL QUESTIONS

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

Written questions shall be emailed to [bids@uncsa.edu](mailto:bids@uncsa.edu) by the date and time specified above. Vendors should enter “RFP # 62-00433: Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

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

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

## 2.6 PROPOSAL SUBMITTAL

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

**Proposals must be submitted electronically at:**

<https://unca.bonfirehub.com/portal/?tab=openOpportunities>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Wednesday, September 3, 2025 at 2:00 PM ET**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

### Important Notes:

The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

### Need Help?

The University of North Carolina School of the Arts uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://vendorsupport.gobonfire.com/hc/en-us>

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor’s proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State’s eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

## 2.7 PROPOSAL CONTENTS

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

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

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in

accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.

- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor’s Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: COST PROPOSAL
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## 2.8 ALTERNATE PROPOSALS

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

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

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

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

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

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s proposal or

qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

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

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

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

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

### 3.4 EVALUATION CRITERIA

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

#### **System Performance and Technical Requirements (30 Maximum Points)**

- Demonstrated performance of the proposed system
- Functionality and ability to meet RFP specifications
- System maintenance and update processes
- Ongoing technical support

**Proposal Quality and Responsiveness (10 Maximum Points)**

- Clarity, completeness, and responsiveness of the proposal
- Adherence to the instructions, conditions, and format outlined in this RFP

**Implementation and Support Plan (20 Maximum Points)**

- Installation and implementation strategy
- Training plans and support for end users

**Cost Proposal (20 Maximum Points)**

- Initial upfront cost and ongoing fees
- Per-ticket fees charged by the Vendor (including a clearly defined calculation method)
- Fees charged to patrons by the Vendor
- Overall cost-effectiveness and value of the proposed solution

**Value-Added Functionality (10 Maximum Points)**

- Additional system features that may generate new or enhanced revenue opportunities

**Vendor Experience and References (10 Maximum Points)**

- Experience in providing integrated ticketing and marketing solutions for venues of similar size and scope
- Quality and relevance of references provided

**3.5 PERFORMANCE OUTSIDE THE UNITED STATES**

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

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

**3.6 INTERPRETATION OF TERMS AND PHRASES**

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

## **4.0 REQUIREMENTS**

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

### **4.1 PRICING**

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

### **4.2 INVOICES**

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order.

***INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.***

### **4.3 FINANCIAL STABILITY**

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

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

### **4.4 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

### **4.5 VENDOR EXPERIENCE**

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

### **4.6 REFERENCES**

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

#### **4.7 BACKGROUND CHECKS**

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

#### **4.8 PERSONNEL**

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

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

#### **4.9 VENDOR'S REPRESENTATIONS**

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

### **5.0 SPECIFICATIONS AND SCOPE OF WORK**

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#### **5.1 GENERAL**

##### **PROGRAM GOAL AND DESCRIPTION**

This RFP is intended to generate a turn-key ticketing solution that integrates all current ticketing technologies and distribution avenues and allows for growth in the future as new technologies emerge.

Vendor must confirm the system is a Hosted web-based solution.

The system must allow for direct end-user training that will be learnable, for an average user, in a short amount of time and offer intuitive operation for all users.

The system must have a reporting package that allows for data mining and manipulation of sales data to explore future programming needs and marketing opportunities with output options in an easy to read format.

The system shall have an Inclusive Customer Relationship Management (CRM) capability. Please describe any ability to interface bi-directionally in real-time with third party systems, such as Ellucian Banner Ethos and Raisers Edge, to facilitate sales campaigns and contact management while maintaining segregation of data and security.

It is desired that system be able to readily interface with UNCSA Advancement and Strategic Communications offices and their Fundraising, Development and Marketing operations.

The system must offer a mobile responsive web interface or app.

The vendor must be an established ticketing software business that has been in operation for a minimum of five (5) years prior to the release date of the RFP and must have a minimum of five (5) similar systems installed and operating in a similar size, scope, and capacity environment.

The system must meet all UNCSA and State of North Carolina Financial and Electronic Data Processing regulations and audit requirements.

**DETAILS OF CURRENT SYSTEM**

UNCSA currently utilizes Leap/Patron Ticketing for its Ticketing and Access Control needs. This hosted system has been in use for approximately ten (10) years.

