REQUEST FOR PROPOSAL
Sam Houston State University
A Member of the Texas State University System
Procurement and Business Services

Reference Number 753-010-009DJF

Mail Proposals To:
Sam Houston State University
Procurement & Business Services
Box 2028
Huntsville, TX 77341

Deliver Proposals To:
Sam Houston State University
Procurement & Business Services - CHSS Bldg
1901 Avenue I Suite 452
Huntsville, TX 77340

PROPOSAL MUST BE RECEIVED BY: 3:00 PM Central Time - June 2, 2010
FAXED PROPOSALS WILL NOT BE ACCEPTED

Note: A proposal must be received and time stamped at Sam Houston State University by the hour and date specified for a proposal to be accepted for consideration. After receipt, only the names of offerors will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

Agency Invoice Address:
Sam Houston State University
Accounts Payable
Box 2185
Huntsville, TX 77341

Refer Inquiries To:
Procurement and Business Services
Dan Fry, Purchaser II
Telephone No: 936-294-1941
E-mail: PUR_DJF@shsu.edu

All proposals should be completed as required by the instructions in this Request For Proposal, signed and returned with an original and five copies by the date and time specified.

Note: Failure to sign and return the Execution of Offer will result in the rejection of the proposal. (Required form is included with this Request For Proposal.)

All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.
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SECTION 1
INTRODUCTION

1.1 Description of Sam Houston State University

Sam Houston State University, is a member institution of The Texas State University System and a state agency and institution of higher education. The University is located in Huntsville, Texas, which is approximately 70 miles north of Houston. The University currently has almost 17,000 students and 1,500 Faculty/Staff and was founded in 1879.

1.2 Background

A. General

The athletics webpage is currently operated internally by the athletic communications staff and supported by our third party partner Jump TV/NeuLion, Inc. The official Athletics Department website is located at [http://www.gobearkats.com/](http://www.gobearkats.com/).

The Athletic Department encompasses seventeen different men’s and women’s National Collegiate Athletic Association (“NCAA”) Division I athletic sports. Our football program competes in the Football Championship Subdivision (formerly I-AA). All seventeen of these sports have a separate home page on the Athletic Department’s website. The Athletic Department website also provides all of the athletics news articles, the web casting of selected Athletic Department sports and special events, and hosts our online merchandise sales (via Advanced Online), ticket sales through Jump TV/NeuLion, and contains various other information related to University athletics.

1.3 Objective of RFP

A. General

University is soliciting proposals in response to this Request for Proposal (“RFP”) from qualified Website Design providers, online ticketing systems, and corporate sales & fundraising/donor management systems, hereafter referred to collectively as “Proposers,” to provide Website Design production and online ticketing management, maintenance, and related website services (the “Athletic Website”) for the University’s Department of Intercollegiate Athletics (“Athletic Department”) as more particularly described in, Scope of Services, that will provide the maximum benefit to the University in terms of services; and the maximum total overall consideration to the University.
B. Consideration

The successful Proposer will be provided the opportunity to generate revenue streams from the sale of advertising and various other services that will be provided by the successful Proposer in accordance with the terms of this RFP. Athletic Department will have the right to carve out exclusive sales categories and any sales inventory positions and templates will be mutually agreed upon between Proposer and the Athletic Department. The successful Proposer will also have an online ticketing/donor system that will allow athletics to increase revenue with all sports where tickets are sold and reach ticket holders and donors more effectively. The University is interested in contracting with a Proposer that has the financial strength to provide to the University an attractive royalty schedule based on a percentage commission of such revenue. The Athletic Department reserves the right to add any additional university venues and events that have ticketing needs to the ticketing and donor systems and ask Proposer to outline any additional costs in this proposal. Proposer shall provide Athletic Department with all technical upgrades and advances made to their basic templates during the lifetime of the agreement. SHSU reserves the right to add additional services or capabilities at an agreed upon price. The intent of SHSU is to award this proposal to one company and one point of contact, but would allow multiple vendors to work together on a single proposal.

C. The State of Texas Historically Underutilized Business (HUB) Subcontracting Plan:

1a. Proposals over $100,000 (including initial award and all potential option/ extension periods) submitted without a HUB Subcontracting Plan will not be considered for award.

1b. Sam Houston State University has adopted the TPASS rules as their own HUB rules (Texas Government Code 2161.003 – Agency Rules and Texas Administrative Code (TAC) Title 34, Part 1, Chapter 20, Subchapter B, Rule 20.15. It is the policy of the University to encourage the use of small and historically underutilized businesses by making good faith efforts to increase purchases and contract awards through race, ethnic, and gender neutral means. The goal is to promote full and equal business opportunity for all businesses. The University will make a good faith effort to assist small and historically underutilized businesses in receiving a portion of the total contract value for all contracts for construction, services, including professional and consulting services, and commodities purchases. The University has determined that that subcontracting opportunities are probable under this contract.

Proposers who intend to subcontract must perform their good faith effort in completing the HSP. Failure to do so will result in disqualification.

1c. HSP forms have been provided. On-line HSP forms and an instructional video for properly completing the HSP are available at:
http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

You are strongly encouraged to view the on-line training video for the Hub Subcontracting Plan (HSP) before preparing your plan.

1d. For assistance or if you have any questions regarding the HSP, please contact Sam Houston State University's HUB Coordinator, Bob Chapa, at (936) 294-4670.
SECTION 2

NOTICE TO PROPOSERS

PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED. FAILURE TO SUBMIT A COMPLETE RESPONSE MAY RESULT IN DISQUALIFICATION OF PROPOSER’S PROPOSAL.

