

**REQUEST FOR PROPOSAL
FOR TICKETING SERVICES
AT THE
UTAH STATE FAIRPARK**

January 12, 2021

Proposal Due Date: February 3, 2021

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SECTION 1 - INTRODUCTION

The Utah State Fair Corporation (“FAIR”) is inviting proposals from qualified Offerors to submit competitive sealed proposals to provide an online ticketing system and access control solution. Fair anticipates entering a multi-year contract but this Request for Proposal (“RFP”) does not commit to the awarding of a Contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a Contract. This RFP is intended to aid FAIR in identifying and selecting a qualified Contractor.

SECTION 2 – BACKGROUND

The Utah State Fair attracts an average of 300,000 patrons each year. The Fair features livestock, vendors, competitive exhibits, cooking contests, entertainment, food, drinks, carnival and much more. The 10,240 seat, outdoor arena plays host to nightly events such as rodeo, motorsport shows, concerts and more.

Situated on 65 acres, just a 5 minute drive from downtown Salt Lake City, the Fairpark is the site of many other year-round events that include rodeos, concerts, car shows, pet adoptions, livestock sales, reptile shows, weddings, corporate parties, fun runs, holiday shows and more.

SECTION 3 - GENERAL INSTRUCTIONS

3.1 DEADLINE FOR PROPOSALS

Proposals must be received by FAIR no later than 4:00 p.m. Mountain Standard Time on February 3, 2021. Sealed proposals may be hand delivered during business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., or otherwise mailed to 155 N 1000 W, Salt Lake City, UT 84116, Attn Holli Buxton. Proposals may also be emailed to holli@utahstatefair.com .

3.2 SIGNIFICANT DATES

The proposed timeline is as follows, however please note that dates are subject to change:

RFP Issued:	January 12, 2021
Written questions/clarifications due on or before:	January 22, 2021
Proposal due date:	February 3, 2021
Award by date:	February 12, 2021
Implementation date (“go live”):	April 1, 2021

For the purpose of implementation, “go live” shall mean that the selected solution is fully installed and operational with proper staff training and system testing completed at this time. All Offerors responding to this RFP must indicate their ability to meet this “go live” date based on the schedule above.

3.3 ADDRESSEE

All proposals should be addressed to the following:

Utah State Fair Corporation
155 North 1000 West
Salt Lake City, Utah 84116
Attention: Holli Buxton
holli@utahstatefair.com

3.4 ELECTRONIC MAIL ADDRESS REQUIRED

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must provide one valid email address designated to receive this correspondence.

3.5 ORGANIZATION OF RESPONSE

Section 5 of this document is an outline for the bid response. Each item must be answered and the format followed according to the outline.

3.6 EMAIL QUESTIONS REGARDING INTERPRETATION OF THE RFP AND CONTRACT DOCUMENTS

At any time during this procurement up to January 22, 2021, Offeror may request, in writing via email, a clarification or interpretation of any aspect of the RFP documents. Such written requests shall be made to the above addressee. The proposer making the request shall be responsible for its proper delivery to FAIR.

If it should appear to a prospective offeror that the performance of the work under the Contract or any of the matters relating thereto, is not sufficiently described or explained in the RFP documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state or city law, ordinance, rule, regulation, or other standard or requirement, then the offeror shall submit a written (via email) request for clarification to FAIR within the time period specified above. All responses prepared in reply to a request for clarification will be sent to all known offerors.

3.7 ADDENDA TO THE RFP

The Fair reserves the right to amend the RFP at any time. Any amendments to the RFP shall be issued through written (via email) addenda. The Fair will provide copies of each addendum to all potential offerors who, according to the Fair's records, received the RFP. All addenda so issued shall become part of the RFP.

3.8 NOTIFICATION

FAIR intends to complete evaluations in a timely and efficient manner. FAIR will notify all Offerors in writing of the disposition of their response upon selection of the successful Offeror.

SECTION 4 - REQUEST FOR PROPOSAL INSTRUCTIONS AND GENERAL PROVISIONS UTAH STATE FAIR CORPORATION (FAIR)

1. **PROPOSAL PREPARATION:** (a) Failure to examine drawings, or carefully read all instructions and specifications will be at offeror's risk. (b) All prices and notations must be in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Price each item separately. Unit price shall be shown and a total price shall be entered for each item offered. The unit price will govern if there is an error in the extension. (d) Prices quoted must be firm for complete delivery of services specified. (e) Delivery of services as proposed is critical and must be adhered to.

