



October 19, 2021

REQUEST FOR PROPOSAL  
TICKETING SYSTEM SOLUTION

RFP P22KJ002

DUE: 2:00 P.M., MST, November 4, 2021

|                               |                         |
|-------------------------------|-------------------------|
| Deadline for Inquiries        | 5:00PM, MST, 10/28/2021 |
| Time and Date Set for Closing | 2:00PM, MST, 11/04/2021 |

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## **1. INTRODUCTION**

1.1. University Background. The University is a fully accredited State of Arizona institution of higher education. Additional information on the University is available at the following link <https://nau.edu/Institutional-Research/Quick-Facts/> .

### **1.2. Proposal Background**

1.2.1. The University is requesting sealed Proposals from qualified Proposers for a comprehensive Ticketing Services Solution.

1.2.2. This RFP is part of a competitive negotiation process intended to allow the University to obtain goods and/or services as outlined herein in a manner that is most advantageous to the University. This RFP provides the University the flexibility to negotiate with Proposers, if desired, to arrive at a mutually agreeable relationship. Price may weigh heavily in the evaluation process but will not be the only factor under consideration and may not be the determining factor. All Proposals will be considered public records and will be available for review, as allowed by Arizona law and the Code.

1.2.3. It is the University's intent to select the Proposal(s), which are most favorable to the University in all respects, including scope, availability of services, quality of services, reputation, and price. If not otherwise stated herein, multiple Awards may be made or an Award(s) may be made partial, by part, by line item, or by any combination of parts if identified as being in the best interest of the University.

1.2.4. The initial Contract term will be for one (1) year with the possibility of four (4) successive (1) one-year renewals, for a total term not to exceed five (5) years.

1.3. Coverage and Participation. Unless objection is submitted with the Proposal, it is the intent of the University that any Award resulting from the RFP be available for use by all departments of the University and any other Arizona University, along with any other educational institution or Governmental entities, to the extent allowed by Arizona law and the Code.

1.4. Communications. All questions or inquires relating to this RFP must be directed to:

Kaitlyn Jones  
Tel: 928-523-1750  
E-mail: Kaitlyn.Jones@nau.edu

## 2. **DEFINITIONS**

Capitalized terms shall have the meaning set forth in Board Policy 3-801.B <https://public.azregents.edu/Policy%20Manual/3-801-General%20Provisions.pdf> , with the exception of the following terms which shall have the meanings set forth below in this RFP.

- 2.1. “May” or “Should” indicates something that is not mandatory but permissible/desirable. If a Proposer fails to provide recommended information, the University may, at its sole option, ask Proposer to provide the information or evaluate the Proposal without the information.
- 2.2. “Must,” “shall,” “will” indicates a mandatory requirement. Failure to meet any mandatory requirements may result, in the University’s sole discretion, in the rejection of your proposal.
- 2.3. “MST” means Mountain Standard Time, the time zone in which the University operates. Arizona does not observe Daylight Savings Time.
- 2.4. “Proprietary Information” means trade secrets and other proprietary or confidential information exempt from Arizona’s Public Records Statute pursuant to A.R.S. § 15-1640(A). Contract terms and conditions, pricing, and information generally available to the public are not considered Proprietary Information under the Code (*See* Code § 3-801(D)(1)).
- 2.5. “RFP” refers to this request for proposals (P22KJ001 Ticketing Services Solution)
- 2.6. “Successful Proposer” means any Proposer selected by the University to receive an Award as a result of this RFP and to enter into a Contract to provide the University with the products or services sought by this RFP.

### **3. INSTRUCTIONS TO PROPOSERS**

#### **3.1. General Requirements.**

- 3.1.1. The data, specifications, and requirements outlined herein are intended to serve as a general guideline for the University's requirements. Proposers should submit a fully detailed Proposal that adequately describes the advantages and benefits to the University. Proposers should provide a detailed response to each requirement in this RFP, individually numbered to match each requirement. At a minimum, in such case where a detailed response is not applicable, each Proposer should indicate their ability to comply with and/or agreement to the requirements of this RFP. Proposers are encouraged to provide any additional information that is not specifically identified in this RFP that would assist the University in making its evaluations based upon the disclosed evaluation criteria.
- 3.1.2. Any Person submitting a Proposal shall be deemed to have read and understand all the terms, conditions and requirements in this RFP.
- 3.1.3. The Contracts, Purchasing and Risk Management department shall retain this RFP, and all related terms and conditions, exhibits and other attachments, in original form in an archival copy. Any modification of these, in the Proposer's submission, is grounds for immediate disqualification.
- 3.1.4. Proposer agrees that the University will not pay for or be responsible for any cost or expense incurred by Proposer in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP.
- 3.1.5. The University reserves the right to reject any or all Proposals or any part thereof, or to accept any Proposal, or any part thereof, or to withhold the Award and to waive or decline to waive irregularities in any Proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all Proposals after the Opening date and the right to accept a Proposal not withdrawn before Opening.
- 3.1.6. Proposer may withdraw their Proposal any time prior to Opening. Proposer may request to withdraw their Proposal after Opening and any time prior to selection and notice of Award. The University shall have sole authority to grant or deny such a request. In the event the University grants such a request, it may withhold issuing future Requests for Proposals to such Proposer.
- 3.1.7. All Proposals and accompanying documentation will become the property of the University at the time the Proposals are opened. It will be the Proposer's responsibility to request that samples be returned to the Proposer and provide a method for doing so at the expense of the Proposer. If such a request is not received and a method of return is not provided, all samples shall become the property of the University forty-five (45) days from the date of Award and may be disposed of in the University's sole discretion.

- 3.1.8. Collusion with other Proposers or employees thereof, or with any employee of the University, is prohibited and may result in disqualification of the Proposer and/or cancellation of an Award. Any attempt by the Proposer, whether successful or not, to subvert or skirt the principles of open and fair competition may result in disqualification of Proposer and/or cancellation of an Award.
- 3.1.9. Each Proposer shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between or among the Proposer, the University, and any other party to this RFP. Without limiting the foregoing, Proposer shall refrain from offering or giving gratuities, in the form of entertainment, gifts or otherwise, to any officer or employee of the State of Arizona with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such Contract. The University reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not; and to decide whether or not Proposer disqualification and/or cancellation of an Award shall result.
- 3.1.10. If any Proposer or any of the Proposer's employees, agents, or other representatives participating in this RFP need, or have questions about the University's accommodations for people with disabilities, arrangements can be made by contacting Kaitlyn Jones at 928-523-1750 or email address [Kaitlyn.Jones@nau.edu](mailto:Kaitlyn.Jones@nau.edu). Such requests should be made as early as possible to allow time to arrange the accommodation(s).
- 3.1.11. The University shall have the right to use any ideas that are contained in any Proposal received in response to this RFP, along with any adaptation of such ideas. Selection or rejection of the Proposal shall not affect the University's right of use. Provided, however, that the University will, in good faith, honor the proprietary and confidential nature of any Proposer information that is enclosed in a separate envelope from the Proposal and clearly designated and conspicuously labeled as set forth in Section 7.5.9 of this RFP.
- 3.1.12. Any protest of this procurement must comply with the requirements of section 3-809(B) of the Code.
- 3.1.13. Proposer shall acquire and maintain all necessary permits and licenses and shall adhere strictly to all Federal, State, County, or City laws, codes, regulations, and ordinances as applicable in performing any work under this RFP.
- 3.1.14. The University is under no obligation whatsoever to honor or observe any information that may apparently conflict with any provision of this RFP, regardless of whether such information is obtained from any office, agent, or employee of the University. Such information shall not affect the Proposer's risks or obligations under a Contract resulting from this RFP.
- 3.1.15. Any Proposer exception, stipulation, counter-offer, requirement, and/or other alternative term or condition shall be considered rejected unless specifically

accepted in writing by the University and thereafter incorporated into any Contract resulting from this RFP.