2.1 Proposal Instructions

A. To respond to this RFP, companies should prepare one (1) original and five (5) copies of the entire written proposal signed by an officer of the company who is authorized to bind the company by contract. Proposals are to be submitted in a sealed envelope/box clearly marked, Website Design, Video Streaming, Online Ticketing, and Donor Management RFP# 753-010-009DJF and addressed to:

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<tr>
<td>Procurement &amp; Business Services</td>
<td>Procurement &amp; Business Services</td>
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<tr>
<td>Box 2028</td>
<td>1901 Avenue I, Suite 452</td>
</tr>
<tr>
<td>Huntsville, TX 77341-2028</td>
<td>Huntsville, TX 77340</td>
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The proposer (not the carrier/mail service/other or University) is solely responsible for ensuring the proposal is received prior to the proposal opening date and time in the Procurement & Business Services as specified on the RFP form. Persons signing the proposal must have the authority to bind the firm in a contract. Late offers will be returned to Respondent unopened. Faxed proposals are not acceptable.

B. Proposals must be submitted and received no later than June 2, 2010 at 3:00 pm. Changes to proposals will not be accepted after the above stated proposal submission deadline; however, companies may withdraw or change their proposal at any time prior to the proposal submission deadline.

C. Any questions regarding this RFP should be submitted in writing and received, no later than May 18, 2010 at 10:00 am C.S.T. to:

Sam Houston State University
Procurement & Business Services
Attn: Mr. Daniel Fry
Fax: 936/294-1997
Email: pur_djf@shsu.edu

Sam Houston State University specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual.
2.2 Type of Agreement

The successful Proposer selected by the University in accordance with the requirements and specifications set forth in this RFP will be required to enter into an agreement with the University.

2.3 Term

Should the University enter into an Agreement as a result of this RFP, it is anticipated the initial term of the Agreement shall be for a minimum of three (3) years. Thereafter, University shall have the right, at its option, to renew the Agreement for up to two (2) additional renewal terms of one (1) year each.

2.4 Inquiries and Interpretations

If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum and will be posted on the Texas Electronic State Business Daily http://esbd.cpa.state.tx.us and the Walker County Alliance web page www.shsu.edu/wca. All addenda shall become a part of this RFP and shall become part of the contract. All questions will be reviewed, consolidated where possible, and answered in an Addendum or as Responses to Questions for clarification to the proposal. Addenda and/or Responses to Questions are usually posted within 2 business days unless the questions involve legal issues or complex subjects. It is the responsibility of the Proposer to monitor the website for addendums or other written responses.

2.5 Public Information

The University considers all information, documentation and other materials submitted in response to this RFP to be of a non-confidential and non-proprietary nature and shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001) after the award of an Agreement. Proposer is hereby notified that the University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

2.6 Selection Process

The University will be the sole judge of the appropriateness and completeness of any and all submitted proposals. The University reserves the right to reject any or all proposals and in particular any proposal not containing the complete data or information requested. After the proposals are evaluated, the University reserves the right to further negotiate with the company receiving the highest evaluation score, based on the criteria set forth. The University will review all proposals, from companies, that meet the requirements, has properly followed all instructions, and manually signed the Execution of Offer.
2.7 Criteria for Selection

The successful Proposer, if any, selected by the University, in accordance with the requirements and specifications set forth in this RFP, will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to the University. Proposals will be evaluated by employees of Sam Houston State University with oversight from the Procurement & Business Services Department. The evaluation of proposals and the selection of the successful proposal will be based on the information provided by Proposer in its proposal including, without limitation, responses to the Responder’s General Questionnaire.

The factors to be considered by University, in evaluating proposals and selecting the successful Proposer for this award, will be those factors listed and categorized below with their relative weightings.

A. Proposer’s Qualifications, Abilities, and References: (20)

1. Proposer’s demonstrated competence and experience in providing the Website Design Services, Video Streaming, On-line Ticketing System and Donor Management, including the quality of Proposer’s references from past and present clients, to include current contact information of a minimum of 3 references.

2. The qualifications, education, and experience of the team members proposed by Proposer to conduct and supervise its Website Design, Video Streaming, On-line Ticketing System and Donor Management services for the University.

3. Proposer’s experience performing the requested Website Design, Video Streaming, On-line Ticketing System and Donor Management services for other similar institutions of higher education.

4. Proposer’s ability to perform the required services within the time periods projected, based on Proposer’s demonstrated capabilities, staffing, and financial resources.

5. Proposer’s demonstrated awareness of the present trends and likely future developments in the Website Design of college and university athletic internet websites, Video Streaming, On-line Ticketing System and Donor Management, including Proposer’s presentation of any planned actions that Proposer believes may be necessary to appropriately respond to industry changes/trends that have occurred or that can be expected to occur in the future.

B. Quality of Proposed Services: (20)

The quality of Proposers’ technology, customer/technical support, policies, programs, and procedures, including the quality of proposed Internet Website design, video streaming capabilities, quality of on-line ticketing system and programming, and donor management. Please provide examples/samples/portfolio of your quality and demonstrations that show aesthetics, navigation, functionality, security, etc.
C. Financial Consideration to University: (20)
Royalty Payments as described in proposer’s response.
Time frame for payments/revenue to be delivered to the University.

