Dalhousie University, Procurement Department Room 44, Henry Hicks Building 6283 Alumni Cres. Halifax, NS B3H 4R2

REQUEST FOR PROPOSALS

PROPOSAL NUMBER: DAL2025-006/Box Office Ticketing Software

DATE: March 11, 2025

DEPARTMENT: Rebecca Cohn, Dalhousie Arts Centre

ELECTRONIC BID SUBMISSIONS ONLY, must be received by the Bidding System, before the specified closing time in the Bidding System web clock.

All to be in accordance with the following Sections:

- 1. Information to Proponents
- 2. Proposal Requirements
- 3. Proposal Response Elements
- 4. Appendix "A" Essential Contractual Provisions
- 5. Appendix B" Confidentiality and Non-Disclosure Agreement
- 6. Appendix C Requirements Matrix

- 7. Appendix "D" Evaluation Tool
- 8. Online Submission Forms and Tables Dalhousie
 - 8.1. Schedule of Prices
 - 8.2. References
 - 8.3. Document (Uploads)
 - 8.4. Terms and Conditions of Bidding

DESCRIPTION

Dalhousie Arts Centre is soliciting proposals from experienced and qualified proponents for box office ticketing software that meets the characteristics and technical specifications outlined in the Proposal.

COMMUNICATION NOTE

It is recommended that Proponents add <u>norepty@bidsandtenders.ca</u> and <u>dailybids@bidsandtenders.ca</u> to their "safe senders" list, and monitor their Spam/Clutter/Junk filters to ensure they do not miss automatically generated messages sent out by the Bidding System that relate to this bid opportunity.

INFORMATION SESSION

An optional question and answer session has been scheduled for March 17, 2025 from 2:00pm to 3:00pm Atlantic Time via Microsoft Teams. To participate in this session please

Microsoft Teams meeting

Join on your computer, mobile app or room device

Join the meeting now

Meeting ID: 211 954 349 889 Passcode: W8uw6RB9

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Phone conference ID: 959 781 834#



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ADDENDA

Proponents are responsible for ensuring that they are aware of and have complied with any addenda as described in Section "Information to Proponents".

PROCUREMENT CONTACT

Sheri Crews, Senior Buyer, Procurement

E-mail: sheri.crews@dal.ca * Do not send questions or Proposal submissions to this email address; only submit through the Bidding System, as directed.





A. **DEFINITIONS**

In this Request for Proposals, the following words or phrases have the corresponding meanings:

- A.1. "Bidding System" means the Owner's Bidding System where, Electronic Proposal submissions will only be accepted.
- A.2. "Contract(s)" means the written agreement(s) resulting from this RFP executed by the successful Proponent and the Owner (and any other applicable parties) which shall include the Essential Contractual Provisions and the Confidentiality and Non-Disclosure Agreement.
- A.3. "Essential Contractual Provisions" means the essential contractual provisions set out in Appendix "A", which are to be included in the Contract(s) unless otherwise determined by the Owner in its sole discretion.
- A.4. "Confidentiality and Non-Disclosure Agreement" means the essential contractual provisions set out in Appendix "B", which are to be included in the Contract(s) unless otherwise determined by the Owner in its sole discretion.
- A.5. "Owner" means Dalhousie University.
- A.6. "Proposal Documents" means this Proposal and all online documents and forms submitted by the Proponent for the consideration of the Owner, containing the proposal price, and completion/ delivery time.
- A.7. "Proposal Price" means monetary sum identified by the Proponent in the Pricing Table.
- A.8. "Plan Taker" means a Proponent whom has registered for the specific Proposal document in the Bidding System.
- A.9. "Software as A Service" or "SAAS" Is a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.

B. ELECTRONIC SUBMISSION INFORMATION

- B.1. **ELECTRONIC PROPOSAL SUBMISSIONS ONLY**, must be received by the Bidding System, before the specified closing time in the Bidding System web clock.
- B.2. All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Proposal opportunity, which will enable the Proponent to download the Proposal Document, to receive Addenda email notifications, download Addendams and to submit their proposal electronically through the Bidding System.
- B.3. Proponents are cautioned that the timing of their Proposal Submission is based on when the Proposal is **RECEIVED** by the Bidding System, **not** when a Proposal is submitted by a Proponent, as Proposal transmission can be delayed in an "*Internet Traffie Jam*" due to file transfer size, transmission speed, etc.
- B.4. For the above reasons, the Owner recommends that Proponents allow sufficient time to complete their Proposal Submission and upload attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Owner's Bidding System web clock.
- B.5. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully.
- B.6. To ensure receipt of the latest information and updates via email regarding this proposal, or If a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the proposal opportunity at https://dal.bidsandtenders.ca

NOTE: Additional company contacts are recommended for the reasons outlined below:

• Do <u>not</u> invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same proposal opportunity).



- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Proposals which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addenda notifications from the Bidding System, and where permitted by the terms and conditions of the Proposal Document, to submit Proposals electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addenda, on your behalf.
- If you are an invited company contact, it is imperative that you create your login from the link contained in the email invitation. **DO NOT** go directly to https://dal.bidsandtenders.ca website and create a separate vendor account.

C. ELECTRONIC PROPOSAL SUBMISSION

C.1. Proponents must use the Bidding System to submit a bid.

- C.1.1. Proponents are to note that PDF documents are for preview of the Proposal document. In order to complete a Bid Submission, Proponents will need to click on the "Start Submission" button in the Bidding System once they have Registered for the Bid. This will allow Proponents to complete Pricing Table(s), Fillable Tables and/or Forms and Upload Documents previewed on the PDF document (all as applicable).
 - C1.1.1. The pricing table in the bidding system must be used to submit a price.

C.2. **Document Uploads:**

- C.2.1. Documents should be in PDF format. Documents should <u>NOT</u> be provided in any other format. In addition, do NOT upload video or audio files. You may state a web address link in your proposal submission or upload a document stating this web link for the evaluation person (s) to view and/or listen to your video and/or audio information in your proposal.
- C.2.2. Documents should <u>NOT</u> have a security password, as the Owner will not be able to open the file.
- C.2.3. The maximum file upload size is 512MB. To reduce the document size. Proponents should follow the instructions below on zipping their document(s).
- C.2.4. It is the Proponent's sole responsibility to ensure that their uploaded document(s) are not defective, corrupted or blank and that the documents can be opened and viewed by the Owner. The Owner may reject any Proposal where any document(s) cannot be opened and viewed by the Owner.
- C.2.5. If a Proponent requires to upload more than one (1) document, the Proponent should combine the documents into one zipped file. If uploading a zipped file containing more than one (1) document, please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as "Previous Experience".
- C.2.6. In instances where an uploaded response forms part of a Proposal, Proponents should ensure their Proposal Response resembles the sequence of the sections and should not exceed the restriction on the number of pages (if stated). Your "Table of Contents" should indicate the section and page number for your response to each item of the Owner's submission format. This will help ensure that all Proposals present the requested information in the same format. This "sameness" will make the Proposal evaluation process easier to evaluate against the Owner's evaluation criteria.



D. TAXES

- D.1. All prices shall be Harmonized Sales Tax (HST) extra.
- D.2. Where applicable, the Proponent shall indicate HST as a separate item on all documentation. The successful Proponent shall provide their HST Registration Number on all invoices.