- 3.2. Attention to Terms and Conditions. Proposers are cautioned to thoroughly understand and comply with all matters covered under the Terms and Conditions section of this RFP. The Successful Proposer is expected to enter into the form of agreement approved by the Board, refer to Section 9. The University terms and conditions included in this RFP, are intended to be incorporated into the Contract. **Proposals that are contingent upon any changes to these mandatory terms and conditions may be deemed to be non-responsive and may be rejected. Proposals must state any exceptions taken to the mandatory terms and conditions in detail.**
- 3.3. Project Resources.
- 3.3.1. The Successful Proposer shall be required to provide the personnel, knowledge, and experience required to maintain an appropriate level of professionalism and coverage for performance of requirements outlined herein. The University reserves the right to review Proposer's staff assigned for relevant qualifications and experience.
- 3.3.2. Proposals shall include a list of proposed personnel with resumes specifying qualifications and relevant experience. Describe assignment of account representatives and/or key personnel.
- 3.3.3. Proposer may subcontract installation, training, warranty, or maintenance service with prior University authorization. Proposal shall list and describe any subcontractor's qualifications and relevant experience and describe how Proposer guarantees subcontractor performance. The Successful Proposer shall remain solely responsible for the performance of a resulting Contract from this RFP. All University payments for goods and/or services shall be made directly to the Proposer.
- 3.3.4. The University reserves the right to inspect Proposer's facilities prior to Award or any time throughout the term of the Contract.
- 3.4. Small Businesses. The University is committed to the development of Small Business and Small Disadvantaged Business ("SB & SDB") suppliers. If subcontracting (Tier 2 and higher) is necessary, Proposer (Tier 1) will make commercially reasonable efforts to use SB & SDB in the performance of any Contract resulting from this RFP. Proposals should include a description of the Proposer's efforts to solicit SB & SDB participation in providing the services.
- 3.5. Substitute Materials. Unless specifically stated to the contrary, any manufacturer's names, trade names, brand names or catalog numbers used in the specifications of this RFP are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any Proposal and is included in order to advise on the University's needs. Any Proposal,

which proposes like quality, design or performance, will be considered.

#### **4. SCOPE OF WORK**

4.1. The University is seeking proposals for a ticketing solution to sell tickets to University events.

##### **4.2. General.**

4.2.1. Proposer to provide system infrastructure that includes:

- 4.2.1.1. Secure, highly available, robust hosted/cloud-based environment.
- 4.2.1.2. Network/IT based communication with redundancy features.
- 4.2.1.3. SSL encryption for data transmission.
- 4.2.1.4. Policies, procedures, practices to protect customer data, prevent fraud and other types of malicious attacks.
- 4.2.1.5. Data backup redundancy practices and features.

4.2.2. If not, describe why or how system may be able to meet this requirement.

#### **5. SPECIFICATIONS/TECHNICAL REQUIREMENTS**

5.1. The University owns and operates most of the equipment used in its current ticketing solution which including Boca ticket printers, cash drawers, PC based POS terminals, and Janam ticket scanners. Indicate ability to provide compatible options for new and/or leased equipment.

5.1.1. If not, describe why or how system may be able to meet this requirement.

##### **5.2. Transaction Facilitation**

5.2.1. Indicate which payment types system can accept.

5.2.2. Indicate system's ability to accept multiple tenders for a single transaction.

5.2.3. Indicate the system's ability to allow input of user defined payment types including but not limited to vouchers, payroll deduction, and payment plans.

5.2.3.1. If not, describe why or how system may be able to provide this functionality.

5.2.4. Indicate system's ability to provide payment processing to support gateways/processors for in-person and online transactions, flow of funds from customer to specified accounts, and reconciliation and release ticket revenue daily.

5.2.4.1. If not, describe why or how system may be able to meet this requirement.



### 5.3. Web Site Specifications

5.3.1. Describe system's ability to accept custom content and elements for hosted website.

5.3.1.1. If not, describe why or how system may be able to meet this requirement.

5.3.2. Indicate system's ability to support aliasing of nau.edu sub domain (i.e. ticketing.nau.edu) to Proposer's hosted site.

### 5.4. End User Account Management

5.4.1. The University utilized a web-based SSO system for user to access hundreds of University online services with a single set of credentials. The University currently supports SSP via the Security Assertion Markup Language (SAML) 2.0 protocol. SAML also allows the University to control and release more information on individual users to applications, providing a potential for role-based or permission information to be used within an application without separate data or directory integrations. At minimum, the integration requires one (1) piece of information be released such as username or employee ID which are numeric and immutable. Typical attributes released include name, email, and user category (staff, faculty, student, and etcetera). The University supports federated logins through [InCommon](#). By exception only, the University can support direct [Central Authentication Service](#) (CAS) authentications and in rare circumstances direct [Lightweight Directory Access Protocol](#) (LDAP) authentication.

5.4.2. Indicate ability to integrate with University's existing SSO system.

5.4.2.1. If not, describe why or how system may be able to meet this requirement.

5.4.3. Indicate ability for Non-NAU affiliated customers to create individual customer accounts and set their own username and password.

5.4.3.1. If not, describe why or how system may be able to meet this requirement.

5.5. Indicate ability for customers to create and manage customer accounts with features to include but not limited to:

5.5.1.1. Access and edit account information and customer data.

5.5.1.2. Verify/review order status and history.

5.5.1.3. Access membership and donation history.

5.5.1.4. Transfer of tickets from one patron to another.

5.5.1.5. Perform returns for individual ticket(s) or season ticket(s).

5.5.1.6. Upgrade season seat assignment(s).

## 5.6. Ticket Sales and Delivery

5.6.1. Indicate system's ability to facilitate the following types of ticket delivery options including but not limited to:

- 5.6.1.1. In-person.
- 5.6.1.2. Online.
- 5.6.1.3. Phone.
- 5.6.1.4. Mobile.
- 5.6.1.5. Unattended transaction/kiosk stations.
- 5.6.1.6. Authorized patron to patron ticket transfers.

