COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT AMENDMENT

Contract Number: UCP-TS-C01-13
Amendment #1

The above referenced contract is amended this 2nd day of March, 2015 by AudienceView Ticketing Corp, hereinafter called the “Contractor” and the Commonwealth of Virginia, Virginia Polytechnic Institute and State University, hereinafter called “Virginia Tech”.

The parties hereby agree to add the attached requirement for a customized email template to the above referenced contract.

All other terms and conditions remain in full force and effect.

The parties agree to execute this Contract Amendment by electronic means, via facsimile/scanned signatures.

By: ____________________________
AudienceView Ticketing Corp Authorized Signature

By: ____________________________
Virginia Tech Authorized Signature

IN WITNESS WHEREOF, the parties have caused this Contract Amendment to be duly executed intending to be bound thereby.

AudienceView Ticketing Corp:

Authorized Signature: ____________________________
MICHAEL J. BRUCE
Printed Name: ____________________________
Title: SENIOR VICE PRESIDENT

Virginia Tech:

Authorized Signature: ____________________________
Barbara J. Layman
Printed Name: ____________________________
Title: Assistant Director – IT Acquisitions

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VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
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## Summary

<table>
<thead>
<tr>
<th>Name</th>
<th>Requirement for a customized email template</th>
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</thead>
<tbody>
<tr>
<td>Customer</td>
<td>Virginia Tech</td>
</tr>
<tr>
<td>AV Version</td>
<td>0.3</td>
</tr>
<tr>
<td>AV Project Manager</td>
<td>David Luker</td>
</tr>
<tr>
<td>AV Business Analyst</td>
<td>Cory Legue</td>
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## Revision History

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<tr>
<th>Version</th>
<th>Revision Date</th>
<th>Author</th>
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<tr>
<td>1.2</td>
<td>15th August 2014</td>
<td>David Luker</td>
<td></td>
</tr>
</tbody>
</table>
Requirement

Client has requested a customized template to be used with correspondence emails.

Please see the image below for requirement:

- This would be changeable
- Would be two articles referencing different performances
- Each is a link to their corporate site
### Pricing and Delivery Summary

<table>
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<tr>
<td>Fixed Price Professional Services Fee</td>
<td>$2,880</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$2,880</td>
</tr>
</tbody>
</table>

### Implementation Costs Assumptions

- All costs are exclusive of applicable taxes.
- All costs are in $ USD
- The Professional Services fee in this CR is presented as a fixed cost.
- The Fixed AudienceView Professional Services fees will be invoiced 50% upon signing of the CR and 50% upon Acceptance.
- Acceptance will be deemed on the delivery of the CR deliverables.
- Changes to scope or changes to the project schedule may result in changes to the implementation cost. Scope and schedule changes will be handled via the Change Request process and will require both parties’ approval prior to AudienceView implementing the agreed upon change. AudienceView will not invoice in excess of the fees detailed above without prior written approval by both parties. The contracted daily rate will be used for any Change Requests associated with this CR.
Delivery Schedule Summary

The following outlines the high-level targeted milestones for the change request:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Targeted Date</th>
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<td>The Customer Signs Change Request</td>
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<tr>
<td>Start</td>
<td>TBD</td>
</tr>
<tr>
<td>Deploy</td>
<td>TBD</td>
</tr>
<tr>
<td>UAT</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Assumptions

- The above schedule is dependent on the Customer signing the change request by the date above or earlier. All dates will be confirmed with the Customer once a signed copy is received, and adjusted accordingly.
Change Request

Approvals

Accepted and Agreed To

AudienceView Ticketing Corporation

By: [Signature]
(Authorized Signature)

MICHAEL T. BRICE
(Print or Type Name)

SENIOR VICE PRESIDENT
(Title)

JAN 26, 2015
(Date)

Virginia Tech

By: [Signature]
(Authorized Signature)

Ruth Waalskes
(Print or Type Name)

Executive Director
(Title)

JUNE 30, 2015
(Date)

[Signature]
(Authorized Signature)

Barbara J. Layman
(Print or Type Name)

Asst. Director - ITA
(Title)

MARCH 2, 2015
(Date)
COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: UCP-TS-C01-13

This contract is entered into this 22nd day of March, 2013 by AudienceView Ticketing Corp, hereinafter called "Contractor", and the Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech".

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises, and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the Hosted Ticketing System for the Center for the Arts at Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From March 22, 2013 through April 24, 2018, with optional one-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENT: The Contract Documents shall consist of:
• This signed Contract UCP-TS-C01-13
• Attachment A – Request for Proposal (RFP) 002566 dated November 16, 2012
• Attachment B – RFP 002566 Addendum 1
• Attachment C – Proposal submitted by Contractor dated December 5, 2012
• Attachment D – Proposal Clarification Questions and Responses
• Attachment E – Summary of Negotiations
• Attachment F – CONFIDENTIAL – Software License, Support and Hosting Agreement

All of which contract documents are incorporated herein.

The parties agree to execute this Contract by electronic means, via facsimile/scanned signatures.