E. AMENDMENTS

Proponents may edit or withdraw their proposal submission prior to the closing time and date. However, the Proponent is solely responsible to:

- E.1. ensure the re-submitted proposal is **<u>RECEIVED</u>** by the specified closing date and time in the Bidding System.
- E.2. make any required adjustments to their Proposal; and
- E.3. acknowledge the addenda, if any.

F. OWNERSHIP OF INFORMATION

F.1. All documents, information, specifications, requirements, tracings, or attachments provided by the owner and pertaining to this Proposal remains the property of the Owner and shall be treated in strict confidence by the Proponent. No part of this Proposal may be transmitted to, or discussed with a third party, nor reproductions made thereof, without prior written consent of the Owner, except for the purpose of this Proposal.

G. COMMUNICATION

- G.1. The English language will be used for all communication and is required to be used for receipt and evaluation of Proposal Documents.
- G.2. The Owner will not assume responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent shall submit an inquiry through the Bidding System.
- G.3. It is the Proponents responsibility to clarify interpretation of any item in these documents, by-submitting questions in the Bidding System before the specified deadline for questions. The Owner may not respond to inquiries submitted after the specified deadline in the Bidding System.
 - G.3.1. The reply may be in the form of an Addendum or a Clarification. If the response is an Addendum, it will be posted on the Bidding System no later than end of day, **two (2) working days** before the Closing Date.
- G.4. All Proponents will be notified in writing as to the award once a decision has been made.
- G.5. There will be no obligation to receive unsolicited information, whether written or oral, from any Proponent.

H. ADDENDA

- H.1. Addenda may be issued during the Proposal call, all addenda become part of the Proposal documents. The Proponent is deemed to have read and accepted all addenda issued. The onus remains on Proponents to make any necessary amendments to their Proposal based on the addenda. The Proposal price must include any changes or clarifications set out in the addenda. Addenda will be posted on the Bidding System as specified above.
- H.2. PLAN TAKERS WILL BE NOTIFIED WHEN ADDENDA OR POST TENDER ADDENDA ARE ISSUED. ALL ADDENDA WILL BE POSTED ON THE UNIVERSITY BIDDING



SYSTEM.

- H.3. Proponents must acknowledge receipt of any addenda when submitting their Proposal through the Bidding System. Proponents shall check a box for each addenda and any applicable attachments that has been issued before a Proponent can submit their Proposal submission online.
- H.4. Proponents should check the Bidding System prior to submitting their Proposal and up until Proposal closing time and date in the event additional addenda are issued.
- H.5. If an addendum is issued after a Proponent submits a proposal the Bidding System shall WITHDRAW their Proposal submission and change their Proposal submission to an INCOMPLETE STATUS (NOT accepted by the Owner) and the withdrawn Proposal can be viewed by the Proponent in the "MY BIDS" section of the Bidding System. The Proponent is solely responsible to:
 - H.5.1. Make any required adjustments to their Proposal;
 - H.5.2. Acknowledge the addendum/addenda; and
 - H.5.3. Ensure the re-submitted Proposal is **RECEIVED** by the Bidding System before the specified the Proposal Closing Date and time.
- If it is determined that issuance of a Post Tender Addendum is required, the University will notify all H.6. Proponents via the bid system direct e-mail to advise Proponents that a Post Tender Addendum has been issued. It is the Proponents responsibility to check the Bidding System and email (including spam folders) regularly even after a bid has closed to official award notice to ensure no additional addenda are issued.
- Proponents shall be responsible to submit a response to a Post Tender Addendum via the Bidding H.7. System by the closing date and time provided in the notice in order to be considered for award. The Post Tender Addenda submission must include any changes or clarifications set out in the Post Tender Addenda. Failure to submit a response to a Post Tender Addendum via the Bidding System will result in the Bidder receiving no further consideration. Post Tender Addenda will form part of the tender documents.

 INDEMNITY

I.

The successful Proponent will be required to provide the Owner with proof that it owns or has sufficient I.1. rights in all intellectual property in the equipment and software that is supplied, and further to indemnify the Owner in the event of a third-party claim for infringement of intellectual property rights in relation to the equipment or software.

INSURANCE

J.

The Proponents shall be required to provide proof satisfactory to the Owner that the Proponent has J.1. valid subsisting insurance as described in the Essential Contractual Provisions or Contract.

K. PROPOSAL INELIGIBILITY

Proposals will be declared ineligible for consideration if they do not meet the following requirements:

- Proposals submitted by any means other than the Bidding System. K.1.
- Proposals which are not completed in the Bidding System. K.2.
- Pricing tables not completed in the Bidding System to submit a price. K.3.
- K.4. Proposals that are unable to be opened or viewed.
- Dalhousie University reserves the right to reject a bid based on past performance or based on K.5. inappropriate conduct, including but not limited to the following:
 - K.5.1. illegal or unethical conduct
 - K.5.2. the refusal of the proponent to honour its submitted pricing or other commitments;



- K.5.3. any conduct, situation or circumstance determined by Dalhousie University, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- K.6. Proponents which have received formal notice temporarily suspending them from bidding due to not providing acceptable delivery of goods and services. Suspension will be supported through documented efforts by Dalhousie University requesting the proponent to remedy the poor performance and that possible suspension from bidding on future opportunities was documented as part of the performance management. Proponents may request reinstatement through Dalhousie University Procurement after one year if they can demonstrate to the satisfaction of Dalhousie University, they have addressed the issues which have resulted in their initial suspension. The decision to lift a suspension will be at the sole discretion of Dalhousie University.

EVALUATION BY THE UNIVERSITY L.

- L.1. The Owner shall evaluate all valid Proposals and select the Proposal most attractive to the Owner and which, in the sole discretion of the Owner, is deemed to be in the best interest of the Owner.
- L.2. The Owner will evaluate Proposal's based on the evaluation criteria specified in the Proposal Evaluation Tool (Appendix D). The lowest Proposal will not necessarily be accepted.
- Without limiting the meaning of the terms "most attractive" and "the best interest of the Owner", the L.3. following criteria normally will be included in the evaluation of Proposals:
 - L.3.1. Compliance to Proposal Requirements and Specifications
 - L.3.2. Compliance to Essential Contractual Provisions
 - L.3.3. Total evaluated cost
 - L.3.4. Delivery/completion time
 - L.3.5. Experience of Proponent on projects of similar size and scope
 - L.3.6. Superior design features considered advantageous to Owner
 - L.3.7. Operating and maintenance costs (where applicable)
 - L.3.8. Reliability/reputation of product being supplied (where applicable)
 - L.3.9. Adaptability and modification potential to meet future Owner needs
 - L.3.10. Ease of integration with current Owner operations
 - L.3.11. Environmental impact
 - L.3.12. Corporate Ethics Policy
- L.3.12. Corporate Ethics Policy
 Where the Owner has stated requirements or specifications that must meet a "minimum" standard, a L.4. Proponent may include a project or product, which exceeds said standards provided there are advantages to the Owner in terms of operating or capital costs or other relevant factors.
- L.5. The Owner reserves the right to clarify any portion of a Proposal with any Proponent and to negotiate with one or more Proponents during the evaluation process. Such clarification will form an integral part of that Proponent's Proposal.
- All costs incurred in preparing a Proposal, or presenting or elaborating upon a Proposal, shall be borne L.6. solely by the Proponent.