5.6.2. Indicate system's ability to provide single and season tickets, ticket packages, group tickets, and merchandise sales.

5.6.2.1. If not, describe why or how system may be able to meet this requirement.

5.6.3. Indicate system's ability to immediately reflect in system and impact the general ticket availability.

5.6.3.1. If not, describe why or how system may be able to meet this requirement.

5.6.4. Indicate system's ability to search and purchase tickets by individual seat, best seating, section, price, or groupings.

5.6.4.1. If not, describe why or how system may be able to meet this requirement.

5.6.5. Indicate system's ability to provide ticket provisioning options such as, but not limited to:

- 5.6.5.1. Paper tickets using barcodes/QR codes.
- 5.6.5.2. Conventional physical Campus ID cards ([JacksCard](#)) using magstripe and/or HID SEOS RFID.
- 5.6.5.3. Digital/Mobile campus ID cards (Digital JacksCard) using Apple Wallet or Google Pay services using Near Field Communication (NFC).
- 5.6.5.4. Proposer provided app.
- 5.6.5.5. Direct to customer account using University SSO for University affiliated individuals, or non-University SSO for non-University affiliated individuals.
- 5.6.5.6. Batch printing or mass distribution of tickets.

5.6.6. Indicate the ability to support the following ticket modifiers such as, but not limited to:

- 5.6.6.1. Unlimited ticketing price.
- 5.6.6.2. Special pricing options.
- 5.6.6.3. Unlimited discount codes.

- 5.6.6.4. Unlimited price levels
  - 5.6.6.5. Unlimited special promotions.
  - 5.6.6.6. No charge student tickets.
- 5.6.7. Indicate the ability for the University to control ticket sale price and customer fee visibility.
- 5.6.7.1. If not, describe why or how system may be able to provide this functionality.
- 5.6.8. Indicate customer option to purchase tickets for seats from multiple events in multiple venues in the same shopping cart.
- 5.6.8.1. If not, describe why or how system may be able to provide this functionality.
- 5.6.9. Indicate customer option to view and purchase both general admission and reserved seating on the same seating chart.
- 5.6.9.1. If not, describe why or how system may be able to provide this functionality.
- 5.6.10. Indicate customer option to purchase general admission and reserved seating season package sales.
- 5.6.10.1. If not, describe why or how system may be able to provide this functionality.
- 5.6.11. Indicate University's ability to create and maintain unlimited venues and seating charts per venue.
- 5.6.11.1. If not, describe why or how system may be able to meet this requirement.
- 5.7. Backend/Administrative Interfaces, Integrations, and Functionality.
- 5.7.1. Indicate ability to provide administrative interface such as but not limited to:
    - 5.7.1.1. System user accounts.
    - 5.7.1.2. Concurrent account login instances.
    - 5.7.1.3. Granular system user or user group permissions management.
    - 5.7.1.4. Interface to create and edit events without reliance on Proposer.
  - 5.7.2. Indicate system's ability to integrate with Salesforce, PeopleSoft, VetTix, Touchnet, Modo Labs, Suitable, and CampusLabs.
    - 5.7.2.1. If not, describe why or how system may be able to meet this requirement.

5.8. Customer Management, Ticketing Data and Reporting.

5.8.1. Indicate reporting capabilities of system such as but not limited to real time access to data, event attendance and financial account reports.

5.8.1.1. If not, describe why or how system may be able to meet this requirement.

5.8.2. Indicate system's ability to flag customer accounts, send automatic emails, automatically assigned seats, and freeze or lock accounts.

5.8.2.1. If not, describe why or how system may be able to meet this requirement.

5.9. Information Security.

5.9.1. Indicate ability for system to meet and comply with applicable [PCI Data Security Standards](#).

5.9.1.1. If not, describe why or how system may be able to meet this requirement.

5.9.2. Indicate ability to provide secure payment method to prevent storage of end user payment card data.

5.9.2.1. If not, describe why or how system may be able to meet this requirement.

5.9.3. Indicate ability to disable and/or disallow access to payment card information except the first six (6) or last four (4) characters of payment card number and the first and last name.

5.9.3.1. If not, describe why or how system may be able to meet this requirement.

5.9.4. Indicate the ability to provide appropriate security of all University-provided components involved in processing transactions that are required to be housed on the University premises.

5.9.4.1. If not, describe why or how system may be able to meet this requirement.

5.9.4. Describe any required network resources to be provided by University for necessary to interface any part of system such as but not limited to VPN access, fixed IP addressed, network segmentation, and discreet or dedicated lines.

5.9.5. Successful Proposer will be required to accept and adhere to University's security guidelines to include but not limited to:

5.9.5.1. Access to systems residing in University's PCI environment must be facilitated and monitored by designated University staff.

5.9.5.2. Remote desktop protocols, and SSH are blocked on perimeter firewalls. Outside access may require VPN credentials, through use of an approved affiliate account.

5.9.5.3. System shall require University affiliate accounts to be applied for and connected with an individual who will provide support requiring a system, or OS account.

5.9.5.4. System to not have Proposer supplied, generic, and/or manufacturer passwords left on any system residing within University's secure environment.

5.9.5.5. Proposer accounts used for support or any other purpose to be disabled when not in use.

5.10. University Customer Service/Support Resources.

5.10.1. Indicate ability to assign a dedicated account manager who will be the primary relationship liaison for the University by maintaining consistent contact.

5.10.1.1. If not, describe why or how system may be able to meet this requirement.

5.10.2. Indicate ability to provide standard technical support as well as emergency service twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year

5.10.2.1. If not, describe why or how system may be able to meet this requirement.

5.10.3. Provide training options.

5.11. Accessibility and Information Technology Security Requirements.

5.11.1. All e-learning and information technology ("Technology") developed, purchased, upgraded or renewed by or for the use of the University shall comply with all applicable University policies and Federal and State laws and regulations including but not limited to Section 504 of the Rehabilitation Act and Title II of the Americans with Disabilities Act; all of which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Successful Proposer shall also comply with the Web Content Accessibility Guidelines 2.1.