D. Cost to University: (20)
Cost to the University as described in Proposer’s response (Section 7).
Payment to contractor upon awarding of bid (Section 7).

E. Responsiveness of Proposal: (20)
The extent to which Proposer’s response relates to the specific environment, requirements, and needs of University; the quality and level of substantive detail provided in Proposer’s response, including but not limited to, the detail provided in response to the Proposer’s General Questionnaire (ref. Section 8). To include how well the proposer followed the instructions of the RFP.

2.8 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the proposal evaluation process, [b] the Criteria for Selection, [c] the scope of services and conditions under which the Services are to be performed, [d] the terms and conditions of the Agreement, and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

2.9 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on its anticipated requirements for services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer shall bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a response to this RFP.

2.10 Key Events Schedule
Issuance of RFP - May 7, 2010
Last Day for Questions – May 18, 2010
RFP Submittal Deadline - June 2, 2010
SECTION 3

PROPOSAL REQUIREMENTS

3.1 General Instructions

A. Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Failure to submit a complete response may result in disqualification of Proposer’s proposal.

B. Proposals and any other information submitted by Proposer in response to this RFP shall become the property of University.

C. University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer, unless otherwise expressly stated. Proposer submits its proposal at its own risk and expense.

D. Proposals that are qualified with conditional clauses; alter, modify, or revise this RFP in any way; or contain irregularities of any kind are subject to disqualification by University, at its option.

E. Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

F. University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in University’s best interest. University reserves the right to seek clarification of any item contained in Proposer’s proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to University, at University’s discretion. Representations made by proposer within its proposal will be binding on proposer. University will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

G. An entity wishing to submit a ‘No-Response’ is requested to return the Execution of Offer (ref. Section 6). The returned form should indicate the responding entity’s name and should include the words ‘No-Response’ in the right-hand column of the Execution of Offer form.

H. Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, at its discretion.
3.2 Preparation and Submittal Instructions

A. Execution of Offer

Please complete, sign and return the attached Execution of Offer (ref. Section 6) as part of proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a signed Execution of Offer will be rejected by University.

B. Pricing and Delivery Schedule

Please complete and return the Pricing and Revenue Sharing plan (ref. Section 7), as part of its proposal. Any proposal received without a completed Pricing and Revenue Sharing plan may be rejected by University.

C. Sample Contract / Agreement

Proposer is to provide a sample Contract/Agreement that would be similar to the one that would be required to be signed by both parties if award is made.

D. Proposer’s General Questionnaire

Proposals should include answers to the questions in Section 8, Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer shall explain the reason when responding N/A or N/R.

E. Page Size, Binders, and Dividers

Proposals should be typed on letter-size (8-1/2” x 11”) paper, and should be submitted in a binder. Preprinted materials should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

F. Table of Contents

Proposals shall include a Table of Contents with page number references. The Table of Contents should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.
G. **Number of Copies**

Proposer should submit a total of six (6) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 6) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

H. **Submission**

(1) Proposals must be received by University on or before the Submittal Deadline at the location stipulated.

(2) Proposer should submit all required proposal materials enclosed in a sealed envelope, box, or container. The RFP Number, Title and the Submittal Deadline should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

(3) University will not consider a proposal received after the Submittal Deadline under any circumstances.

(4) University will not accept proposals submitted by telephone, proposals submitted by facsimile (“FAX”) transmission, or proposals submitted by electronic transmission (“E-mail, disk, or CD-Rom”) in response to this RFP.

I. **Modification or Withdrawal**

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted in response to this RFP. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which shall be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, in its sole discretion.

J. **Proposal Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of forty-five (45) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. The successful proposal accepted by University shall remain valid for the full term of the Agreement or other contractual arrangements resulting from this RFP.
3.3 Pricing and Delivery Schedule

Please complete and return the Pricing and Revenue Sharing Plan (ref. Section 7 of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Revenue Sharing Plan.

In the Pricing and Revenue Sharing Plan, Proposer should describe each significant phase in the process of providing the Services to University, and the time period which Proposer proposes to be able to complete each phase.

3.4 Submittal Checklist

The below listings of items to be included in the proposal submission is a summary provided to aid proposers in putting together their proposal package. Any items stated in other sections of the RFP, but are not listed in this section, are still required to be provided as part of the proposal submission.

A. Responses to any applicable questions and requests for information that may be contained in the Scope of Services (ref. Section 5)
B. Completed Pricing and Revenue Sharing Plan (ref. Section 7)
C. Responses to Proposer's General Questionnaire (ref. Section 8)
D. A copy of a Sample Contract/Agreement.
E. HUB Subcontracting Plan (ref. Section 9)
F. Submit Projected Timeline
G. Documents that are needed for Criteria for Selection (ref. Section 2.7)

Any proposal received without a signed Execution of Offer will be rejected (ref. Section 6)
SECTION 4

TERMS AND CONDITIONS:

ITEMS BELOW APPLY TO AND BECOME A PART OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. PROPOSAL REQUIREMENTS:
   1.1 Rules, Regulations & Statutes: Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
   1.2 Unit Price: Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
   1.3 Late or Unsigned Proposals: Late and/or unsigned proposals will not be considered under any circumstances. Person signing proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in Procurement and Business Services prior to the specified opening date and time.
   1.4 FOB Point: Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
   1.5 Pricing Firm: Proposal prices are requested to be firm for SHSU acceptance for 45 days from proposal opening date (unless otherwise stated in specifications). “Discount from list” proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.
   1.6 Tax Exempt: Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
   1.7 Right to Accept or Reject: The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.
   1.8 Withdrawal: Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 45 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by SHSU Procurement and Business Services.
   1.9 Proposal Costs: Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The University is not liable for any costs incurred by a proposer in response to this RFP.
   1.10 Exceptions: If a proposer takes exception to any specifications within this Request for Proposal, they must notify Procurement and Business Services in writing prior to the scheduled proposal opening date and time.
   1.11 Texas Public Information Act: Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). If a proposer believes any information contained in the proposer’s response package contains any proprietary or confidential information the proposer must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact proposer prior to release of claimed proprietary information. If, at that time, the proposer still believes information provided is proprietary or confidential, the proposer shall timely notify the University in writing of the factual and legal basis of the claim. If the University submits the documents to the Texas Attorney General’s Office for a ruling on the proposer’s claim of privilege, the latter may elect to make arguments directly to the Attorney General’s Office in support of the claim of privilege.
2. SPECIFICATIONS
2.1 Brand Name Descriptive: Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.

2.2 New Items: Unless otherwise specified, items shall be new and unused and of current production.

2.3 Electrical Standards: All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.4 Samples: Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the proposer’s name and address, and requisition number. Do not enclose in or attach proposal to sample. All samples become the property of the University.

2.5 Oral Statements: SHSU will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).

2.6 Manufacturer’s Warranty: Manufacturer’s standard warranty shall apply unless otherwise stated in the RFP.

3. DELIVERY
3.1 Delivery Days: Show number of days required to place material in receiving agency’s designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.

3.2 Foreseen Delays: If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

3.3 Substitutions: No substitutions permitted without written approval of SHSU.

3.4 Delivery Hours: Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

4. INSPECTION AND TESTS
All goods will be subject to inspection and test by SHSU. Authorized SHSU personnel shall have access to supplier’s place of business for the purpose of inspection merchandise. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU’s option, be returned to the vendor or held for disposition at vendor’s expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT
5.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Texas.

5.2 No Guarantee of Award: University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals,
waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in University’s best interest. University reserves the right to seek clarification of any item contained in Proposer’s proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to University, at University’s discretion. Representations made by Proposer within its proposal will be binding on Proposer. University will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

6. CANCELLATION OF CONTRACT – If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

7. PAYMENT – Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. Regardless of the invoice date, the payment process will begin when Procurement and Business receives a written authorization/acceptance from the awarding department.

8. NON-DISCLOSURE: No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of SHSU.

9. CONFLICTS: In event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.

10. PATENTS OR COPYRIGHTS – The vendor agrees to protect SHSU from claims involving infringement of patents or copyrights.

11. VENDOR ASSIGNMENTS – Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to RFPs must give the requisition number, codes, and opening date.

12. FUNDING OUT CLAUSE – Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

13. PROPOSER AFFIRMATION – Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed;

13.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
13.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: http://ecpa.cpa.state.tx.us/vendor/tsearch1.html.
13.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
13.4 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.
13.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to contract award.

13.6 Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

13.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

13.8 Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

13.9 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

- Name of Former Executive:________________________________________
- Name of State Agency:____________________________________________
- Date of separation from State Agency:________________________________
- Position with proposer:____________________________________________
- Date of Employment with proposer:__________________________________

14. NOTICE TO PROPOSER:

14.1 Any terms and conditions attached by the proposer to their proposal will not be considered unless specifically referred to on this proposal form and may result in disqualification of the proposal.

14.2 Equal Opportunity – Proposer represents and warrants that is shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age or disability in the performance of the resulting contract.

April 27, 2010
SECTION 5

SCOPE OF SERVICES

The minimum requirements and the scope of services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. For purposes of this RFP, the successful Proposer shall be sometimes referred to as “Contractor.”

5.1 GENERAL OVERVIEW

Contractor shall furnish all management, labor, equipment, goods, and supplies necessary to provide an upgraded and modernized web site, video streaming, online ticket management services, corporate sales/fundraising donor management programs to the Athletics Department and with an option for additional university venues in accordance with the terms and conditions of this RFP, including but not limited to, the following specifications (collectively, the “Services”). The intent of SHSU is to award this proposal to one company and one point of contact, but would allow multiple vendors to work together on a single proposal. In provision of the Services, Contractor shall ensure the primary online point of entry into the Athletic Website is state of the art in terms of technology, design, and revenue-generating opportunities. Services shall include, but not be limited to:

5.2 CUSTOM WEB SITE DESIGN AND RESPONSIBILITY AND OWNERSHIP OF CONTENT

(a) Contractor will devise and provide a upgraded, unique and modern design for the Athletic Website that is customized to meet the specific needs and requirements of the Athletic Department and University.

(b) University Athletic Department will retain the right of exclusive control and approval of all content on the Athletic Website, and with the exception of the items and services set forth, will retain ownership of, and be exclusively responsible for providing to Contractor, all content of the Athletic Website including, but not limited to, such content as text, photos, logos, trademarks, video, messaging, and audio.

(c) Contractor will be solely and exclusively responsible for all rights with respect to the software provided to University hereunder for purposes of providing the Services, and any materials (including advertising) that Contractor incorporates into the Athletic Website or otherwise furnishes in relation to the Services.