The University’s venues present over 500 performances and film screenings each year in a dozen Reserved Seat and General Admission venues covering the entire city of Winston-Salem, North Carolina. The Roger Stevens Center, UNCSA’s largest performance venue, is currently offline for an extensive renovation with an expected re-opening in Spring 2027. Capacity of the Stevens Center is expected to be approximately 1000. Other UNCSA venues range in size from 75-600 and utilize a mix of Reserved Seat and General Admission seating. Off-campus venues ticketed by UNCSA range from 250-2000 and are a mix of Reserved Seat and General Admission seating.

The system is a real-time system incorporating online, walk-up, and phone sales. Ticket agents are located in multiple locations, all operating concurrently.

Approximate net tickets (sold less returns and exchanges) sold for the past three years as shown below:

<u>YEAR</u>	<u>ONLINE</u>	<u>WALK-UP/PHONE</u>	<u>TOTAL</u>	<u># OF COMPS IN TOTAL QUANTITY</u>
2023-24	11,850	19,575	31,425	22,525
2022-23	24,975	17,175	42,150	19,100
2021-22	19,150	16,700	35,850	16,375

UNCSA, as part of its educational functions, requires UNCSA Students to attend as many performances as possible and issues Complimentary tickets to them in order to do so. UNCSA Students may receive one complimentary ticket to any single performance or run of a production. All UNCSA Faculty and Staff may receive two tickets to any single performance or run of a production. This process is done through the Patron Ticketing “Patron Portal” and is a requirement of system. These are in addition to the many free performances that are also ticketed.

The current system has approximately 78,000 Contacts contained with-in 67,000 Accounts.

Upon completion of Stevens Center renovation, we will have a minimum of twenty (20) possible workstations, utilizing a combination of Desktop and Laptop computers and printing to as many as six (6) BOCA Ticket Printers over multiple locations.

Our current License allows up to twelve (12) simultaneous operators.

**5.2 SPECIFICATIONS**

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

**A. TICKETING SYSTEM SPECIFICS**

1. System should have the ability for UNCSA to create and manage events/performances, create new venues and price maps at any time without Vendor intervention. Describe any limitations in quantity or scope for Events/Performances, Venues, and Seating Configurations.
2. The ticketing solution must provide for purchase via Internet, Mobile, Walk-up, and Telephone sales and shall be upgradable to accommodate additional sales methods that be created in the future.
3. System must offer Reserved Seat, General Admission and Timed Entrance tickets and the ability to

mix these types of tickets in one order.

4. Describe process for Ticket Agent seat selection.
  - a. Reserved Seat
  - b. General Admission
  - c. Best Available
    - i. Describe "Best Seat Available" configuration options.
5. Describe seat map visuals as seen by Ticket Agent.
  - a. Does it show different color-coded price zones?
  - b. Available Pricing?
  - c. Does seat map hovering shows Patron, seat # and price paid for "sold" seats, other information.
6. Describe any pre-defined alerts such as performances near capacity or sell-out.
7. Describe in detail the systems adherence to all ADA requirements including on-line sales.
8. System must offer dynamic pricing. Describe process.
9. Describe systems ability to alter General Admission ticket quantities and capacities after a performance is already on sale.
10. Describe systems ability to up-grade seating, suggest additional performances and add-on items.
11. System must allow for "Pay What You Wish" tickets.
12. Describe systems ability to prompt donation solicitation with ticket purchase.
13. Describe capabilities for Livestream and Virtual Screenings.
14. Describe system's ability to customize tickets, ticket headers and receipts.
15. Describe Ticket Price Transparency systems and how it conforms to the latest laws.
16. Describe ability for partial payments.
17. Describe how the system controls per ticket/order service fees in accordance with variable/dynamic price points.
18. Describe the system's ability to issue complimentary tickets in the same order as paid or discounted tickets.
19. System must offer subscriptions and season ticket packages.
  - a. Describe Subscription and Subscription Renewal capabilities including fixed, pick-your-own and flex subscriptions. Include description of system's ability for Patrons to select their own seats.
  - b. Please describe your system's roll over functionality from season to season for subscription packages.
  - c. Describe ability for partial payment plans, and pro-rated subscriptions.
  - d. System must allow packages and subscriptions to be defined with events/performances from multiple venues.
20. System must have the capability of Print on Demand, Batch Print, Print-at-Home, Mobile, etc.
21. System must be able to print to any ticket printer at any of the venues from any workstation.
22. Describe systems automated email alerts, pre-performance and post-performance communication capabilities.
23. System must allow for printing of Sponsor Logos on both hard tickets and e-tickets.
24. Vendor must include a complete description of their systems' reporting and data mining capabilities. This should include, but not be limited to, reporting software, standard reports, report formats, event reporting, flexibility of reporting, ability to modify reports for specific events, ability to customize reports