5.11.2. [Proposals shall provide a platform that complies with accessibility accommodations.](#)

5.11.3. [Proposers shall complete the RFP Technical and Accessibility Requirements.](#)

5.11.3.1. If the proposed platform is cloud based, Successful Proposer will be required to complete the [Higher Education Cloud Vendor Assessment Tool.](#)

## 5.12. Warranties.

5.12.1. Each Proposal shall state the warranties to be offered by Proposer.

5.12.1.1. Unless stated elsewhere in this RFP, University expects that Proposer will provide the following warranties, at a minimum: (i) that all of the Contract services will be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; (ii) that the Successful Proposer will comply, and will be responsible for ensuring its owner, members, employees, agents, contractors and subcontractors comply, with all applicable federal, state and local laws in the performance of a resulting Contract; (iii) that the Successful Proposer owns or has sufficient rights in all services to be delivered by the Successful Proposer, and the services delivered by the Successful Proposer will not infringe upon or violate any Intellectual Property of any third parties; (iv) that any code or software developed or delivered by the Successful Proposer under a resulting Contract will not contain any viruses, worms, Trojan Horses, or other disabling devices or code; (v) that the warranty period for Proposer provided materials shall (i) be no less than a period of one (1) year after completion of installation or within the manufacturer's warranty, whichever is later, (ii) such warranty period shall commence upon date of acceptance by the University, and (iii) Proposer shall provide the University with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site; and (vi) that in addition to any implied warranties, all services delivered by the Successful Proposer will conform to the specifications and descriptions created therefor.

5.13. Additional Services. Proposer may offer additional goods and/or services not specifically requested in this RFP, including associated costs. The University shall determine, in its sole discretion, which additional goods/service options are the most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit, at any time throughout the Contract or any renewal term, dependent on the needs of the University.

5.14. Quality Assurance Plan. Proposals shall provide a quality assurance plan that details the methods by which the Proposer guarantees performance.

## 6. **PRICING AND PAYMENT**

6.1. Proposer shall submit a detailed cost proposal in the format found in Exhibit 2 to include all aspects of providing the scope of work associated with this RFP.

6.2. Any pricing and/or revenue offerings in a Proposal may be considered a final offer by the University, whether stated as amounts or percentages, and/or whether or not offered

on an all-or-none basis, unless otherwise specified in the Proposal. The University may accept or reject in part or entirely a Proposal's pricing and/or revenue offerings, unless otherwise specified in the Proposal. A Proposal's pricing and/or revenue offering may not be modified after Opening unless the University, at its sole discretion, permits such modification. The University may reject any Proposal in which the pricing and/or revenue offering does not conform to the prescribed manner and method in this RFP.

6.3. Method of Payment & Discount for Early Payment. The University's preferred method of payment is via credit card. Each Proposal shall indicate whether Proposer will:

- 1) Accept payment via credit card at the time of purchase without assessing credit card fees;
- 2) Offer an early payment discount (and describe the offering);
- 3) Offer an early payment discount if paid via credit card;
- 4) Accept payment via a Single Use Account when the invoice is processed through Accounts Payable. A Single Use Account is a card-based payment solution that acts like a check by providing a 16-digit virtual account number for each payment.

7. **QUALIFICATIONS/FINANCIAL STATEMENTS** The University is soliciting Proposals from Persons which are in the business of providing services as listed in this RFP. Failure to include any requested information may be grounds for rejection of the Proposal.

7.1. Prior Experience. Proposals shall present a corporate history/management summary and evidence that the Proposer and/or its officers have been engaged for a minimum of three (3) years in providing similar products and services as described herein. Proposer may also describe Proposer's growth for the past three (3) years.

7.1.1. Describe any restructuring, mergers, and/or downsizing that has occurred over the past three (3) years or is anticipated in the next two (2) years.

7.1.2. Detail Proposer's experience with similar/like projects.

7.2. Financial Statements. Upon request, Proposer may be required to provide the last two (2) of audited financials statements using one of the following options:

7.3.

7.3.1. Option A (Preferred). Proposers who have audited financial statements are to provide audited financial statements for the two (2) most recent available years. If the financial statements are intended to be confidential, submit one (1) copy in a separate sealed envelope, marked prominently with the Proposer's name and the phrase, "Confidential – Financial Statements."

7.3.2. Option B. If Proposer does not have audited financial statements, the Proposal shall include the Proposer's two (2) most recent tax returns or compiled financial statements by an independent CPA. If the financial statements or tax returns are intended to be confidential, submit one (1) copy in a separate sealed envelope, marked prominently with the Proposer's name and the phrase, "Confidential – Financial Statements."

7.4. Disputes/Litigation.

7.4.1. Describe the material issues of any current patent or copyright lawsuits or any other legal actions against Proposer including, but not limited to, parties of dispute, description of technology involved, equipment affected, jurisdiction, and date of legal complaint.

7.4.2. Describe litigation disputes for the past 5 years related to similar projects or Proposer's ability to perform.

7.5. Proposer References.

7.5.1. Provide, at minimum, three (3) references, not including the University, identifying firms with requirements similar to those of the University. Provide the name of the firm, contact person, email and the telephone number.

7.5.2. The University may, but is not required to, contact the provided references and/or additional references not provided by Proposer. The University may give preference to those references that are most similar to the University.

**8. RFP PROCESS**

8.1. Intent / Right to Terminate and Recommence RFP Process. The University intends to enter into a Contract with one or more Proposers whose Proposal(s) are considered to be in the best interests of the University. However, the University may terminate this RFP process at any time up to notice of Award, without prior notice, and without liability of any kind or amount. Further, the University reserves the right to commence one or more subsequent RFP processes seeking the same or similar products or services covered hereunder.

8.2. Communications Regarding the RFP.

8.2.1. No department, school, or office at the University has the authority to solicit or receive official Proposals other than Contracts, Purchasing and Risk Management. All solicitations are performed under the supervision of the Chief Procurement Officer and in accordance with University policies and procedures.

8.2.2. Any and all questions regarding this RFP shall be directed to the Purchasing unit of Contracts, Purchasing and Risk Management and to no other office or individual at the University. Any Proposer who improperly attempts to communicate with



unauthorized University personnel regarding the RFP may face disqualification at the discretion of the University.

8.2.3. All formal inquiries or requests for significant or material clarification or interpretation, or notification to the University of errors or omissions relating to this RFP must be in writing, and directed by email to: [Kaitlyn.Jones@nau.edu](mailto:Kaitlyn.Jones@nau.edu). All formal inquiries must be submitted at least ten (10) calendar days before the time and date set for closing this RFP. Failure to submit inquiries by this deadline may result in the inquiry not being answered. Addenda will be posted to the University's bid board at <https://in.nau.edu/contracting-purchasing-services/nau-bid-board/>, it is the responsibility of the Proposer to obtain any addenda to this RFP. Failure to receive addenda shall not constitute a basis for claim, protest, or reissuance of the RFP.

8.2.4. The University may answer informal questions orally. The University makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to quickly provide minor clarifications. Oral statements or instructions shall not constitute an addendum to this RFP. Proposer shall not be entitled to rely on any verbal response from the University.

8.3. Schedule of Events. The following is the schedule that will apply to this RFP, but may change in accordance with the University's needs.

|            |                                        |
|------------|----------------------------------------|
| 10/21/2021 | Issuance of RFP                        |
| 11/04/2021 | RFP is Due, no later than 2:00 PM, MST |
| 11/08/2021 | Proposer Presentations                 |
| 11/12/2021 | Complete Evaluations                   |
| 11/17/2021 | Notice of Intent to Award              |
| 12/01/2021 | Implementation                         |

8.4. Submitting Proposals.

8.4.1. All Proposals shall be submitted, and all communications with University shall be made in accordance with the terms of this RFP.