5.3 AUDIO / VIDEO FEEDS/STREAMING

(a) Contractor shall supply on the Athletic Website a streaming and hosting solution that provides on-line audio-visual film (“Videos”) for any of the Athletic Department’s live and/or archived multimedia content. Videos will be created by University, and University will provide Videos to Contractor. All content of the
Videos are University property, and will only be utilized in accordance with written University instruction. Contractor will be able to stream video at multiple bit rates that include all levels of high quality streaming including 400, 800, 1600, and 2200 kbps. The Videos will be archived by Contractor during the term of any Agreement resulting from this RFP, and will be returned either (i) immediately upon University’s request; or (ii) immediately upon termination of such Agreement. University will provide all video for website use in a wmv format. Contractor should state if this is acceptable or what format is preferable.

(b) Users will access the videos on the website. University will have the opportunity to create a University-specific subscription product created by the Contractor and approved by the University if warranted.

(c) SHSU Athletics will have sole discretion over which content is subscription-based and which content is free to all users.

(d) Video shall not be used by Contractor in any format with the purpose of advertising or marketing the University without written permission of the University.

5.4 ADVERTISING / SPONSORSHIPS

(a) Contractor shall provide all technical support related to any Athletic Department Advertising that the Athletic Department requires to be placed on the Athletic Website. Such support shall include, but not be limited to, the creation of specific website banners, motifs, and other related graphics.

(b) Contractor shall be provided a non-exclusive right to sell advertising on the Website. All advertising sales must be approved through the University before being placed on the website. Advertising may not conflict with any exclusivities as outlined by the Athletic Department or guidelines set by the NCAA. Advertising templates and locations of ads must be approved by the Athletic Department.

(c) Contractor shall track the number of times each advertisement was “clicked on”, or visited, and provide University with a report of such numbers upon request. Additionally, Contractor shall track the length of time and dates that each advertisement was posted on the Athletic Website and provide University with a report of such calendar data upon request.

(d) Contractor shall supply Athletic Department with traffic reports on a regular basis.

5.5 MOBILE PHONE APPLICATIONS

Contractor will provide an application available for purchase by fans for use on mobile phones (iPhone, Driod, etc.) and provide university all software and programs necessary to keep application up-to-date and current.
5.6 ONLINE STORE

Option 1
Contractor may outline a plan to implement and provide an online store (“Virtual Athletic Store”) on the Athletic Website dedicated specifically to the sale of Athletic Department apparel, souvenirs, and other University spirit-related merchandise (“Spirit Goods”), videos, CDs, etc. The Virtual Athletic Store shall provide on-line services such as order submission, order status, quantities, and promotional information related to the products available in the Virtual Athletic Store. All merchandise and products sold or displayed on the Virtual Athletic Store shall be approved by University. Contractor shall provide all customer service, ordering, and delivery services necessary to complete all retail transactions and sales related to the Virtual Athletic Store.

Contractor shall ensure that all customer transactions completed on the Virtual Athletic Store are conducted in a one hundred percent (100%) secure environment. University reserves the right to determine the level of security present in the Virtual Athletic Store. Contractor must use only officially licensed companies of University when determining what products can be sold online.

Option 2
University reserves the right to use a third party vendor for online merchandise that will be linked off the website. Revenue sharing will not be applicable if University uses a third party vendor for merchandise.

5.7 ONLINE AUCTIONS

Upon request by University, Contractor shall provide all technical internet hosting and production requirements and any other related internet services necessary to conduct on-line auctions on the Athletic Website for the sale of specific products approved by the University. Contractor shall coordinate with University and provide technical assistance to ensure such on-line auctions will provide the maximum benefit to University. Athletic Department keeps 100% of the revenue from the auctions.

5.8 EVENT TRACKING SYSTEM

Contractor shall provide an on-line, real-time program (“Event Tracking Program”) that provides live official game statistics and play-by-play summaries of University games. Contractor is to provide software used for event tracking and detail how the system works. Contractor to provide system that can operate with multiple events taking place at one time. Example: live stats being used at football, volleyball, and soccer at the same time. Fans should be able to access all live stats and system should be able to accommodate this with no problems.
5.9 CONTENT MANAGEMENT

Contractor shall provide electronic sports information template that will allow for the Athletic Department to automatically and directly post sports information on the Athletic Website.

5.10 ONLINE TICKETING AND DONOR MANAGEMENT

Contractor shall provide a ticketing solution specifically designed for the requirements of an intercollegiate athletic department and offers complete management of the box office, venues, online ticket sales and database marketing activities for the SHSU Athletic Department with an option to add additional university venues and events.

Contractor will make sure the ticketing system is fully integrated into the website and includes the ability to perform upgrades to the system and add new ticketing, donor management or web services modules as needed in the future at no additional cost to the Athletic Department or University.

Contractor will create a user friendly system that is simple to manage customer accounts, transact ticket package sales, conduct window sales, and allocate tickets without any prior ticketing experience or extensive system training.

Contractor will create a ticketing website that provides fans with 24/7 access, which will allow them to purchase tickets, renew ticket packages, apply payments to their outstanding ticket balances and access the details of their account history and additional account detail through donor management. System should ultimately allow for the real time integration with the Bearkat OneCard, the Sam Houston State University identification card that also includes optional checking account and serves as the way students manage their financial refunds at SHSU. The technical platform for the card is an SHSU legacy program. Consideration is being given to purchasing a new card system in the future, potentially during the lifetime of this contract. At that time Contractor will be expected to make best efforts to integrate the Bearkat OneCard with the SHSU Athletic Department ticketing/donor/web system. Other baseline standard technologies (web based sales terminal, access management, ticket resale and marketplace opportunities, etc.) should be included if available.