and the ability to provide access to these reports on a privilege-based request (i.e., UNCSA staff, promoters, etc.).

25. Describe any limits on the number of Performances/Events, and Contacts.
26. Describe any limits on data storage capacity.
27. Describe how the system can restrict sales on performances, price points/discounts, advance sales and related based on operator access level.
28. Describe how the system can restrict sales based upon geographic location.
29. Describe systems to prevent mass ticket purchase abuse and the use of “ticket bots.”
30. Describe in detail the fields available in each Patrons record.
  - a. Describe the system’s ability to create custom fields within a record.
  - b. Describe system ability to create, report, and export Patron’s record Custom Fields.
31. Describe systems ability to identify, report and merge duplicate Patron records.
32. Describe how the system maintains and selects multiple addresses within the same account.
33. Describe length of time, type and accessibility to, past data collected and maintained by system.
34. Describe Seat Hold methodology.
35. Describe the system’s Gift Certificate capabilities.
36. Describe any Point-of-Sale options for non-ticket items such as pre-paid Intermission Food and Beverage, Dinner Packages, Parking and other merchandise.
37. Describe if there are any restrictions on Ticket Printers or Ticket Stock vendors.
  - a. Describe all ticket printer manufacturers’ supported by system.
  - b. System must allow for printed tickets to be individually cut, not printed as a consecutive strip.
38. Please describe what data migration possibilities are available from Vendor with particular emphasis on migration of current ticket system data, including Contacts list with purchase history and past performances. Additionally, please describe options for other data migration. (For example, UNCSA’s Office of Advancement collects donor information in Raiser’s Edge. Describe your system’s ability to interface with this database).
39. Describe systems ability to integrate with other UNCSA platforms such as UNCSA website (uses Modern Campus), digital signage, email systems (currently using Emma) and other systems.
40. Describe system ability to create, report, and export Patron’s record Custom Fields.
41. The ticketing solution must provide a secure credit card processing and payment environment. [See Section H. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI-DSS) below.]
  - a. System must allow for use of Credit Cards, Apple Pay, and Google Wallet.
  - b. Describe in detail the posting and reconciliation of payment card transactions.
  - c. On-premises credit card readers must be able to connect and transfer information electronically.
  - d. Describe how the system uses our merchant ID for processing payments, or does the software solution require a separate merchant ID.
  - e. Describe how the system reconciles and transfers funds.
  - f. Please explain, in detail, the flow of payment information in the system. See **Credit Card Processing Fees** below.
42. System must generate reports on a variable pre-programmed automatic basis and allow for automatic e-mailing of reports.
43. Describe any options for utilizing the use of Student IDs for tickets, including on-line sales given the need for UNCSA students to be able to obtain Comp tickets.
44. Describe how the proposed system can provide ticketing services to other organizations.
  - a. This information must describe how the different groups’ box offices can sell tickets and service

only their events and not see information from other venues, while at the same time allowing UNCSCA full access, with proper operator permission, to have full access to all data for all events and organizations.

- b. Describe how accounting of funds from each organization's box office would be managed.
  - c. Indicate how accounts specific only to one organization are kept separate from other organizations and how printing reports for the specific organization is managed.
45. The State of North Carolina charges 7% Sales Tax on all Tickets and Fees. Describe how this is managed.
  46. System must offer a test environment for training and beta testing.
  47. Describe in detail all Hardware, Software and Network requirements.
  48. Provide an estimate of time from Contract Date to "Go-Live" date.