8.4.2. Proposals are to be addressed and delivered to 545 E Pine Knoll Drive Flagstaff, AZ 86011 on or before 3:00PM on September 16th at which time a representative of University will announce publicly the names of those firms or individuals submitting Proposals. No Proposals will be accepted after this time. No other public disclosure will be made regarding the RFP until after issuance of a notice of intent to Award or notice of Award of the Contract. No telephone, electronic or facsimile proposals will be considered. Conditional Proposals shall not be considered. If responding by United States Postal Services mail, allow additional time for on-campus delivery. Proposals will be opened at the Zoom meeting identified below. **Proposals received after Opening will be returned to the Proposer unopened.**

Join Zoom Meeting

Link: <https://nau.zoom.us/j/81467463036>

Topic: P22KJ002 Ticketing System Solution Bid Opening

Day and Time: Date November 4th, 2021, 02:00 p.m., Local Arizona Time

Meeting ID: 814 6746 3036

Password: 906519

Dial by PHONE:

1-669-900-6833 US

877-853-5247 US Toll-free

8.4.3. Proposers may present narrative Proposals provided that such Proposals follow the same outline and numbering scheme of this RFP, including full descriptive cross-references to all requirements listed in Sections 4, 5, and 6. Proposals should be organized in a manner that will facilitate the University's evaluation]. Proposals should include page numbers. The University reserves the right to reject, without prior notice, any Proposal that it deems overly complex, disorganized, or difficult to evaluate. The University reserves the right to make such a decision without any input or communication from any other party.

8.4.4. The University may, at its sole option, ask the Proposer to provide information that is not included in the Proposal or evaluate the Proposal as submitted.

8.4.5. Proposals shall be signed by an individual with authority to bind the Proposer. The University may reject any Proposal if it is not signed as indicated and/or required by the areas, spaces, or forms provided within this RFP.

8.4.6. Proposers are to submit one (1) original Proposal to the University, in hardcopy form, along with 1 copy(s) in electronic form, on a CD, flash drive or other removable storage device, in either Microsoft Word or as an Adobe PDF file.

8.4.7. Proposals must be submitted in a **marked and sealed container** (e.g. an envelope or box) and the exterior of the container must clearly and conspicuously display the following identifying information in addition to any other information otherwise required for transmittal: 1) the Name of the Proposer; 2) Title of Proposal; 3) RFP Number; and 4) Date and Time Proposals are Due.

8.4.8. As a public institution that is subject to Arizona's Public Records laws, the University discourages Proposers from submitting confidential and/or proprietary information to the University. If the Proposer needs to submit confidential or proprietary information with its Proposal, the Proposer must submit such information in a separate envelope from the Proposal and clearly and conspicuously mark the submittals as "Confidential/Proprietary Information." The University will have sole discretion to determine whether any submitted information is actually confidential and/or proprietary. The envelope must also contain the reason(s) why the enclosed material is to be considered confidential or proprietary if deemed confidential by the University. Trade

secrets or other proprietary data contained in the proposal documents shall be maintained as confidential in accordance with procedures promulgated by the Procurement Officer and subject to limitations in Arizona or Federal law. Contract terms and conditions, pricing, and information generally available to the public are not generally considered confidential information. Any watermarks, footnotes, or reference to confidential and/or proprietary throughout the Proposal will be disregarded as boilerplate markings.

8.5. Discussions with Proposers.

8.5.1. Following the opening of the Proposals, the University may conduct Discussions, including oral in-person presentations, with Responsible Proposers whose Proposals are determined, by the University, to be reasonably susceptible to being selected for Award. The University also reserves the right to select the most Responsive and Responsible Proposer(s) without further discussion, negotiation, or prior notice. The University may presume that any Proposal is a best-and-final offer.

8.5.2. During Discussions provided for by Section 7.6.1, the University may accept revisions of Proposals and negotiate price changes. Selected Proposers participating in Discussions shall be accorded fair treatment with respect to any opportunity for Discussions or revisions of Proposals. If revisions are permitted, all selected Proposers will be invited to submit a final Proposal revision.

8.5.3. During any Discussion period, the University will not disclose any information derived from Proposals submitted, or from Discussions with other Proposers. Once a Contract is executed, the RFP file, and the Proposals contained therein, are in the public record and will be disclosed upon request.

8.5.4. After determining the Proposal(s) that is the most advantageous to the University, the University reserves the right to negotiate, prior to Award, with such Proposer(s) to finalize the terms of the Contract, resolve minor errors, clarify necessary details or responsibilities, obtain the lowest and best pricing, or otherwise as necessary to finalize the Contract.

8.5.5. Notification of Non-Selection. The University reserves the right not to notify Proposers not selected for further consideration or Award. The University may, in its sole discretion, post Awards to its website.

## 9. EVALUATION CRITERIA

- 9.1. Selection of Successful Proposer. The Award shall be made to the Responsible Proposer whose Proposal is determined to be the most advantageous to the University based on the evaluation factors set forth in this RFP. Price, although a consideration, will not be the sole determining factor.
- 9.2. Criteria. The evaluation of Proposals will be based on the following criteria with the indicated points possible for each category:
  - 9.2.1. Proposer's Qualifications and Experiences and Project Resources (refer to Section 3.3).  
  
15 points
  - 9.2.2. Scope of Work – Specification Technical/Requirements Fulfillment (refer to Sections 4 and 5)  
  
35 points
  - 9.2.3. Pricing and Payment refer to Section 6).  
  
25 points
  - 9.2.4. Exceptions to the Terms and Conditions of the RFP (refer to Section 3.2). Points may or may not be assigned to this category, however Proposals that are contingent upon changes to the University's terms and conditions may, if the University at its sole discretion determines not to accept the alternate terms and conditions, be considered non-responsive.  
  
10 points
  - 9.2.5. Overall responsiveness to RFP.  
  
15 points

## 10. CONTRACT TERMS AND CONDITIONS AND INSURANCE

The University will require the Successful Proposer to enter into a written agreement that includes or incorporates the mandatory Terms and Conditions set forth in Exhibit 5 hereto. Proposals that are contingent upon any changes to these mandatory terms and conditions, and insurance requirements may be deemed to be non-responsive and may be rejected. **Proposals must state, in detail, any exceptions taken to the terms and conditions included in Exhibit 4.**

## **11. CERTIFICATIONS AND FORMS**

Each Proposal must include the following certifications and forms signed by an individual with authority to bind the Proposer. University forms of certification are attached as Exhibit 3. Failure to include any of the following certifications may result in the Proposal being rejected as nonresponsive.