M. REVIEW OF PROPOSAL REQUIREMENTS

The Proponent has carefully examined every part of the Essential Contractual Provisions and Non-M.1. Disclosure and Confidentiality Agreement, and thoroughly understands its stipulations, requirements, and provisions.

N. PRICE DETAIL

N.1. Proponent(s) are required to submit a fee schedule(s) as described by the Owner in the Proposal document.



- N.2. If a Proposal is accepted, the successful Proponent may make no variation of any quoted prices except for changes due to increases or decreases in eligible government taxes or duties, governmental transportation tariffs, or decreases in the price of technology.
- N.3. All prices are assumed to be in Canadian Funds unless otherwise specified. Note: Dalhousie can only remit USD payments to Bidders invoicing with physical addresses in the United States. Bid prices should match the currency being Invoiced.
- N.4. It is the responsibility of the Proponent to ensure the pricing is accurate. If a discrepancy is found in the extended unit price, the unit price will be used, and the total(s) corrected.

O. VALIDITY OF OFFER

O.1. The University will consider all quotes irrevocable and valid for acceptance for a period specified in the Bidding from the closing date.

P. BASIS FOR AWARD

P.1. It is the intention of the Owner that if awarded, to award the complete Proposal to one Proponent.

Q. SUSTAINABILITY CONSIDERATIONS

Q.1. Evaluation of responses will include consideration of financial, social and environmental factors. Proponents are encouraged to discuss these factors in their proposal response.

R. SPECIAL CONDITIONS

- R.1. Smoking is not permitted on Owner's property.
- R.2. No overtime charges of any kind will be permitted unless authorized by the Owner prior to the start of the work.
- R.3. The successful Proponent shall, at all times, comply with the requirements of the Owner's applicable policies, guidelines and procedures found at this link:

 http://www.dal.ca/dept/university_secretariat/policies.html
 - R.3.1. The following are particularly important:
 - R.3.1.1. Owner Harassment Policy
 - R.3.1.2. Owner Safety Program
 - R.3.1.3. Vehicle Anti-Idling Guideline
- R.4. The successful Proponent shall, at all times, comply with all applicable health and safety orders and directives as may be issued by any applicable governmental authority from time to time. The successful Proponent shall also be responsible, at all times, to comply with any additional Owner protocols, directives or guidelines relating to public health and safety. Without limiting the foregoing, the successful Proponent shall be responsible to consult https://www.dal.ca/covid-19-information-and-updates.html to familiarize themselves with applicable on-campus health and safety protocols, including but not limited to the information available at https://www.dal.ca/covid-19-information-and-updates/covid-19-resources.html.
- R.5. The successful Proponent shall ensure that the Owner's property is kept clean of any rubbish or surplus materials resulting from the performance of services on behalf of the Owner. All costs associated with the removal of the debris from the premises shall be the responsibility of the Proponents.



A. INTRODUCTION & OVERVIEW

1. As Dalhousie Arts Centre seeks to expand and adapt our business model to include selfproduced programming, and support ticketing services for a growing portfolio of venues and events, we are soliciting proposals from experienced and qualified proponents to ensure that we have the best ticketing software product to meet our needs. We are seeking a 'white label' solution that can be implemented with no vendor branding and operate as a single tenant/standalone client environment. In other words, the implemented solution should look and function like Dalhousie Arts Centre's exclusive ticketing software. It is an operational priority for us to improve the quality of our online ticket buying experience to reduce our demand for staff involvement in sales. The successful proponent will provide ticketing software with conversion of all pertinent data, a comprehensive staff training and support plan, and online, phone, and walk-up ticket sales capabilities. Consideration will also be given to CRM functionality for future marketing and fundraising functionality not currently in place in our business operations. A smooth, well-planned conversion is essential, completing by placing the software or service in operation as early as reasonably practical for both Dalhousie Arts Centre and the Proponent. The successful firm will demonstrate expertise in providing box office software and bringing knowledge of best practices to the engagement.

BACKGROUND В.

- Dalhousie Arts Centre is currently running Audience View Unlimited v7.36. 1.
- Dalhousie Arts Centre provides ticketing for upwards of 170 performances each year, of which 50-60 2. are part of flexible subscription packages in multiple venues. Sales are by internet, mail, phone, and
- Our estimated annual sales volume is approximately 120,000 tickets, inclusive of comps, with 3. approximately 76% of sales online, 14% of sales by phone, and approximately 10% in-person.

 PROJECT SCOPE

C.

- The scope of work includes: Implementation and hosting of software, working with Dalhousie teams 1. to integrate systems and information. The degree of effort to implement and host software will vary depending on the Vendor's responses.
 - Building platform and migrating information, resources, content from existing platform C.1.1
 - C.1.2 Integration work with Dalhousie systems through ITS team
 - Training of Dalhousie staff on new platform C.1.3
 - C.1.4 Support through Contract period
- 2. The purpose of this RFP is to solicit proposals from firms interested in providing Box Office Ticketing Software, ideally as a Software as A Service (SAAS) offering, along with support and maintenance for all components. The intention is to generate a turn-key ticketing solution that integrates all current ticketing technologies and distribution avenues and allows for growth in the future as new technologies emerge. Additional functionality, including CRM features relevant for marketing and fundraising purposes, space scheduling, and database functionality for production information will all be considered in our evaluation. All proposals should demonstrate an understanding of the software, hardware, and scope of work and convey the ability to accomplish a smooth transition. The proposal must include information that will enable the University to determine the Proposer's overall qualifications.



D. GENERAL REQUIREMENTS

- 1. Supply all labour, materials, tools, equipment and incidentals required for Box Office Ticketing Software as per requirements.
- 2. Provide detailed pricing, including any quantity discount breaks and corresponding prices, with Proposal responses.
- 3. Provide detailed specifications with Proposal responses including information with regards to operating costs including details of power consumption.
- 4. Provide warranty details (if required) with Proposal responses.
- 5. Provide maintenance contract details (if required) with Proposal responses.
- 6. Provide software specifications and upgrade details with Proposal responses.
- 7. Provide a detailed list of required consumable items complete with current pricing.
- 8. Quantities are estimates only. Actual quantities purchased may be increased or decreased due to budget constraints.
- 9. Demonstration of proposed units may be required at no cost to the University.
- 10. Proponents shall confirm in their response that they can and will comply with the terms of the Essential Contractual Provisions, which will be incorporated into the resulting Contract(s). Any non-compliance must be indicated and submitted with your response to be evaluated.

E. CONTRACT DURATION

- 1. The initial agreement will be for five (5) years, with the option to extend the agreement for two (2) additional (2) year terms and one (1) additional one (1) year term to a maximum of ten (10) years in total.
- F. ESTIMATED BUDGET: The estimated annual budget is approximately \$75,000 Canadian Dollars, excluding taxes.
- 1. Submissions which exceed a margin of 30% of total estimated budget may be considered all or in part, pending additional funding, and as deemed to be the Best Value for the Owner.

G. TARGET PROCUREMENT AND COMMENCEMENT/COMPLETION SCHEDULE

1. The timelines shall be negotiated for the earliest date after contract award. A timeline with possible dates of conversion, installation, training, and implementation must be provided in detail by the Proponent.