**B. WEBSITE FEATURES**

1. Please provide a description of the procedure for establishing a "Private Label Web Site", customization options for integrating UNCSCA Branding and the process for ordering tickets through the online portal.
2. System must provide for Real-time on-line ticketing, Promo/Discount Codes and protected Pre-Sales utilizing shopping cart functionality?
3. Online should have pick-your-seat capability in addition to the best available option.
4. Explain the policies and procedures for pop-ups, streaming video, "view from your seat" etc.
5. Describe options and services provided in regard to enabling UNCSCA to promote attractions, as well as sell and maintain advertising and sponsorship space on the private label site, and on the ticket sales pages.
  - a. Who designs and maintains private label web sites for your organization?
  - b. Identify all related costs of UNCSCA for these services.
6. Must be able to pre-set automatic on/off-sale dates/times for on-line sales.
7. Describe any on-line interface capabilities with Social Media sites such as Facebook.
8. Describe any Point-of-Sale options for on-line selling of non-ticket items such as Dinner Packages, Parking and other merchandise.
9. Must allow for on-line Subscription and Subscription Renewal.
10. Please describe any anti-hacker technology and anti-virus programs used to protect your online system(s).
11. Please discuss what measures and technologies are employed to protect the security of online ticket purchasers using credit or debit cards.

**C. MARKETING**

UNCSCA will utilize the ticketing system for marketing opportunities. These opportunities include direct mail, email, Internet, etc. Describe how your product would accommodate these activities and options.

1. Targeted Marketing and Segmentation:
  - o The system should enable detailed audience segmentation based on ticket purchase history, demographics, and engagement patterns, allowing UNCSCA to craft personalized campaigns for specific patron groups, including students, faculty, alumni, and community members.
2. Integrated Email Marketing Tools:
  - o Built-in email marketing capabilities or seamless integration with platforms like MyEmma, Mailchimp or Constant Contact to design, schedule, and analyze email campaigns directly within the system.
3. Social Media and Online Ad Integration:

- Tools that allow UNCSA to create and track ticketing links tailored for social media and online ads, offering insights into campaign performance across platforms.
- 4. Promotional Campaign Support:
  - Features such as promo codes, discounts, and group ticketing options to encourage attendance and reward patron loyalty.
- 5. Analytics and Reporting:
  - Comprehensive reporting on the effectiveness of marketing activities, such as open rates, click-through rates, conversion rates, and ROI, to inform future strategies.
- 6. Customization for Branding:
  - The ability to customize ticketing pages, confirmation emails, and other communication touchpoints to align with UNCSA's visual identity and messaging.

#### D. ACCESS CONTROL

1. Provide a description of your Access Control system, to include the methodology of how Bar or QR codes are generated when tickets are sold (voided, re-issued, transferred), system hardware architecture, costs, communication requirements and database management. Explain how tickets are scanned and authenticated against a database and the available reporting and post-show communication options. Identify any third-party vendors and software providers whose solutions or hardware are integrated into your Access Control solution including support options.
2. Include any additional hardware specs for paperless or mobile ticket technology with your access control hardware specifications. The system will need to accommodate up to 15 Ticket Scanners operating simultaneously.

#### E. CREDIT CARD PROCESSING FEES

The system must allow for credit card fees charged UNCSA, for processing credit cards, to be invoiced back to UNCSA. No deductions from gross sales are allowed. Detailed documentation showing all fees and charges to be provided with each billing.