### **11.1. Certification of Proposal**

### **11.2. Vendor Information**

## **EXHIBIT 1 – PROPOSAL FORMAT**

In order to facilitate direct comparison, submit Proposal using the following format, listed in order, and index tabbed to match. Failure to follow instructions regarding format may result in rejection of Proposal. Proposal to be limited to ten (10) pages for responses to numbers 6 - 11. Include the following with Proposal:

1. Completed and signed RFP Certification (refer to Exhibit 3).
2. Completed and signed Anti-Lobbying Certification (refer to Exhibit 3).
3. Completed and signed Federal Debarred List Certification (refer to Exhibit 3)
4. Completed and signed Substitute W-9 & Vendor Authorization form (refer to Exhibit 3)
5. Exceptions to the Terms and Conditions of the RFP (refer to Section 3.2).
6. Project Resources (refer to Section 3.3).
7. A detailed technical Proposal (refer to Section 5).
8. Pricing and Payment (refer to Section 6.).
9. Qualifications/Financial Statement (refer to Section 7).

## **EXHIBIT 2-PRICING PROPOSAL**

Proposer shall describe in detail the pricing model for a Proposer-hosted, web-based, application, either billed annually or monthly, a per ticket or per order model billed monthly, or any other standardized structure for the items below. For the items below, provide pricing that describes each of the software, hardware, services, and support and maintenance components the University will be required to purchase in order to arrive at a complete solution, differentiating between one-time, initial costs, or annual fees.

1. Software subscription services. \$\_\_\_\_\_ total
2. Software upgrades and modifications. \$\_\_\_\_\_ total
3. Hourly professional services. \$\_\_\_\_\_ per hour
4. Data conversion charges (one-time), if applicable. \$\_\_\_\_\_ total
5. Credit card processing fee, if applicable. \_\_\_\_\_ percentage
6. Implementation/Migration/Configuration (one-time). \$\_\_\_\_\_ total
7. Self-service kiosks. \$\_\_\_\_\_ total
8. Provide pricing, if applicable
  - Ticket printers. \$\_\_\_\_\_ total
  - Ticket stock. \$\_\_\_\_\_ total
  - Ticket envelopes. \$\_\_\_\_\_ total
  - Billing of complimentary tickets. \$\_\_\_\_\_ total
  - Billing of refunds and/or exchanges. \$\_\_\_\_\_ total
9. Proposers to list any additional system costs or programs not listed above.

The University requires internal management of all fees charged to the patron for any method of ticket transaction and delivery and prefers a solution where patrons are not directly charged by the Proposer. If patrons will be charged directly by the Proposer, please include detailed information and a brief rationale for the pricing of each item, if necessary, for clarification.



### **EXHIBIT 3 – CERTIFICATIONS**

#### **REQUEST FOR PROPOSAL CERTIFICATION**

Date:

Contracts, Purchasing, and Risk Management  
Northern Arizona University

The undersigned certifies, pursuant to Arizona Revised Statute [38-503](#), that to the best of his/her knowledge (check one):

- ☐ There is no officer or employee of Northern Arizona University who has, or whose relative has, a substantial interest in any Contract award subsequent to this RFP.
- ☐ The names of any and all public officers or employees of Northern Arizona University who have, or whose relative has, a substantial interest in any Contract award subsequent to this RFP are identified by name as part of the submittal.

The undersigned further certifies, in accordance with Federal Acquisition Regulation 52.209-5, that Proposer (check one) ☐ **IS** or ☐ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the University of any change in this status, shall one occur, until such time as an award has been made under this procurement action. The debarred list (List of Parties Excluded from Federal Procurement and Non-Procurement Programs) can be found at:  
<https://www.sam.gov/portal/SAM/#1>.

In compliance with RFP Number: \_\_\_\_\_ and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such goods and/or services in accordance with the specifications/scope of work according to the Offer submitted or as mutually agreed upon by subsequent negotiation.

|                                                                                      |       |                                          |
|--------------------------------------------------------------------------------------|-------|------------------------------------------|
| Name of Proposer                                                                     |       |                                          |
|                                                                                      |       |                                          |
| Name of Contact                                                                      |       | Title of Contact                         |
|                                                                                      |       |                                          |
| Address 1                                                                            |       | Address 2                                |
|                                                                                      |       |                                          |
| City                                                                                 | State | Zip Code                                 |
|                                                                                      |       | -                                        |
| Telephone Number                                                                     |       | E-mail address                           |
| (      )      -                                                                      |       |                                          |
| Print Name of Proposer's Authorized Agent                                            |       | Signature of Proposer's Authorized Agent |
|                                                                                      |       |                                          |
| Title of Proposer's Authorized Agent                                                 |       | Date                                     |
|                                                                                      |       |                                          |
| <b>AN AUTHORIZED AGENT OF THE PROPOSER<br/>SHALL SIGN THE PROPOSAL CERTIFICATION</b> |       |                                          |

## ANTI-LOBBYING CERTIFICATION

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007). In accordance with the Federal Acquisition Regulation, 52.203-11:

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The Proposer, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989.

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Proposer shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by Section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

|                  |       |                  |
|------------------|-------|------------------|
| Name of Proposer |       |                  |
|                  |       |                  |
| Name of Contact  |       | Title of Contact |
|                  |       |                  |
| Address 1        |       | Address 2        |
|                  |       |                  |
| City             | State | Zip Code         |
|                  |       | -                |

|                                                                                           |                                          |
|-------------------------------------------------------------------------------------------|------------------------------------------|
| Telephone Number                                                                          | E-mail address                           |
| (       )       -                                                                         |                                          |
| Print Name of Proposer's Authorized Agent                                                 | Signature of Proposer's Authorized Agent |
|                                                                                           |                                          |
| Title of Proposer's Authorized Agent                                                      | Date                                     |
|                                                                                           |                                          |
| <b>AN AUTHORIZED AGENT OF THE PROPOSER<br/>SHALL SIGN THE ANTI-LOBBYING CERTIFICATION</b> |                                          |

## **FEDERAL DEBARRED LIST CERTIFICATION**

Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)

In accordance with the Federal Acquisition Regulation, 52.209-5:

- (a) (1) The Proposer certifies, to the best of its knowledge and belief, that—  
(i) The Proposer and/or any of its Principals—

(A) (check one) Are ( ☐ ) or are not ( ☐ ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; (The debarred list (List of Parties Excluded from Federal Procurement and Nonprocurement Programs) is at <http://epls.arnet.gov> on the Web.)

(B) (check one) Have ( ☐ ) or have not ( ☐ ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) (check one) Are ( ☐ ) or are not ( ☐ ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Proposer (check one) has ( ☐ ) or has not ( ☐ ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Proposer shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification


will be considered in connection with a determination of the Proposer's responsibility. Failure of the Proposer to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Proposer nonresponsible.