Short List Selection of Best Evaluated Proponent	Within two (3) Weeks of Closing
Demo, and Q&A for Short Listed Key Project Personnel (if necessary) Proponents are requested to block the dates in their calendars if shortlisted. Owner will notify those short listed or not.	Tentative Dates: May 7th and 8th, 2025
Duration of Pre-Award Contract Planning and Clarification Phase (if necessary)	Within 1 Week of selection of best proponent



Contractual Agreement Finalization	Within 8-10 weeks of Closing					
Implementation	To be determined during pre-award contract planning and clarification.					
Full Commencement of Services (system in full active) production) Target date of September 1, 2025 if feasible.	As early as practical, subject to the conditions of the owner and successful Proponent. To be determined during preaward contract planning and clarification.					
H. PROPONENT INNOVATION AND ALTERNATI	IVES/OPTIONS					
For alternate options select "Start an Alternate Bid" under "M	y Bids" in the Bidding system.					
H. PROPONENT INNOVATION AND ALTERNATIVES/OPTIONS For alternate options select "Start an Alternate Bid" under "My Bids" in the Bidding system. 1. The Owner encourages Proponent innovation. If a Proponent offers goods or services different than those specified in the Proposal, and these may be of advantage to the Owner, Proponents are strongly encouraged to submit as many of these alternatives as they see fit. 2. The original response is to be completed to represent the requirements and specifications identified in the Proposal Documents/Alternative(s) or option(s) must be clearly distinguished and identified with the words "Alternate/Option A" or "Alternate/Option B" etc.						

H.

- The Owner encourages Proponent innovation. If a Proponent offers goods or services different than 1. those specified in the Proposal, and these may be of advantage to the Owner, Proponents are strongly
- 2. The original response is to be completed to represent the requirements and specifications identified in the Proposal Documents (Alternative(s) or option(s) must be clearly distinguished and identified with



Instructions: Submit the information requested in this section with your Proposal response **via the upload section on the Online Bidding System**. The submission should be a concise explanation of the proponent's qualifications to perform this work for Dalhousie University. In preparing a submission Proponents shall strictly follow the format as outlined below. The intent of this restriction is to have an equal evaluation across all proponents with a succinct highlight of key factors.

Where page limits are specified, they are maximums, where there are no page maximums there is no limit. There is no need to fill to the maximum as the intent is to be concise and specific with only the key information, we need in order to evaluate the best Proponent.

1. REQUIREMENTS MATRIX (Appendix C)

- 1.1 We have **included** all general requirements in Appendix C Requirements Matrix with detailed information about solutions to meet requirements.
- 1.2 Proponents shall confirm "Meets Requirements" or "Proposing Alternates" to the requirements for a direct response within the Spreadsheet.
- 1.3 If a proponent is "Proposing Alternates" for any requirement we will still evaluate your option provided you have submitted a detailed response as to how you will otherwise meet the need/outcome. Where we've requested a direct answer and where the Proponent deems it appropriate, a detailed written response is required to each corresponding line in the field provided.

2. REFERENCES - EXPERIENCE FROM RELATED WORK

- 2.1 Two (2) client reference **contacts** (ideally from clients in Canada) that you have done business within the past year. For each reference, include the company's name, mailing address, telephone number, contact name, and number of years as a customer. The Owner may contact referenced clients during the evaluation process. As best possible, please include references comparable to our operational scope.
- 2.2 A minimum of three (3) client reference examples (these may be different from your selected reference contacts), including website links that can be viewed in real-time and in real-world application. For each reference example, include the company's name, venue name if different, and number of years as a customer. Please include reference examples that best demonstrate alignment to our evaluation criteria as expressed in Appendix D.
 - 2.2.1 At least one (1) client reference example must demonstrate the ability to administer subscription programs of comparable scale to those currently operated by Dalhousie Arts Centre (i.e. Symphony Nova Scotia) in real-world application? This can be submitted as archival materials (such as screenshots, videos, etc.) if the ideal reference example may no longer be for sale/live during the evaluation period.
 - 2.2.2 Proponents may provide as many client reference example websites as you would like, **not to exceed 1 page**, but note that while the evaluation committee may consider additional reference examples you provide, they will only be required to review three (3).
- 2.3 Relationships with partners and suppliers that would be beneficial to this contract.



3. WRITTEN RESPONSE DOCUMENT

- 3.1 Where page limits are specified, they are maximums, where there are no page maximums there is no limit. There is no need to fill to the maximum as the intent is to be concise and specific with only the key information, we need to evaluate the best Proponent.
- 3.2 All elements will require a written response via a Document you upload through the Online Bidding System (Step 3 in Bids and Tenders). Please number your response elements in coordination with numbers below.
- 3.3 The proponent <u>must specify</u> and provide responses to the following, in a single document and formatted as follows:

3.4 FUNCTIONAL OVERVIEW (5 pages maximum)

- 3.4.1 Please provide an overview of your proposed solution with due consideration given to the evaluation criteria as provided in Appendix D.
- 3.4.2 What are your policies pertaining to information obtained using your ticketing system? Who owns the information, where is the information stored, and will the information be used by anyone other than Dalhousie Arts Centre?
- 3.4.3 Provide details on functionality relating to ticket scanning or other digital access control features.

3.5 TECHNICAL DETAILS (5 pages maximum)

- 3.5.1 Provide an overview of the proposed service level agreement.
- 3.5.2 Provide an overview of any proprietary or other hardware requirements, including ticket scanners and printers. Please note if your system is compatible with BOCA printers (already owned).
- 3.5.3 Provide an overview of system stability, back-ups, failover and redundancies, including:
 - 3.5.3.1. Back-ups and support to have system run on a 24/7 operations schedule without any downtime caused by proponent's hardware.
 - 3.5.3.2. Response to hardware failure and how system can cope with additional volume of traffic without impact on system performance or end user response times.
 - 3.5.3.3. Process for backup and restore after system crash.
 - 3.5.3.4. Average length of time system may be unavailable due to backup (on-line heavy ticket sales).
- 3.5.4 Provide an overview of system security including network security, firewalls, intrusion prevention, and physical infrastructure.
- 3.5.5 Provide an overview of system updates, including:
 - 3.5.5.1. Previous and future update/release schedule and how the Proponent works with clients to determine new requirements and implementation.
- 3.5.6 Software changes over the past two years and expected enhancements over the next two years.
- 3.5.7 Bug-fixing strategy between release.
- 3.5.8 Provide details for scheduled maintenance windows that would disrupt service, partially or completely including frequency and duration. If applicable, how much notice is given for unscheduled maintenance?

3.6 IMPLEMENTATION PLAN (3 pages maximum)

- 3.6.1 Each proponent must provide an implementation and support plan indicating a timeframe for the work including the key milestones.
- 3.6.2 The plan should identify how the new system will be built while the Owner's existing system remains operational and how Proponent proposes the transition occur when the new system is ready to go live.



- The plan should include all off and on-site technical support and training as well as phone 3.6.3 support.
- 3.6.4 The proponent must clearly indicate what, if any, Dalhousie resources are required and duration.
- The proponent must also provide detailed information on support and maintenance of their 3.6.5 proposed software.
- Explain in detail the ability of your system to handle the requirements and functionality listed 3.6.6 in this document and identify what is baseline and anything that would require additional coding (that would either cost more and/or introduce a delay etc).