#### F. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD (PCI-DSS)

1. The vendor is required to provide a comprehensive description of their compliance with the Payment Card Industry Data Security Standard (PCI-DSS), detailing how they manage payment card information in accordance with industry security and data protection standards. This description must include:
  - **PCI-DSS Certification:** Provide the status and validity of your PCI-DSS certification.
  - **Control Measures:** Include a detailed list of control measures implemented, such as:
    - **Network Security:** Describe the security protocols and network architecture.
    - **Access Control:** Outline user access management and authentication processes.
    - **Data Protection:** Explain how cardholder data is protected, including encryption and tokenization methods.
    - **Monitoring:** Detail the systems and practices used for ongoing security monitoring and vulnerability assessment.
2. Vendor must provide a high-level overview of their security policies and incident response procedures, as well as their process for managing third-party risks related to their services. The vendor shall also disclose any breaches or data disclosures that have occurred in the past two years, including details of the incident, remediation efforts, and any process changes implemented as a result of the incident.
3. The ticketing solution must provide a secure credit card payment environment. Please describe the auditing methodologies and technologies used to provide and maintain a Level 1 compliance of the Payment Card Industry Data Security Standard (PCI DSS). UNCSA will require evidence of a current Qualified Security Assessor review and validation against the Payment Application Data Security Standard (PA-DSS). Vendors should identify any other practices in place to review and maintain security and regulatory updates. Describe what third party vendors are used in combination with your system for payment processing. Vendor must describe how they perform data breach risk assessments.

4. Describe in detail the posting and reconciliation of payment card transactions. On-premises credit card readers must be able to connect to and transfer information electronically. Describe how the system uses our merchant ID for processing payments or does the software solution require a separate merchant ID. Describe how the system reconciles and transfers funds. Please explain, in detail, the flow of payment information in the system.

## **G. SYSTEM SECURITY**

1. Describe, in detail, the system's security features.
2. The vendor must ensure that the systems or services provided under this Agreement are adequately secure. For this Agreement, "adequately secure" means complying with federal and state laws, the Gramm–Leach–Bliley Act ( ), and providing an annual PCI-DSS Attestation. Additionally, the vendor must adhere to the policies of the University of North Carolina School of the Arts as relevant to the systems or services provided.
3. The University of North Carolina School of the Arts has established control standards and policies aligned with the ISO 27002 Framework, which is used to assess control adherence and measure the University's security posture. Consequently, the vendor must provide reasonable proof, via independent audit reports, that their systems or services meet or exceed these compliance requirements. This proof should demonstrate that the security measures are adequate to protect the security, privacy, confidentiality, integrity, and availability of the University's data and information technology.
4. Annual assurance statements must be submitted to UNCSA Purchasing and evaluated by Information Technologies security team. These statements should include a detailed account of the security controls in place and must demonstrate compliance with at least the ISO 27002 Framework and GLBA

## **H. SYSTEM REDUNDANCY**

1. Describe capabilities of system in regard to minor or major system interruptions and server freezes without loss of data
2. If the Vendor is providing a solution that operates on the vendor's hardware, the solution must have 100% redundant systems, which are available to ticket sellers and online ticket purchasers, 24 hours a day, seven days a week. These systems must replicate with each other on a real-time basis so that if one system is incapacitated, for any reason, the other system is able to assume the additional volume with no significant impact on system performance or end user response times.
3. The Vendor must discuss and document redundancy procedures and how these systems are load balanced to automatically respond to sudden bursts of activity in one or more locations. When the redundant system comes back online, it must automatically re-sync so that these systems will again be identical.
4. All system redundancy and security protocols must be approved by UNCSA Information Technologies CIO.

## **I. THIRD-PARTY PRODUCTS/OPTIONAL SOFTWARE**

1. The Vendor shall explicitly state the name of any third-party products included as part of the proposed ticketing solution. For each third party there shall be a statement about whether the proposer's contract will encompass the third-party product and /or whether UNCSA will have contract on its own for the product.
2. Please describe any products, features or other value-added components recommended for use with the proposed system that have not been specifically requested in this RFP. The Vendor must also supply a listing of third-party vendors they have maintained an on-going working relationship with and provide the length of time the relationship has been maintained. This listing is to show that the vendor has access to provide long-term support for the third-party software components of its system. Consideration of these products, features or other value-added components will be given where they may be of value to UNCSA. Vendors must include the cost of any third-party products, including the software license cost, maintenance, implementation, train cost, and any other related costs in the total cost of this proposal.