Contractor may, at the discretion of the University, add a fee to mutually agreed upon transactions that take place with online ticket sales. No added or separate costs will be added for system training or support. Contractor will designate a representative(s) that will be assigned to train and support the staff and to help operate the ticketing system effectively. Support system will help implement and also provide daily support when needed. University will only be responsible for tickets that generate revenue and not pre-pulled tickets that are placed back in the system if unsold or deemed as complimentary.

Contractor will provide venue management with online ticketing that includes an image map for view by venue, section, or seat, seat mapping by section showing the total seats and those still available, along with who owns the ticket and whether the invoice has been paid, map audit reports that show all seats available, sold, held, production kills, etc. by
section, unlimited ticket pricing levels, total fee control (University will exclusively
decide if a fee is to be charged), the amount of the fee and ownership of all revenue
generated by fees.

Contractor will provide a real time sales system with the flexibility to control the release,
allocation, & sale of seats within a venue by event. Every computer terminal is a point of
sale system and can track activity to point of use. Real time allocation and sales of these
tickets can be done by phone, ticket window, and online. In addition, the sales system
allows the University to establish unlimited types of payment plans for tickets.

Contractor will create system that will allow University to access all customer data to
generate e-mail, labels, letters, or personal care cards and to review customer contact
histories.

Contractor will provide a real time sales system with the flexibility to control the release,
allocation, & sale of seats within a venue by event. Every computer terminal is a point of
sale system and can track activity to point of use. Real time allocation and sales of these
tickets can be done by phone, ticket window, and online. In addition, the sales system
allows the University to establish unlimited types of payment plans for tickets.

Contractor will create system that will allow University to access all customer data to
generate e-mail, labels, letters, or personal care cards and to review customer contact
histories.

Contractor will create a group sales tool that facilitates the sale of group tickets for any
event and for any number of tickets. The group sales process would support special
promotions and include an integrated e-mail system. Tickets could be grouped and held.
System should allow members of a group to log in and purchase tickets from that block
with or without a special price code, with or without a password.

Contractor will create a Customer Relationship Management system with complete fan
profiles including invoices, receipts, ticket purchases, & credit card information. The
system should be able to handle seat change requests and creating wait-lists. Contractor
should be able to track donations and ticket purchases off a single database.

Contractor will provide the most recent updates to company’s baseline software programs
as they are developed and will implement such programs during the life of this contract at
no additional charge to the university.

5.11 CUSTOMER TRACKING, REPORTING, AND ADDITIONAL MARKETING
TOOLS

(a) On-Line Registration and Customer Lists.

Upon University request, Contractor shall provide a registration system on the
Athletic Website that will enable customers to register themselves as visitors
and/or Athletic Department supporters. Contractor shall create and maintain a
customer list of all such registered visitors. Please provide specific examples of
how this system will work and look.

Upon University request, Contractor shall provide a registration system for any
customers that pay to utilize any service or buy any product available on the
Athletic Website. Contractor shall create and maintain a customer list of all such
registered paying customers.
University shall have the right to obtain from Contractor all customer lists (including all related customer addresses and other contact information) that may have been developed by or on behalf of Contractor in providing the Services.

Contractor will provide the ability to convert specific account lists into excel files.

(b) **Additional On-Line Marketing Tools.**

Upon request by University, Contractor shall promote the University, the Athletic Department, and/or the Athletic Website, by sending targeted emails to specific groups based on demographic information, location, sports of interest, etc. that Contractor has comprised from the customer lists referenced above. All such emails or promotions and the content therein are subject to, and must receive, prior University approval. Contractor should state what the time frame is when a targeted email is requested to be sent by University, who is responsible for formatting, who will actually send the email and what precautions does contractor take to ensure email does not become spam and is black listed.

Contractor shall design, create, and maintain a link on the Athletic Website for an Athletic Department electronic newsletter to provide visitors to the Athletic Website updated information concerning the Athletic Department. All content of such electronic newsletter will be owned, controlled, and provided to Contractor by University. University will reserve the right to add links on the website for future marketing projects that may occur. Contractor will work with University to design and implement any new links that may occur.

5.12 **TECHNOLOGY**

(a) Contractor should provide current industry standard user interfaces and accessibility features for SHSU clients. Vendor’s software must maintain compatibility with university computer software systems. If such software should change the proposer must adapt their systems to comply with university specifications.

(b) Contractor must follow industry standard best practices to ensure the security, integrity, reliability and availability of data to ensure operation of all provided services when they are needed by SHSU. Further, any breach of security deemed to be of the fault of the contractor will be the responsibility of the Contractor and not the university.

(c) Contractor will coordinate planned system outages with SHSU, so as not to interfere with services needed by SHSU.

(d) Contractor shall provide Athletic Department with all systems upgrades at no additional cost to the University.

(e) Contractor should supply a single database able to provide real time tracking of ticket sales and donations.
5.13 TECHNICAL SUPPORT

Contractor shall provide University with unlimited technical support, in relation to the Services, on an on-call basis during business hours as well as emergency phone support on nights and weekends. Contractor should define what its business hours are and ensure that technical support will be available on nights and weekends in case issues arise during those times. Contractor should describe in its response the methodology and details of its proposed technical support (ref. Section 8).