3.7 RISKS (1 page maximum)

The Proponent is to provide a list of risks that they expect to be relevant for this project. Potential risks should be organized against budget, schedule, and scope. All potential risks should include both a description of the risk, along with recommended avoidance and mitigation plans

COMPOSITION & HISTORY OF PROPONENT (2 pages maximum) 3.8

- Provide your Company's background, size, location of office, principals, and areas of expertise.
- What makes your company different from your competitors as such that would benefit this project?
- 3.8.3 Provide an overview of your company's sustainability and diversity initiatives.
- How many customers does your company currently serve and what industries? 3.8.4
- Has the company filed for bankruptcy at any point? 3.8.5
- Does your company engage with an independent audit firm to conduct annual audits certifying 3.8.6 the appropriateness and accuracy of your books and records?
- Advise if your company is currently involved in material litigation that may affect this project? 3.8.7 If yes, provide explanation of the litigation.

3.9 KEY PERSONNEL (2 pages maximum)

Provide the names and experience of all other persons who will contribute to the proponent's efforts, including all sub-consultants, on the project and a description of their roles. Comment on their suitability for this project based on the anticipated project needs and their related project experience and training.

VALUE ADDED OPTIONS (optional)

3.10.1 The Proponent is asked to identify any value-added options, ideas, or services that are

3.10

- recommended for adjustment beyond the standard requirements in the RFP. Details regarding both the implementation and ongoing contract should be provided accordingly. An explanation of "Why it is a Value Add" must be provided for each item. The corresponding cost impact of each value-added option must be included. Follow the format below for each value-added item:
 - 3.10.1.1. Item # (1, 2, 3 etc)
 - 3.10.1.2. Why is it a Value Add?
 - 3.10.1.3. Financial Impact (\$)
 - 3.10.1.4. Specifically, please indicate other capabilities.

4. PRODUCT DEMONSTRATIONS AND EVALUATION INTERVIEWS

4.1 The Owner may require a product demonstration and presentation given by the proponent's Key Personnel. The short-listed proponents invited to present will be at the Owner's discretion. The Owner will not be responsible for any costs incurred by Proponents in preparing and submitting their proposals, demonstrations or interviews. An online (web conference) or in person presentation are acceptable.



5. PRICING

- 5.1 Through the Online Bidding System Proponents shall provide a Total Stipulated Price (excluding HST) for years one to five with optional renewal years. Prices shall include all costs such as (but not limited to) the base fee for the purchase cost, implementation and support offered.
 - 5.1.1 Proponents should provide pricing details for any annual licensing (if applicable) or ongoing costs for the first five (5) and up to a potential ten (10) years including details on how long they will guarantee product support, updates, upgrades and security patches.
- 5.2 Identify all costs for value added options (beyond the standard requirements in the RFP) as listed above.
- 5.3 Contract Price Adjustment Formula We request prices are held firm for the duration of the Contract term(s), however, if your prices are not firm for the duration of the Contract provide your Contract Price Adjustment Formula (i.e. % increase or decrease annually).
 - 5.3.1 List what factors affect your pricing and if the adjustment is automatic or determined at a set interval. We will evaluate this at the time of submission.
 - Price increases must be substantiated, and the University reserves the right to cancel the existing Contract and seek alternate services.

6. PRE-AWARD PROJECT PLANNING AND CLARIFICATION

- The best evaluated Proponent may be requested to partake in pre-award project planning to confirm all elements of the requirements and map out major elements of the contract assignment. The purpose of the pre-award project planning is to allow the Proponent and the Owner an opportunity to clarify the Proponents Proposal, identify and document risk mitigation plans, and coordinate their project plan with the Owner's project team.
 - 6.1.1 Note that this is not a negotiation period.

7. SERVICE AND CONTRACT MANAGEMENT

- 7.1 The awarded Proponent and the Owner may engage in Service and Contract management to measure performance and improvement opportunities for the duration of the Contract(s). The Proponent will be expected to lead this process and report at agreed upon regular intervals (ideally agreed during the Pre-Award phase) on the service levels, improvement opportunities and any associated risks. The Owner may suggest or provide the awarded Proponent with templates and procedures for risk and performance reporting.
 - 7.1.1 Proponents may propose a brief outline of any other procedures or recommendations they have with their bid response, such as their standard form Service Level Agreement.

8. CONSTRAINTS – PROTECTION OF PERSONAL INFORMATION

- Regarding the collection, use or disclosure of personal information, the University is required to comply 8.1 with the Nova Scotia Freedom of Information and Protection of Privacy Act (FOIPOP). In addition, the Owner and its service providers are required to comply with the Nova Scotia Personal Information International Disclosure Protection Act (PIIDPA). PIIDPA prohibits the University, and its service providers, from storing or accessing personal information from outside of Canada, except as permitted by For more information regarding this act, please visit: www.gov.ns.ca/just/IAP/PIIDPAquest.asp. Preference is to store data exclusively in Canada. Data storage outside of Canada will be evaluated in accordance with the University's PIIDPA Policy.
- 8.2 Proponents who will store and/or access Owner's data from outside of Canada shall disclose this



information as part of the Proposal and shall also disclose the name(s) and location(s), at any point while providing the services, for any of its agents or service providers who access or store data from outside of Canada.

9. HECVAT

9.1 All bidders must include a copy of their Higher Education Community Vendor Assessment Toolkit (HECVAT FULL) report for their services (or an equivalent document/report). Please see the Educause library to obtain a copy of this tool. https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit

10. CONTRACT

10.1 The Owner and the Proponent will negotiate a final agreement following award of this RFP. Any such agreement will include the Essential Contractual Provisions (Appendix A) and Confidentiality and Non-Disclosure Agreement contained in Appendix B. In addition, the Proponent shall provide copies of any proposed agreement(s) with their proposal submission. The agreement(s) will be considered during the evaluation of the Proposal. The Owner reserves the right to accept or reject the agreement(s), all or in part, at its sole discretion. The Proponent shall, as part of their submission, indicate if they will not comply with any of the Essential Contractual Provisions and Confidentiality and Non-Disclosure Agreement contained in Appendix A and B.

11. PROPONENT INNOVATION AND ALTERNATIVES/OPTIONS

For alternate options select "Start an Alternate Bid" under "My Bids" in the Bidding system.

- 11.1 The Owner encourages Proponent innovation. If a Proponent offers goods or services different than those specified in the Proposal, and, these may be of advantage to the Owner, Proponents are strongly encouraged to submit as many of these alternatives as they see fit.
- The original response is to be completed to represent the requirements and specifications identified in the Proposal Documents. Alternative(s) or option(s) must be clearly distinguished and identified with the words "Alternate/Option A" or "Alternate/Option B" etc.



REQUEST FOR PROPOSALS DAL2025-006 BOX OFFICE TICKETING SOFTWARE APPENDIX "A" ESSENTIAL CONTRACTUAL PROVISIONS

The written agreement(s) resulting from this RFP executed by the successful Proponent and the Owner (and any other applicable parties) shall include the following terms and conditions unless otherwise determined by the Owner in its sole discretion.