**J. FEES**

A clear and complete listing of all fees charged to UNCSA and ticket purchaser including but not limited to the following is required:

1. Credit Card Fees
2. Handling or processing fees
3. Print at home fees
4. Mobile ticket fees
5. Ticket insurance
6. Season or subscription fees
7. Ticket stock
8. Training
9. Access Control
10. Equipment/Maintenance/Repairs
11. Marketing/Promotional

**K. TECHNICAL SUPPORT PROGRAMMING AND TRAINING**

Please describe in detail your Technical Support Program, including on-site technical support capabilities and the associated costs. The proposal must specify the nature of any post-implementation and on-going support provided by the Vendor including:

1. Post-implementation support (e.g., one month of on-site support after go-live)
2. Telephone support (e.g., include toll-free support hotline, hours of operation, availability of 24/7 hotline, etc.)
3. Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being offered.
4. Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
5. Availability of user groups in general and public sector user groups in particular, and their geographic areas.
6. Problem reporting and resolution procedures.
7. Bug fixes and patches.
8. Support provided for third-party solutions.
9. Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base)
10. Cost associated with training end users and IT support staff as well as the cost of any product documentation and reference materials.
11. Estimated costs for support and maintenance associated with maintaining the solution over the term of the contract.
12. Costs associated with network connectivity, hosting, and similar types of costs. Include which services are and are not included in the costs.
13. Describe all telephone, networking, and /or Internet connections (data transmission capacity or bandwidth, service, etc.) required to install and operate the system.

**L. IMPLEMENTATION PLAN**

The Vendor must provide a detailed plan for implementing the proposed system to include:

1. Detailed methodology for implementing software and/or implementing third-party software (if

proposed). Methodology shall include estimated timeframes, overview of phases and milestones, testing, assumptions, and assumed responsibilities.

2. Names, titles, and full contact information of implementers likely to be assigned to this project.

**M. "GO-LIVE" DATE, TERM OF CONTRACT, AND TERMINATION**

1. The "Go-Live" date for system use will be July 1, 2026.
2. Initial Contract will be a three (3) year contract plus the additional lead-in time needed for system prep, data upload, system installation and training. Please advise as time needed in advance of "Go-Live" date.
3. The first year of the contract will allow for additional time to allow for the anniversary date to be August 1, of any given year.
4. UNCSA shall have a right to terminate agreement commencing at any anniversary date without penalty, so long as notice is provided in writing no less than ninety (90) days prior to anniversary date, such termination to be effective as of the anniversary of the Effective Date.

**5.3 PROJECT ORGANIZATION**

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

**5.4 TECHNICAL APPROACH**

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

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## 6.0 CONTRACT ADMINISTRATION

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

### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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

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

### 6.2 POST AWARD PROJECT REVIEW MEETINGS

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

### 6.3 CONTINUOUS IMPROVEMENT

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

### 6.5 ACCEPTANCE OF WORK

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

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly

conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

### **6.7 TRANSITION ASSISTANCE**

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

### **6.8 DISPUTE RESOLUTION**

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

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

### **6.9 CONTRACT CHANGES**

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

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## 7.0 ATTACHMENTS

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

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

#### **ATTACHMENT A: COST PROPOSAL**

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Complete and return the cost proposal associated with this RFP, which can be found in the table on the next page.

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

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

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

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

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

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

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

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

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

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

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

<https://ncadmin.nc.gov/media/15503/open>

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

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

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

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

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

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

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

**ATTACHMENT A: COST PROPOSAL**

Complete and return the cost proposal associated with this RFP. All costs must be clearly itemized and should include both initial and ongoing expenses for a period of up to five years. Cost proposals will be evaluated based on overall value, which includes the clarity and structure of the pricing, per-ticket fees, any fees charged to patrons, and the overall cost-effectiveness of the proposed solution.

Please note that while this form provides a general framework, it may not capture all potential costs. Vendors are responsible for identifying and disclosing any additional fees not specifically listed, and such fees must be clearly itemized in the proposal.

**Detailed Annual Costs**

Cost Category	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
Licensing / Subscription Fees					
Maintenance and Support					
Other Annual Costs (please specify)					
<b>Total Cost</b>					

**Hardware**

Cost Category	Description	Cost per Unit
Hardware		
Other Relevant Costs (please specify)		
<b>Total Cost</b>		

**Additional Fee Details**

Fee Type	Description / Calculation Method	Amount (\$USD)
Initial Upfront Cost		
Per-Ticket Fee Charged by Vendor		
Fees Charged to Patrons (e.g., service / convenience fees)		
Other One-Time Fees (please specify)		