(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

|                                                                                                                         |       |                                          |
|-------------------------------------------------------------------------------------------------------------------------|-------|------------------------------------------|
| Name of Proposer                                                                                                        |       |                                          |
|                                                                                                                         |       |                                          |
| Name of Contact                                                                                                         |       | Title of Contact                         |
|                                                                                                                         |       |                                          |
| Address 1                                                                                                               |       | Address 2                                |
|                                                                                                                         |       |                                          |
| City                                                                                                                    | State | Zip Code                                 |
|                                                                                                                         |       | -                                        |
| Telephone Number                                                                                                        |       | E-mail address                           |
| (      ) -                                                                                                              |       |                                          |
| Print Name of Proposer's Authorized Agent                                                                               |       | Signature of Proposer's Authorized Agent |
|                                                                                                                         |       |                                          |
| Title of Proposer's Authorized Agent                                                                                    |       | Date                                     |
|                                                                                                                         |       |                                          |
| <p align="center"><b>AN AUTHORIZED AGENT OF THE PROPOSER<br/>SHALL SIGN THE FEDERAL DEBARRED LIST CERTIFICATION</b></p> |       |                                          |

## PROPOSER INFORMATION

|                                                                                                                                                                                                                                                          |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <br>Contracts, Purchasing,<br>and Risk Management                                                                                                                       | <b>NORTHERN ARIZONA UNIVERSITY</b><br>SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM<br>Contracts, Purchasing and Risk Management Services<br>928-523-4557 | <b>DO NOT<br/>SEND TO IRS<br/>RETURN TO<br/>NAU</b>                                                                                                                                                                                                                  |
| Foreign individuals/business entities doing business within the U.S. should complete the Foreign Substitute W-9 available at <a href="http://nau.edu/Contracting-Purchasing-Services/Forms/">http://nau.edu/Contracting-Purchasing-Services/Forms/</a> . |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| <b>1. Taxpayer Identification Number (TIN):</b>                                                                                                                                                                                                          |                                                                                                                                                        | <input type="checkbox"/> Employer ID Number (EIN)<br><input type="checkbox"/> Social Security Number (SSN)                                                                                                                                                           |
| <b>2 LEGAL NAME:</b><br>(must match TIN above)                                                                                                                                                                                                           |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| <b>3. DUNS #</b> (If applicable)                                                                                                                                                                                                                         |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| <b>4. LEGAL MAILING ADDRESS:</b>                                                                                                                                                                                                                         | (Where check, tax information, and general correspondence is to be sent)                                                                               |                                                                                                                                                                                                                                                                      |
| DBA (Doing Business As):                                                                                                                                                                                                                                 |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| Address:                                                                                                                                                                                                                                                 |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| Address Line 2:                                                                                                                                                                                                                                          |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| City:                                                                                                                                                                                                                                                    |                                                                                                                                                        | State: <span style="border: 1px solid black; display: inline-block; width: 50px; height: 1.2em; vertical-align: middle;"></span> ZIP Code: <span style="border: 1px solid black; display: inline-block; width: 50px; height: 1.2em; vertical-align: middle;"></span> |
| <b>5. Remit to Address:</b>                                                                                                                                                                                                                              | <input type="checkbox"/> Same as Legal Mailing Address                                                                                                 |                                                                                                                                                                                                                                                                      |
| Address:                                                                                                                                                                                                                                                 |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| Address Line 2:                                                                                                                                                                                                                                          |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| City:                                                                                                                                                                                                                                                    |                                                                                                                                                        | State: <span style="border: 1px solid black; display: inline-block; width: 50px; height: 1.2em; vertical-align: middle;"></span> ZIP Code: <span style="border: 1px solid black; display: inline-block; width: 50px; height: 1.2em; vertical-align: middle;"></span> |
| <b>6. Contact Name:</b>                                                                                                                                                                                                                                  |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| Phone Number:                                                                                                                                                                                                                                            |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| Email Address:                                                                                                                                                                                                                                           |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| <b>7. ENTITY TYPE</b>                                                                                                                                                                                                                                    |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| <input type="checkbox"/> Individual (not a business)                                                                                                                                                                                                     | <input type="checkbox"/> Sole proprietor (Individually owned business) or sole proprietor organized as LLC or PLLC                                     | <input type="checkbox"/> Corporation (NOT providing health care, medical or legal services)<br><br><input type="checkbox"/> Corporation (providing health care, medical or legal services)                                                                           |
| <input type="checkbox"/> The US or any of its political subdivisions or instrumentalities                                                                                                                                                                | <input type="checkbox"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities                                  | <input type="checkbox"/> Tax-exempt organizations under IRC §501<br><br><input type="checkbox"/> Partnership, LLP or partnership organized as LLC or PLLC                                                                                                            |
| <b>8. Business Purpose:</b>                                                                                                                                                                                                                              |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| <input type="checkbox"/> Medical <input type="checkbox"/> Merchandise <input type="checkbox"/> Legal <input type="checkbox"/> Other, Specify:                                                                                                            |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |
| <b>9. Product or Service Provided/ Purpose of Payment:</b>                                                                                                                                                                                               |                                                                                                                                                        |                                                                                                                                                                                                                                                                      |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                        |                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
|  <p>Contracts, Purchasing,<br/>and Risk Management</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p align="center"><b>NORTHERN ARIZONA UNIVERSITY</b><br/> SUBSTITUTE W-9 &amp; VENDOR AUTHORIZATION FORM<br/> Contracts, Purchasing and Risk Management Services<br/> 928-523-4557</p> | <p align="center"><b>DO NOT<br/>SEND TO IRS<br/>RETURN TO<br/>NAU</b></p> |
| <b>10. FEDERAL INFORMATION – REQUIRED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                        |                                                                           |
| <p>What is the Federal classification type of your business? – see definitions on link below.<br/> (S.B.A. Small Business definition FAR 19.001 and size standards FAR 19.102)<br/> <a href="http://www.sba.gov/size">http://www.sba.gov/size</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                        |                                                                           |
| <p>LARGE Business? YES <input type="checkbox"/> NO <input type="checkbox"/><br/> SMALL Business? YES <input type="checkbox"/> NO <input type="checkbox"/></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                        |                                                                           |
| <p>Please check <u>all that apply</u> to your business for Federal Supplier Type:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                        |                                                                           |
| Service Disabled Veteran Owned (VD)<br><input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Small Disadvantaged (SD)<br><input type="checkbox"/>                                                                                                                                   | Women Owned (WO)<br><input type="checkbox"/>                              |
| Veteran Owned (VO)<br><input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Minority Institution (MI)<br><input type="checkbox"/>                                                                                                                                  | HUB Zone (HZ)<br><input type="checkbox"/>                                 |
| <p>Note: Supplier type will be verified through the System for Award Management<br/> <a href="https://www.sam.gov">https://www.sam.gov</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                        |                                                                           |
| <b>11. Residency (Select one):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                        |                                                                           |
| <p><input type="checkbox"/> U.S. Person, Includes Resident Alien<br/> <input type="checkbox"/> Nonresident Alien performing services outside the U.S.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                        |                                                                           |
| <b>12. CERTIFICATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                        |                                                                           |
| <p>Under penalties of perjury, I certify that :</p> <ol style="list-style-type: none"> <li>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me),</li> <li>2. I am not subject to backup withholding.</li> <li>3. I am a U.S. person (including a resident alien). Cross ‘3’ if non-resident doing business outside the U.S.</li> <li>4. I certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. See Federal Acquisition Regulation section <a href="#">52.209-6</a> for more information regarding debarment.</li> </ol> <p><b>The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.</b></p> |                                                                                                                                                                                        |                                                                           |
| <p>Payment Term: Net 30 in accordance with A.R.S. <a href="#">35-342</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                        |                                                                           |
| <b>PRINT NAME:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>SIGNATURE:</b>                                                                                                                                                                      |                                                                           |
| Title:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Date:                                                                                                                                                                                  |                                                                           |
| NAU Contact Name and Phone/Email:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                        |                                                                           |
| <p align="center"><b>AN AUTHORIZED AGENT OF THE PROPOSER<br/>SHALL SIGN THE VENDOR INFORMATION</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                        |                                                                           |