- 1. Service Provider shall perform the services, assume all those responsibilities and diligently execute all those duties as required by the Owner, including compliance with the requirements, as set out in the RFP.
- 2. Service Provider shall be responsible for all of its travel, living and out-of-pocket expenses. No overtime charges of any kind will be permitted unless authorized by the Owner prior to the start of the work.
- 3. The terms of the agreement shall be for five (5) years, with the option to extend the agreement for two (2) additional (2) year terms and one (1) additional one (1) year term to a maximum of ten (10) years in total.
- 4. Invoices shall be issued upon completion of each development and/or implementation phase, as applicable, and thereafter, annually, as applicable.
- 5. Invoices shall be paid within minimum 60 calendar days after receipt and approval of an invoice.
- 6. Invoices will be made in Canadian funds, unless otherwise stated in the agreement.
- 7. Service Provider shall provide representations and warranties that the service is fit for the purposes set out in the RFP and that the service will conform in all material respects with the Proposal, including security measures and service standards.
- 8. As between the Owner and the Service Provider (and its subcontractors), the data shall owned by the Owner.
- 9. At the Owner's request, a specific acceptance testing procedure acceptable to the Owner and the Service Provider shall apply to the services that will provide the Owner with a reasonable period of time to confirm material conformance with the requirements. Such testing may occur in phases, if applicable, to reflect the implementation of the applicable deliverables as part of a system. Such testing shall include testing to confirm the ability of the deliverables to work seamlessly, if applicable. In respect to any phase of acceptance testing, a failure of the deliverable to successfully pass acceptance testing, within sixty (60) days from the initial start of acceptance testing, shall allow the Owner to terminate the Contract for cause and to receive a refund of all amounts paid.
 - 10. Owner Data; Data Security; Data Breach
 - a. As between the parties, any and all Owner data (including faculty, staff and students) remains the sole property of Owner. The Service Provider may use such data solely to provide the Services.
 - b. The Service Provider must implement industry standard administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the data. The Service Provider shall maintain and monitor user access logs and other logs used by security teams. Such audit logs must be retained for at least one (1) year. If requested by the Owner, the Service Provider shall provide the Subscriber with such access logs.
 - c. In the Service Provider becomes aware of the unauthorized release (or potential release) of Owner data, the parties agree to promptly, but no later than 72 hours after discovery of such breach notify the Owner of such breach, with such notice, (a) describing the nature of the



REQUEST FOR PROPOSALS DAL2025-006 BOX OFFICE TICKETING SOFTWARE APPENDIX "A" ESSENTIAL CONTRACTUAL PROVISIONS

personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned; (b) communicating the name and contact details of the data protection officer or other contact point where more information can be obtained; (c) describing the likely consequences of the personal data breach; and (d) describing the measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

- 11. The Owner shall be entitled to early termination rights (without prejudice to other rights and remedies) where Service Provider fails to deliver as and when specified, or in the event of a breach any term or condition of Contract, including termination of any third party agreements as it relates to the contract between the Owner and the Service Provider.
- 12. Service Provider shall provide representations and warranties relating to intellectual property ownership and rights of the service, and shall indemnify and hold harmless the Owner in the event of any third party claim for infringement of intellectual property in relation to the service.
- 13. Service Provider shall indemnity and hold harmless the Owner for negligence and wrongful acts or omissions of Service Provider and persons for whom Service Provider is responsible, including subcontractors.
- 14. There shall be no limitations on liability for claims, damages or losses arising out of or relating to personal injury, death, property damage, intellectual property infringement, breach of confidentiality or breach of privacy obligations.
- 15. Service Provider shall execute the Confidentiality and Non-Disclosure Agreement set out in this RFP.
- 16. Service Provider shall at all times maintain and keep in force general liability coverage, including third party bodily injury and property damage coverage in an amount not less than \$5,000,000 per occurrence. The Owner shall be included as an additional insured. This insurance shall be considered primary and any insurance or self-insurance maintained by the Owner shall be in excess of and non-contributory to the Service Provider's insurance. The Service Provider shall, upon request by the Owner, furnish evidence of such coverage to the Owner.
- 17. If applicable, as determined by the Owner in its sole discretion, Service Provider shall at all times maintain and keep in force automobile insurance of at least \$5,000,000, combined single limit, on all owned, non-owned, leased or hired automobiles. The Service Provider shall, upon request by the Owner, furnish evidence of such coverage to the Owner.
- 18. If applicable, as determined by the Owner in its sole discretion, Service Provider shall at all times maintain and keep in force errors and omissions liability insurance of at least \$2,000,000 for each claim protecting the Service Provider and its respective servants, agents and employees against any loss or damages arising out of the provision of professional services rendered by the Service Provider and its respective servants, agents and employees. In the event of a claim the Service Provider will be responsible for the payment of any deductibles. The Service Provider shall, upon request by the Owner, furnish evidence of such coverage to the Owner.
- 19. If applicable, as determined by the Owner in its sole discretion, Service provider shall at all times maintain and keep in force network risk and cyber liability insurance (including coverage for unauthorized access, failure of security, breach of privacy perils, as well at notification costs and regulatory defense) in an



REQUEST FOR PROPOSALS DAL2025-006 BOX OFFICE TICKETING SOFTWARE APPENDIX "A" ESSENTIAL CONTRACTUAL PROVISIONS

amount of at least \$2,000,000 for each claim. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two (2) years thereafter.

- 20. Service Provider shall not assign or sub-contract its interest in the agreement without the prior written approval of the Owner. The terms and conditions of the Contract(s) shall survive any assignment and shall not relieve the Service Provider of its contractual obligations.
- 21. Service Provider shall be responsible for all actions and inactions of their subcontractors, and shall indemnify and hold the Owner, its successors, directors, officers and employees harmless from and against all claims, demands, actions, causes of action, damages, losses, costs, liabilities, and expenses (including legal costs) which the Owner may suffer or incur, or which may be made or brought against the Owner, as a result of, in respect of, or arising out of, any breach or non-fulfillment of any term, condition or obligation subcontracted by the Service Provider to its subcontractor.
- 22. The Contract(s) shall be interpreted, performed, and enforced in accordance with the laws of Nova Scotia.
- 23. Time shall be of the essence in the performance of the Contract(s).



CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT made as of the $[\bullet]$ day of $[\underline{\hspace{1cm}}\bullet\hspace{1cm}]$, 20	<u>•</u>
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BETWEEN:

DALHOUSIE UNIVERSITY, a body corporate, incorporated under the laws of Nova Scotia

(hereinafter referred to as "Dalhousie")

- and -

•, a corporation incorporated under the laws of •

(hereinafter referred to as the "Service Provider")

WHEREAS:

- 1. Dalhousie and the Service Provider have entered into a [type of agreement] ("Agreement") under which the Service Provider [description of service] which will allow Dalhousie to [description of University program to which the service relates].
- 2. Under the terms of the Agreement, Service Provider may store or access confidential, personal and proprietary information concerning University students, faculty, employees or the general public, which Dalhousie and the Service Provider are under an obligation to protect.
- 3. This Confidentiality and Non-Disclosure Agreement ("Non-Disclosure Agreement") sets out the Service Provider's obligations to protect this information.