2. **SUBMITTING THE PROPOSAL:** (a) If mailed, the proposal must be signed in ink, sealed, and mailed in a properly addressed envelope to the UTAH STATE FAIR CORPORATION, 155 North 1000 West, SLC, UT 84116. "Attn. Holli Buxton" and the "Due Date" must appear on the outside of the envelope. (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and treated in accordingly. Fair reserves the right to consider faxed quotes. Faxed quotes are submitted at the sole option and risk of the offeror and must be responsive to all conditions and specifications included in the RFP (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by Fair unless specifically included in the proposal and accepted by Fair. (d) All purchases are subject to the Purchasing and Procurement Policies as adopted by the Utah State Fair Corporation. (e) By signing the proposal the offeror certifies that all information provided is accurate; that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions; that prices quoted may not be withdrawn for a period of 60 days from proposal due date.

3. **BONDS:** Fair has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposal. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All materials

become property of Fair and may be returned only at Fair's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of Fair.

5. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to Fair and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

6. **AWARD OF CONTRACT:** (a) A contract, if awarded, will be done so with reasonable promptness, by written notice, to the qualified offeror whose proposal is determined to be the most advantageous to Fair, taking into consideration price and evaluation factors set forth in the RFP. The contract file shall contain the basis on which the award is made. (b) Fair can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if Fair believes it would serve the best interest of Fair. (c) Before, or after, the award of a contract, Fair has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) Proposals will not be available for public review. Proposals will be seen only by authorized staff and those selected to evaluate them.

7. **ANTIDISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agree to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. The offeror further agrees to furnish information and reports to the Corporation, upon request for the purpose of determining compliance with these statutes. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. **OFFEROR MUST INCLUDE THIS PROVISION IN EVERY SUBCONTRACT OR PURCHASE ORDER RELATING TO PURCHASES BY THE FAIRPARK TO INSURE THAT SUBCONTRACTORS AND VENDORS ARE BOUND BY THIS PROVISION.**

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SECTION 5 - SPECIFICATIONS

5.1 EXPERIENCE WITH SIMILAR ACTIVITIES

List facilities/organizations at which you have provided similar service, including names and telephone numbers of managers who can be contacted regarding your performance at such facilities/organizations.

5.2 TICKETING

1. Detail single ticket processes for both assigned seat and general admission venues, including, but not limited to selling of tickets in-person, via phone or online, timeliness of sales procedure, handling of payments, exchanges, refunds, account creation, complimentary tickets, etc.
2. Describe in detail your group sales process, including as applicable, online password protected links, inventory control, unique passwords, super-groups, etc.
3. Describe event setup, back-end administration, including seating manifests, ticket types, ticket layout, etc., adding new users, disabling codes, method of delivery, holds, kills, pre-pulls, consignments, invoicing, and other functionality.
4. Describe reporting in detail, including audit reports, daily sales reports, including sales by channel/ticket type and how reporting works for secondary box offices/promoters/other.
5. Describe how your solution is customizable to allow for changes in ticket sales and reporting needs.

5.3 ACCESS CONTROL

1. Describe how your access control system (ACS) functions, including how barcodes/QR codes or other unique identifiers are generated, and scanned.
2. How does your ACS address voids, re-issues, transfers and duplicates?
3. Specifically address the “lag” time between customer purchase and
4. Are there any third party vendors/software providers whose solutions or hardware are integrated into your ACS?
5. Explain how you support your ACS and procedures in case of a system failure.
6. Describe ACS reporting capabilities in detail.

5.4 CAPABILITIES

Describe any other relevant technological capabilities of your system, not already addressed above.

5.5 WEB SITE

1. During the sales process, if customers are re-directed to your website to finalize the purchase of tickets do you allow for a consistent look and feel of the Fair’s website?
2. Identify related costs to Fair (if any) for customization required to maintain that consistency.

5.6 HARDWARE/EQUIPMENT

Describe in detail what IT hardware your system requires to operate. Including, is your system housed on a site based server, cloud based server or a hybrid.