5.14 COORDINATION AND PROBLEM RESOLUTION

Contractor will assign to the University a specific designated representative, or representatives, who will be responsible for the administration and coordination of the Services. Such representative(s) will be responsible for:

(i) ensuring that any and all content of the Athletic Website are acceptable to, and approved by, the University;

(ii) coordinating all Video, Audio, and Streaming content and production;

(iii) coordinating all aspects of the Virtual Athletic Store;

(iv) coordinating all advertising, marketing and promotional efforts related to the Services.

(v) resolving any and all issues related to Service to the satisfaction of University.

(vi) any online ticketing system or donor problems.

5.15 REVENUE SHARING

Each Proposer shall propose in, Section 7, a percentage commission on gross revenue (the “revenue sharing”) to be paid to the University. Contractor should detail out, as in Section 7, the percentage to be paid for each potential revenue source on the website.
SECTION 6

EXECUTION OF OFFER

1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.

2. By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.

3. By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposals lists.

4. By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through 35 of RFP# 753-010-009DJF.

Federal Employer Identification Number (FEIN): __________________________

Proposer/Company: __________________________________________

Signature (ink): __________________________________________ Date: __________

Name (typed/printed): __________________________________________

Title: ______________________________________________________________

Address: ________________________________________________________________

Street or PO Box  City                   State  Zip Code

Telephone Number: ___________________

Total Cost for initial 3 years : $ ____________________________
(to include any and all costs, fees, charges, and etc.)

PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.
SECTION 7
PRICING AND REVENUE SHARING

Proposal of: ________________________________
(Proposer Company Name)

To: Sam Houston State University

Ref.: Internet Website Design, Video Streaming, Online ticketing system for University Athletic Departments and Donor Management, related to the University Athletic Department

RFP No.: 753-010-009DJF

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Internet Website Design, Video Streaming, Online ticketing system for University Athletic Departments and Donor Management services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

7.1 PRICING FOR SERVICES OFFERED

7.1.1 Annual Production Fees:

If University grants Contractor full rights to the areas of online advertising; multimedia subscriptions; online store; online auctions; wireless; podcasting and affinity email, online ticketing/donor management system, the Production Fee schedule shall be as follows:

Year One = $______________

Year Two = $______________

Year Three = $______________

Year Four = $______________

Year Five = $______________

7.1.2 Athletic Department Advertising

Contractor’s percentage fee rates for placement and maintenance of Athletic Department Advertising on the Athletic Website, per each Advertisement sold by University and placed and maintained by Contractor on the Athletic Website.
7.2 REVENUE TO BE PAID TO UNIVERSITY

7.2.1 Contractor-sold Advertising (per each Advertisement):
_________________________________________ percent

7.2.2 Multimedia Subscriptions (per each sales transaction):
__________________________________________ percent

7.2.3 Virtual Athletic Store (per each sales transaction):

(a) To University’s approved provider:
_________________________________________ percent

(b) To University:
__________________________________________ percent

(c) University uses third party vendor:
_________________________________________ percent

7.2.4 Online Auctions (per each sales transaction):
_________________________________________ percent

7.2.5 Revenue Percentage paid to SHSU for all other transactions related to the Services:

Google, Apple, Pictopia, etc.___________________ percent

7.2.6 Additional Compensation offered, if any:

7.3 DELIVERY SCHEDULE OF EVENTS AND TIME PERIODS
Provide on an attached sheet with reference to 7.3 and title.

7.4 Upon awarding of RFP to contractor, University requests the contract to begin immediately or at a mutually agreed upon date. University requests that payments begin no earlier than September 1, 2010, the beginning of the new fiscal year for the University. Contractor should state if that is acceptable or should state what their preference is for payment. University would like for work to begin immediately in either case.
SECTION 8

PROPOSER’S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposers shall submit a complete response to each of the items listed below. Proposals must include responses to each numbered item contained in this Section 8, Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R. (ref. Section 3.2, Paragraph D.)

Proposer Profile --

1. Legal name of Proposer Company:

Address of office that would be providing service under the Agreement:

Number of years in Business: ________
State of incorporation: ____________________
Number of Employees: ____________________
Annual Revenues Volume: ________

Name of Parent Corporation, if any:______

NOTE: If Proposer is a subsidiary, the University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.
2. State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3. Provide a Financial rating of the Proposer entity and any related documentation, such as a Dunn and Bradstreet analysis (if such a rating and documentation are available), that indicates the financial stability of Proposer.

4. Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer shall explain the expected impact, both in organizational and directional terms.

5. Provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with University (if any).

6. Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer shall specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

7. Provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.005, Texas Family Code, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support.

8. Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of Sam Houston State University? If yes, Proposer shall explain.

9. Provide any additional information to assist University in assessing Proposer’s demonstrated capability and financial resources to provide the goods or services described in this RFP.

10. Provide a statement of the Proposer’s service approach and shall describe any unique benefits to University from doing business with Proposer. Proposer shall briefly describe its approach for the required services identified in Section 5, the Scope of Services, in this RFP.

11. Provide an estimate of the earliest starting date for services following execution of an Agreement.
12. Submit Proposer’s work plan with key dates and milestones. The work plan should include:

- Identification of tasks to be performed,
- Time frames to perform the identified tasks,
- Project management methodology,
- Implementation strategy, and
- The expected time frame in which the services would be implemented.

13. Describe the types of reports and/or other written documents Proposer will provide and the frequency of reporting. Proposer shall include samples of reports and documents if appropriate.