NOW THEREFORE, in consideration of the mutual covenants and agreements set out herein, the parties agree as follows:

- 1. In this Non-Disclosure Agreement, "Confidential and Personal Information" shall mean all information, documentation or knowledge, in any form, not generally known to the public, obtained directly or indirectly from Dalhousie, including:
 - a) information, documentation or knowledge from paper or electronic files stored on Dalhousie systems;
 - b) personal information about an identifiable individual, including, but not limited to, student or employee names, addresses, identification numbers, passwords, IP addresses, evaluation tools, educational history, employment history, personal characteristics, health and medical information, and financial situations:
 - c) proprietary or financial information; and
 - d) any other similar information which exists or may arise in the future.
- 2. This Non-Disclosure Agreement is intended to outline obligations in relation to Confidential and Personal Information that are supplementary to the obligations of the parties under the Agreement. In the event of a



conflict between this Non-Disclosure Agreement and the Agreement, this Non-Disclosure Agreement shall prevail.

- 3. The Service Provider acknowledges that in the performance of services under the Agreement its employees, agents and subcontractors may have access to Confidential and Personal Information. The Service Provider shall be responsible for all actions and inactions of its employees, agents and subcontractors. The Service Provider shall ensure that its employees, agents and subcontractors are aware of and comply with the confidentiality and non-disclosure obligations contained in this Non-Disclosure Agreement, and agree to do all things reasonably necessary to cooperative with Dalhousie to remedy any breach of such confidentially and non-disclosure obligations by Service Provider's employees, agents or subcontractors.
- 4. The Service Provider agrees to:
 - a) hold the Confidential and Personal Information in strict confidence, and only disclose the Confidential and Personal Information, or any part thereof, to other persons with the express prior written consent of a designated authority of Dalhousie;
 - b) permit only those employees who are assigned to work on the services described in the Agreement to access the Confidential and Personal Information, and to require such employees to hold the Confidential and Personal Information in strict confidence and to use the Confidential and Personal Information solely for the purposes of providing the services set out in the Agreement;
 - c) take all steps that are reasonably necessary to protect the Confidential and Personal Information from unauthorized access, use, disclosure or destruction;
 - d) not reproduce or make any copies of the Confidential and Personal Information except with the prior written authorization of a designated authority of Dalhousie;
 - e) immediately notify the designated authority of Dalhousie in the event of a breach or suspected breach of security affecting the Confidential and Personal Information;
 - f) [store, house and back-up the Confidential and Personal Information in Canada, and not allow access to the Confidential and Personal Information from outside of Canada]
- 5. [is applicable in local hosting solution] In providing Support Services, the Service Provider agrees that:
 - a) whenever possible, the Confidential and Personal Information shall be segregated from the information necessary to perform the required services;
 - b) where access to the Confidential and Personal Information by the Service Provider is required for the purposes of providing Support Services, such access will be:
 - i. granted by Dalhousie only at a pre-arranged time, and disabled immediately upon the conclusion of each task;
 - ii. restricted to pre-approved IP address(es);
 - iii. audited by Dalhousie, which function must remain enabled throughout the access period; and
 - iv. subject to any additional measures deemed appropriate by Dalhousie, given the scope of access and support services required;
 - c) upon completion of service work performed under the terms of the Agreement, it will require its employees, agents and contractors to destroy all such Confidential and Personal Information in its



custody or possession, including, without limitation, the deletion of all documentation, information or data stored on its systems.

- 6. The Service Provider (and its agents and subcontractors) agrees to comply at all times with the Nova Scotia Freedom of Information and Protection of Privacy Act (FOIPOP) and Personal Information International Disclosure Protection Act (PIIDPA) in respect of the Confidential and Personal Information.
- 7. The Service Provider (and its agents and subcontractors) shall (a) resist all formal or legal demand or request for access to, or disclosure of, the Confidential and Personal Information to the fullest extent possible, and (b) immediately notify the designated authority of Dalhousie in the event that it receives a formal or legal demand or request for access to, or disclosure of, the Confidential and Personal Information.
- 8. The Service Provider agrees that upon completion or termination of the Agreement, or earlier upon the written request of Dalhousie, the Service Provider shall, and shall cause its subcontractors to, immediately return the Confidential and Personal Information to Dalhousie in a useable format, including any copies or reproductions made thereof, and then immediately destroy such Confidential and Personal Information, including without limitation, the deletion of all documentation, information, or data from its systems, and certify same to Dalhousie.
- 9. The Service Provider shall indemnify and hold Dalhousie, its successors, directors, officers and employees harmless from and against all claims, demands, actions, causes of action, damages, losses, costs, liabilities, and expenses (including legal costs) which Dalhousie may suffer or incur, or which may be made or brought against Dalhousie, as a result of, in respect of, or arising out of, any breach or non-fulfillment of any term or condition of this Non-Disclosure Agreement by the Service Provider, its employees, agents and subcontractors.
- 10. The Service Provider acknowledges that money damages would not be a sufficient remedy for any breach of this Non-Disclosure Agreement by it or its directors, officers, employees or agents and agrees that, in addition to all other remedies, Dalhousie shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach and the Service Provider further agrees to waive, and to use its best efforts to cause its directors, officers, employees and agents to waive, any requirement for the security or posting of any bond in connection with such remedy.
- 11. The parties acknowledge that the Confidential and Personal Information are the exclusive property of Dalhousie, and that nothing in the Agreement or this Non-Disclosure Agreement shall give the Service Provider any ownership rights therein.
- 12. The obligations set out in this Non-Disclosure Agreement shall survive termination of the Agreement.
- 13. No waiver shall be inferred or implied by anything done or omitted by Dalhousie save only an express waiver in writing.
- 14. Breach of the terms of this Non-Disclosure Agreement shall constitute a default under the terms of the Agreement.
- 15. Where any notice, request or other communication (herein-after called a "**Notice**") is permitted to be delivered pursuant to this Non-Disclosure Agreement or otherwise, such Notice shall be in writing and shall be deemed to have been sufficiently given if signed by or on behalf of the Party giving the Notice and mailed to the addresses as follows:



(a) To Dalhousie [Name]

Dalhousie University

[Address]

(b) To Service Provider [Name]

> [Company] [Address]

Any such Notice given as aforesaid shall be conclusively deemed to have been delivered and received, if served, on the date of such service, or, if mailed, on the third day after such mailing. Either Party may, from time to time, by notice to the other, change the address to which a Notice is to be given. Each Party agrees to acknowledge in writing receipt of any Notice served personally thereunder.

16. This Non-Disclosure Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Nova Scotia, and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties have executed this agreement effective this day of , 20 .

HEREOF, the particle of the pa DALHOUSIE UNIVERSITY



Procurement Department 6283 Alumni Crescent, Rm. 44 PO Box 15000 Halifax, NS B3H 4R2

Preview of the Online Bidding System Forms

Bid Opportunity: DAL2025-006 - Box Office Ticketing Software

Closing Date: April 8, 2025 2:00 PM, Local Time for Halifax, Nova Scotia



Schedule of Prices

PLEASE NOTE:

To submit your bid please click on the edit button for each table access.

Proposal Pricing Table

Validity of Offer

Unless otherwise specified by the Proponent, Dalhousie will consider all Proposals irrevocable and valid for an acceptance period of 240 days from the Proposal closing date. Our schedule for commencement is sooner than this, however, should there be unforeseen delays we would like offers to remain valid for this period.