Offeror shall provide all point of sale equipment required for the successful implementation of Offeror's ACS. Equipment minimum requirements (estimated) for point-of-sale locations:

- 5 full set-ups for ticket selling windows (including, as applicable, PC, mouse, keyboard, printer, credit card reader and software)
- 10 ACS scanners with extra batteries (as applicable) and sufficient charging stations

Equipment maximum requirements (subject to change) for point-of-sale locations:

- 21 full set-ups for ticket selling windows (including, as applicable, PC, mouse, keyboard, printer, credit card reader and software)
- 40 ACS scanners with extra batteries (as applicable) and sufficient charging stations

5.7 TRAINING/SUPPORT

Describe in detail the training provided and availability of both on-site and twenty-four (24) hour off-site support, including any associated costs. Ongoing training should also be addressed. As part of your response, specifically include your ability to provide Fair with the following:

- Dedicated staff for initial training
- Additional support added after "go live" date
- On-site support during the Fair or other events
- Emergency escalation process
- On-going additional training via webcasts

5.8 MARKETING

Describe, if any, how the ticketing solution would be able to assist with marketing the Fair and events at the Fairpark, including but not limited to email blasts, POP, internet, media, programming, promotions, partnerships, etc.

5.9 SPONSORSHIP FEE

State the dollar amount Offeror will pay FAIR (if any) for annual sponsorship and exclusive marketing rights for the annual Utah State Fair event. Sponsorship fee will be in the form of cash payment each year of this Agreement and shall be made at the discretion of the FAIR. In return for the annual sponsorship fee cash payment, FAIR will provide Offeror marketing and sponsorship rights recognition, determined based on annual sponsorship fee cash payment dollar amount.

SECTION 6 - COSTS

6.1 Professional Service Costs

Please estimate the cost for implementation of services including process design, product configuration and product customization.

6.2 Training and Documentation Costs

Please estimate the cost associated with training end users and IT support staff as well as the cost of any product documentation and reference materials. Outline the training program you would use to facilitate a smooth transition.

6.3 Support and Maintenance Costs

Please estimate all support and maintenance costs associated with maintaining the solution over the next five (5) years. Please include any costs associated with network connectivity, hosting and similar types of costs. Be sure to include which services are included in the costs.

6.4 Communication Costs

Please estimate costs (if any) to Fair and describe (vendor/provider, data transmission capacity or bandwidth, service, etc.) all telephone, networking, and/or Internet connections which will be required to install and operate your system in multiple locations throughout the Fairpark.

6.5 Other Applicable Costs

Please estimate any other costs associated with your solution that do not fall into any of the categories provided above. Be sure to explain the reasons for these additional costs.

6.7 Settlement

Fair prefers that all point of sale payments be remitted directly to Fair's account. However, if your standard agreement does not allow for that, describe in detail your policy regarding settlement. How often will you remit payments and ticket sales proceeds to the Fair? Explain in detail your monetary control functions which may include but are not limited to event settlements and fund distribution, deposit procedures, maintenance of an escrow account established specifically for the Fair event ticket sale proceeds, and various other guarantees you will provide that assures the Fair will have absolute, total, and timely control over all event proceeds until the event has taken place.

SECTION 7 - TERM OF CONTRACT

7.1 TERM OF CONTRACT

The term of this Contract (if offered) shall be as follows:

Initial Period - Three (3) years

- Beginning April 1, 2021
- Concluding December 31, 2023

Optional Period (if exercised by FAIR) – Two (2) years

- Beginning January 1, 2024
- Concluding December 31, 2025

SECTION 8 – EVALUATION, NEGOTIATION AND AWARD

8.1 EVALUATION, NEGOTIATION AND AWARD

Proposals will be evaluated based on the responses to all individual items, with consideration given to how they relate to: the Offeror's qualifications, proven expertise and experience in the industry, overall marketing support, quality of management of staff, and customer service philosophy; as well as financial considerations, proposed equipment levels, and completeness of the response. FAIR reserves the right to consider all elements entering into determining the qualifications of the Offeror, and to accept or reject any or all bids and any part or parts of any bid. FAIR reserves the right to accept or reject any proposal as determined to best serve the needs of FAIR. FAIR reserves the right to request oral presentations and product demonstrations from offerors scoring above 70% on the written submissions. Failure to comply with such request will disqualify Offeror from the bid process. Selection is at the sole discretion of the FAIR and a contract may be awarded based on the initial proposals received.