14. Provide summary resumes for Proposer’s proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

15. Provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer. If Proposer has previously contracted with this University, Proposer may include such contract in its reference list but the University reference should be in addition to, and not one of, the three required references.

Technical Issues, Website Maintenance, and Reporting

16. Describe the Internet technology, hosting capacities, and Website capabilities that Proposer plans to offer in completion of the Services. Proposer shall also identify what type of backup functions or procedures are provided for the its proposed website services.

17. Describe in detail the technology support that will be provided to University in completion of the Services.

18. Provide information to assist the University in assessing Proposer’s knowledge of current and developing issues related to designing, producing, and maintaining an NCAA Division IA athletic website.
19. Describe the level of transactional security that Contractor provides in its website transactions and services.

20. Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster affecting Proposer’s offices and/or Proposer’s electronic systems and website services? If so, then Proposer shall provide either a copy or a description of the plan.

Miscellaneous --

21. Provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University, or its students, faculty, and staff.

22. Describe in detail any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer.

23. Describe any difficulties Proposer anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer shall describe the assistance it will require from University.
SECTION 9

HUB Subcontracting Plan (HSP) Overview

The university has determined that subcontracting opportunities are probable under this contract therefore a HSP is required. Proposals received without a completed HSP will be rejected.

SECTION 1: Complete with your company information. Make sure point of contact is someone that can answer questions and inquiries posed by the University.

SECTION 2:

IF YOU ARE NOT SUBCONTRACTING: (Please read the definition of a subcontractor Section 2, Sentence 2) and check “No, I will not be subcontracting…”, then continue to complete Section 9 and 10.

IF YOU ARE SUBCONTRACTING: (Please read the definition of a subcontractor Section 2, Sentence 2) then check the box stating “Yes, I will be subcontracting…”, then list your subcontracting opportunities where indicated on the bottom of Section 2. Make a copy of page 2 for each subcontracting opportunity listed under Section 2 on page 1.

SECTION 3: Enter the line number and description of the subcontracting opportunity listed in Section 2.

SECTION 4: Denote if applicable, may want to discuss advantages of Mentor/Protégé Program with HUB Coordinator.

SECTION 5: Denote if applicable.

SECTION 6: **** IF SUBCONTRACTING, YOU MUST DO THE FOLLOWING OR YOUR BID WILL BE REJECTED ****

a. Provide written notification of the subcontracting opportunity to at least THREE (3) or more certified HUBs.

b. Provide written notification to at least one Minority Trade Organization or Development Center per subcontracting opportunity.

c. You MUST allow at least 5 WORKING DAYS for the HUBs and Minority Organizations to respond and attach all supporting documentation demonstrating your solicitation efforts.

SECTION 7: Identify the 3 HUBs that were solicited and the requested information.

SECTION 8: Identify the subcontractor you will be using and the requested information. If the chosen subcontractor is not a certified HUB, provide written justification

SECTION 9: Explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

SECTION 10: Read the three bullets, sign, print your name, title and date.

If you have any questions concerning the completion of the HSP, please contact:

Bob Chapa (HUB Coordinator) 936/294-4670 or ric001@shsu.edu

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# Sam Houston State University
## Minority and Women Trade Organizations

<table>
<thead>
<tr>
<th>Organization</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>American Indian Chamber of Commerce of Texas</strong></td>
<td>Diana Woodward, <a href="mailto:dwoodward@aicct.com">dwoodward@aicct.com</a>, ph 817 429-2323, fax 817 451-3575</td>
</tr>
<tr>
<td><strong>Dallas/Fort Worth Minority Supplier Development Council</strong></td>
<td>Andrew Nash, <a href="mailto:business@dfwmsdc.com">business@dfwmsdc.com</a>, ph 214 630-0747, fax 214 637-2241</td>
</tr>
<tr>
<td><strong>Houston Minority Business Council</strong></td>
<td>Andrew Nash, <a href="mailto:business@dfwmsdc.com">business@dfwmsdc.com</a>, ph 214 630-0747, fax 214 637-2241</td>
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<tr>
<td><strong>Women’s Business Enterprise Alliance</strong></td>
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<td><strong>Women’s Business Council – Southwest</strong></td>
<td>Emilia Menthe, <a href="mailto:ementhe@wbsouthwest.org">ementhe@wbsouthwest.org</a>, ph 817 299-0566, n/a</td>
</tr>
<tr>
<td><strong>National Association of Minority Contractors, Greater Houston Chapter</strong></td>
<td>Pat Melendez, <a href="mailto:pmelendez@namctexas.com">pmelendez@namctexas.com</a>, ph 713 843-3791, fax 713 843-3777</td>
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<tr>
<td><strong>Texas Association of Historically Underutilized Businesses</strong></td>
<td>Roy Mata, <a href="mailto:rmata@tgsaustin.com">rmata@tgsaustin.com</a>, ph 512 220-4293, fax 915 585-7751</td>
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<tr>
<td><strong>Tri-County Black Chamber of Commerce</strong></td>
<td>Leondria Thompson, <a href="mailto:leondria@tricountyblackchamber.org">leondria@tricountyblackchamber.org</a>, ph 832 875-3977, fax 713 839-7329</td>
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<td><strong>Women Contractors Association</strong></td>
<td>Josena Arquieta, <a href="mailto:jarquieta@womencontractors.org">jarquieta@womencontractors.org</a>, ph 713 807-9977, fax 713 807-9917</td>
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<tr>
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