All items as per requirements section.

Excerpt from Proposal Response Elements

5. Pricing

- 5.1 Through the Online Bidding System Proponents shall provide a Total Stipulated Price (excluding HST) for years one to five with optional renewal years. Prices shall include all costs such as (but not limited to) the base fee for the purchase cost, implementation and support offered.
 - 5.1.1 Proponents should provide pricing details for any annual licensing (if applicable) or ongoing costs for the first five (5) and up to a potential ten (10) years including details on how long they will guarantee product support, updates, upgrades and security patches.
- 5.2 Identify all costs for value added options (beyond the standard requirements in the RFP) as listed above.
- **5.3 Contract Price Adjustment Formula** We request prices are held firm for the duration of the Contract term(s), however, if your prices are not firm for the duration of the Contract provide your Contract Price Adjustment Formula (i.e. % increase or decrease annually).
 - 5.3.1 List what factors affect your pricing and if the adjustment is automatic or determined at a set interval. We will evaluate this at the time of submission.
 - 5.3.2 Price increases must be substantiated, and the University reserves the right to cancel the existing Contract and seek alternate services.

Item # & Description	Year 1 - Total Price (Excluding HST) *	Price	Price	Price	Price	Currency *
5.1 Total Stipulated Price (excluding HST) for years one to five. Prices shall include all costs such as (but not limited to) the base fee for the purchase cost, implementation and support offered.						

Terms of Pricing

Terms	Details (if otherwise) *
Terms of Payment (Minimum Net 45 days)	
Indicate bid currency in the "currency" field in the pricing table. Note: Dalhousie can only remit USD payments to Bidders invoicing with physical addresses in the United States. Bid prices should match the currency being Invoiced.	
Unless otherwise specified by the Proponent, Dalhousie will consider all Proposals irrevocable and valid for acceptance for a period specified in the Bidding System (above Pricing Table) from the Proposal closing date.	
- The Awarded Supplier will be required to register for a free Jaggaer account to receive PO Delivery and submit Invoices electronically via DalBuy (Jaggaer eProcurement) portal. Dalhousie will work with the awarded supplier to discover options. See: https://www.jaggaer.com/	
 Please indicate if you are aware of your options or if you will need assistance. For information purposes, options include. 	
Online Catalogues Hosted (Static) excel spreadsheet Punchout (Suppliers Integrated Website) where possible Invoicing Options Ideal: Automated (cXML) Otherwise: PO Flip Invoicing, Online Submission Least Ideal: E-mailed Invoicing (via Digital Capture)	

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

References

Please provide at least two (2) client reference **contacts** (deally from clients in Canada) that you have done business within the past year. For each reference, include the company's name, mailing address, telephone number, contact name, and number of years as a customer. The Owner may contact referenced clients during the evaluation process. As best possible, please include references comparable to our operational scope.

Line Item	Company Name *	Mailing Address	Contact//elephone	Number of Years as a Customer
1			30,	*
2			P	
3			· Ch	

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

If a Bidder requires to upload more than one (1) document, the Bidder should combine the documents into one Zipped file.

Instructions: Submit the information requested in this section with your Proposal response via the upload section on the Online Bidding System. The submission should be a concise explanation of the proponent's qualifications to perform this work for Dalhousie University. In preparing a submission Proponents shall strictly follow the format as outlined below. The intent of this restriction is to have an equal evaluation across all proponents with a succinct highlight of key factors.

Where page limits are specified, they are maximums, where there are no page maximums there is no limit. There is no need to fill to the maximum as the intent is to be concise and specific with only the key information, we need in order to evaluate the best Proponent.

- Proposal Response Elements 1. Requirements Matrix Appendix C * (mandatory)
- Proposal Response Elements 2.2 and 2.3, Experience from Related Work Submit all the requested information in word or PDF format. * (mandatory)
- Proposal Response Elements 3. Written Response Document with reference to each corresponding line item number through a document - Submit all the requested information in word or PDF format. * (mandatory)
- Proposal Response Elements 5. Pricing Detailed Breakout Quotation showing how you calculated the Total Stipulated Price and any additional costs for custom coding, optional features, functionality etc. * (mandatory)
- Proposal Response Elements 9. Higher Education Community Vendor Assessment Toolkit (HECVAT FULL) report for their services (or an equivalent document/report) * (mandatory)
- Proposal Response Elements 10. Contract, if proposed (optional)
- Other (optional)
- Additional Document (optional)



Addenda, Terms and Conditions

Please refer to General Conditions for information related to compliance with Owner terms and conditions.

Terms and Conditions of Bidding

- 1. The Proponent declares that the Proposal is not made in connection with any other Proponent submitting a Proposal for the same goods or services and is in all respects fair and without collusion or fraud.
- 2. The Proponent represents that it does not discriminate based upon race, color, religion, sex, marital status, age, national origin, or disability.
- 3. It is the responsibility of the Proponent to ensure that no representative extends entertainment, gifts, gratuities, discounts or special services, regardless of value, to an employee of the University, or any member of the University Board of Governors, Senate, Faculty or Departments. Proponents shall report to the Director, Procurement, any attempt to obtain such favours. Furthermore, Proponents shall disclose if any University employee is involved with the Proponent's company in any way.
- 4. All documents, information, requirements, specifications, tracings, or attachments provided by the University and pertaining to this Proposal Document remain the property of the University and shall be treated in strict confidence by the Proponent. No part of this Proposal Document may be transmitted to, or discussed with a third party, nor reproductions made thereof, without prior written consent of the University.
- 5. The submission of a Proposal shall be deemed proof that the Proponent is satisfied as to all provisions of the Proposal Document. The University will not entertain claims based on assertion by the Proponent that it was uninformed or unaware of requirements and specifications, terms or conditions, and addenda.
- 6. All Proposals shall be in enough detail to allow the University to determine the Proponents position from the documents received. The University may refuse to consider any Proposal that does not include documentation or other information specified in the Proposal Document.
- 7. Proponents are advised that no commitment shall exist until such time as the successful Proponent receives official written notice from the University and an acceptable form of contract is fully executed.
- 8. The University reserves the right to cancel the Proposal process at any time. In the event of any such cancellation, the University shall not be obligated to pay any costs, damages or claims of any type or kind to any Proponent or potential Proponent.
- 9. In the event of the Proponent's failure to deliver as and when specified, Dalhousie may cancel the Agreement in whole or in part without prejudice to other rights and remedies.
- 10. The successful Proponent shall agree to all University Terms and Conditions as defined by the Agreement or the Purchase Order.
- 11. These terms and conditions constitute an integral part of this Proposal and the Proponent acknowledges acceptance by submitting a Proposed response.
- 12. The law applicable to the Agreement shall be the law in the Province of Nova Scotia. The Agreement between the parties shall be binding upon them and their successors, executors and administrators.
- 13. Time shall be of the essence in the performance of the Agreement.
- 14. Payments will be made in Canadian funds unless otherwise stated in the Agreement.

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"The awarded supplier will be required to adhere to Dalhousie's Supplier Code of Conduct."

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder. Please refer to General Conditions for information related to compliance with Owner terms and conditions.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest?

Yes

No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name

File Name

Pages

attachments (if applicable)

There have not been any addenda issued for this bid.