Northern Arizona University is an Equal Opportunity/Affirmative Action Institution.

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## **EXHIBIT 4 – TERMS AND CONDITIONS**

**Proposals that are contingent upon any changes to these mandatory contract terms and conditions may be deemed nonresponsive and may be rejected.** All exceptions must be submitted with justification and alternate language and **MUST** be submitted with the Proposal.

### **Terms and Conditions**

- The University's Terms and Conditions are available at <https://in.nau.edu/Contracting-Purchasing-Services/Terms-Conditions/>

### **Insurance Requirements.**

Without limiting any liability of or any other obligation of Contractor, Contractor shall procure and maintain (and cause its subcontractors to procure and maintain), until all of their obligations have been discharged or satisfied, including any warranty periods under this Contract, insurance against claims that may arise from or in connection with the performance of work hereunder by Contractor, its agents, representatives, employees or subcontractors, the minimum insurance coverages listed below, unless otherwise agreed to in writing. Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Authorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The University in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurance insolvency. Self-insurance may be accepted in lieu of or in combination with the insurance coverage requested.

- Commercial General Liability** of \$1,000,000 minimum limit for each occurrence and \$2,000,000 general aggregate, to include coverage for bodily injury, property damage, personal and advertising injury, and broad form contractual liability coverage.

|                                           |             |
|-------------------------------------------|-------------|
| Each Occurrence                           | \$1,000,000 |
| Damage to Rented Premises                 | \$50,000    |
| Personal and Advertising Injury           | \$1,000,000 |
| General Aggregate                         | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Liquor Liability (if applicable)          | \$1,000,000 |
- Automobile Liability** of \$1,000,000 minimum Combined Single Limit each occurrence, to include coverage for bodily injury and property damage for any owned, hired, and/or non-owned automobiles assigned to or used in the performance of this Contract.
- Workers Compensation** coverage for all employees which meets Arizona statutory benefits and Employers' Liability insurance with a minimum limit of \$1,000,000 each



accident, \$1,000,000 disease – each employee, and \$1,000,000 disease – policy limit.

- i. This requirement shall not apply to each Contractor or subcontractor that is exempt under ARS § 23-901 and when such Contractor or subcontractor executes the appropriate form (Sole Proprietor Waiver or Independent Contractor Agreement).
- d. If applicable, in the University's sole discretion, Professional Liability (Errors and Omissions Liability) of \$1,000,000 minimum limits for each claim (or each wrongful act) and 2,000,000 annual aggregate.
  - i. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
  - ii. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of work of this Contract.
- e. If applicable, in the University's sole discretion, Builder's Risk or Installation Floater (as appropriate) in an amount that represents the estimated completed value of the project.
- f. If Contractor is working with children or vulnerable adults, then coverage for Sexual Abuse and Molestation (SAM) of \$500,000 minimum limit, to include the following statement or evidence on the certificate of insurance that "Sexual Abuse/Molestation coverage is included." The limits may be included within the Commercial General Liability limit, Professional Liability limit, provided by separate endorsement with its own limits, or provided as separate coverage.
- g. If Contractor is providing software, software or systems development or hardware, or is an internet/application service provider (e.g. web hosting), then Technology Errors and Omissions insurance with minimum limits of \$2,000,000 each claim (or each wrongful act) and \$2,000,000 annual aggregate.
  - i. Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this Contract.
  - ii. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.
  - iii. In the event that the Technology Errors and Omissions insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- h. If Contractor is directly connected to the University's network, information security vendor, or internet/application service provider (e.g. web hosting), then Network Security (Cyber) and Privacy Liability with minimum limits of \$2,000,000 each claim (or wrongful act) and \$2,000,000 annual aggregate.
  - i. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, identity theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
  - ii. In the event that the Network Security (Cyber) and Privacy Liability required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- i. If Contractor is providing content such as but not limited to software code, text, data, images, and other media-related services including web design and/or marketing firms, then Media Liability insurance with minimum limits of \$2,000,000 each claim (or each wrongful act) and \$2,000,000 annual aggregate.
  - i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
  - ii. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- j. Policies for Commercial General Liability and Automobile Liability shall be endorsed to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of Contractor. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits are in excess of those required by this Contract.

- k. Policies for Commercial General Liability, Automobile Liability, and Workers Compensation shall contain a waiver of subrogation endorsement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Contractor.
- l. Such coverage shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Northern Arizona University, the Arizona Board of Regents, or the State of Arizona shall be excess and not contributory insurance, as provided by ARS §41-621(E).
- m. With the exception of ten (10) days' notice of cancellation for non-payment of premium, Contractor's insurance shall not be permitted to expire, be suspended, be cancelled, or materially changed for any reason without thirty (30) days prior written notice to the University.
- n. Contractor will furnish the University with valid certificate(s) of insurance required by this Contract and coverage must be in effect at or prior to commencement of work under this Contract and remain in effect for the term of this Contract.
- o. The University's project or purchase order number and project description will be noted on each certificate of insurance.
- p. The Certificate Holder shall be listed as "State of Arizona, Arizona Board of Regents and Northern Arizona University".
- q. Failure on the part of Contractor to maintain these requirements or provide evidence of renewal, shall constitute a material breach of this Contract upon which the University may immediately terminate this Contract, or, in the University's sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the University shall be repaid by Contractor to the University upon demand, or the University may offset the cost of the premiums against any monies due to Contractor.
- r. Costs for coverage broader than those required or for limits in excess of those required shall not be charged to the University.
- s. The University reserves the right to request and receive proof of insurance and/or certified copies of any or all of the above policies and/or endorsements at any time throughout the term of this Contract.

Contractor's certificate(s) of insurance may include all subcontractors as insureds under its policies as required by this Contract, or Contractor will furnish to the University upon request, copies of valid certificates and endorsements for each subcontractor. Coverages for subcontractors will be subject to the minimum requirements identified above.