By: [Signature] Contractor Authorized Signature
By: [Signature] Virginia Tech Authorized Signature

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor:

By: [Signature] Richard Rivard
Name: Richard Rivard
Title: VP, Finance

Virginia Tech:

By: [Signature] W. Thomas Kaloupek
Name: W. Thomas Kaloupek
Title: Director of Materials Management

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### Table of Contents

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<tr>
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<tr>
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</tr>
<tr>
<td>Attachment B – RFP 0025666 Addendum 1</td>
<td>30</td>
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<tr>
<td>Attachment C – Proposal submitted by Contractor dated December 5, 2012</td>
<td>33</td>
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<tr>
<td>Attachment D – Proposal Clarification Questions and Responses</td>
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</tr>
<tr>
<td>Attachment E – Summary of Negotiations</td>
<td>121</td>
</tr>
<tr>
<td>Attachment F – CONFIDENTIAL – Software License, Support and Hosting Agreement</td>
<td>126</td>
</tr>
</tbody>
</table>
Request for Proposal # 0025666

for

Hosted Ticketing System for the Arts

November 16, 2012
1. **QUESTIONS:** All inquiries for information regarding this solicitation should be directed to the Contract Officer: Nancy Pressing, Phone: 540-231-9517, e-mail: nancy.pressing@vt.edu.

2. **DUE DATE:** Sealed Proposals will be received until December 10, 2012 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

3. **ADDRESS:** Proposals should be mailed or hand delivered to Virginia Polytechnic Institute and State University at the following address: Virginia Tech, IT Acquisitions (0214), Attention: Nancy Pressing, 1700 Pratt Drive, Blacksburg, Virginia 24060. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

4. **PRE-PROPOSAL CONFERENCE:** Not Applicable.

5. **TYPE OF BUSINESS:** (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise (DMBE), provide your certification number: ______________________________. For certification assistance, please visit: http://www.dmbe.state.va.us/swamcert.html.

   - **Large**
   - **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DMBE) certified women-owned and minority-owned business shall also be considered small business when they have received DMBE small business certification.
   - **Women-owned business** – A business concern that is at least 51% owned by one or more women who are U. S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.
   - **Minority-owned business** – A business concern that is at least 51% owned by one or more minority individuals (see Section 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

6. **COMPANY INFORMATION/SIGNATURE:** In compliance with this Request For Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

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<table>
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<tbody>
<tr>
<td>(If different than the Full Legal Name)</td>
<td>(If different than ID# above)</td>
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<table>
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<th>BILLING NAME</th>
<th>FEDERAL TAXPAYER NUMBER</th>
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<td>(Company name as it appears on your invoice)</td>
<td>(If different than ID# above)</td>
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</table>

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<th>PAYMENT ADDRESS</th>
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</thead>
</table>

<table>
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<tr>
<th>CONTACT NAME/TITLE (PRINT)</th>
<th>SIGNATURE (IN INK)</th>
<th>DATE</th>
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<table>
<thead>
<tr>
<th>E-MAIL ADDRESS</th>
<th>TELEPHONE NUMBER</th>
<th>TOLL FREE TELEPHONE NUMBER</th>
<th>FAX NUMBER TO RECEIVE E-PROCUREMENT ORDERS</th>
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</table>
I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for a hosted ticketing system for the Center for the Arts at Virginia Tech, a division of Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

II. CONTRACT PERIOD:

The term of this contract is estimated to be five years with the option for four additional one-year renewals, or as negotiated.

III. BACKGROUND:

A. University Overview

Founded in 1872 as a land-grant college, Virginia Tech (www.vt.edu) is the most comprehensive university in the Commonwealth of Virginia and is among the top research universities in the nation. Virginia Tech’s nine colleges are dedicated to quality, innovation, and results through teaching, research, and outreach activities. At its 2,600 acre main campus located in Blacksburg and other campus centers in Northern Virginia, Southwest Virginia, Hampton Roads, Richmond, Southside, and Roanoke, Virginia Tech enrolls more than 30,000 undergraduate and graduate students from 50 states and more than 100 countries in 180 academic degree programs.

B. Project Background

Through a comprehensive arts initiative, Virginia Tech has made a strong commitment to the arts on campus and in the surrounding communities. The cornerstone of the initiative is the $94 million Center for the Arts at Virginia Tech. Opening in late 2013, the Center for the Arts will include a 1,260-seat, state-of-the-art performance hall for music, theatre, and dance performance and two visual arts galleries for traditional, digital, and new media exhibitions. It also will house the Institute for Creativity, Arts, and Technology, an applied research environment wherein researchers from multiple disciplines, artists, and educators collaborate to develop new processes and tools to enhance teaching and learning in K-12 and higher education environments with an emphasis on math, science, social studies, and language arts.

An institution of the caliber that Virginia Tech has become is expected to provide a comprehensive education and expose students to a wide variety of experiences. The Center for the Arts is one of four arts presenters groups on campus; the others are the School of Performing Arts and Cinema, the School of Visual Arts, and Student Centers and Activities (SCA). These other arts presenters will retain their independent statuses and continue to present faculty, student, and some external performances and exhibits (as in the case the two academic units) and student-centric performances, such as rock bands and comedians (as in the case of SCA).

The Center for the Arts will develop exciting new models for education and learning. The Institute for Creativity, Arts, and Technology, which is uniquely partnered with the Center for the Arts, will research and develop innovative connections between the arts and technology to change the way we educate children and adults. The institute will bring together researchers and faculty members from diverse disciplines, educators, and students to develop new educational tools and processes aimed at improving student performance and increasing retention rates.

The Center for the Arts will bring economic and cultural benefits to the region. Arts and culture are important components of the commonwealth’s economic engine—elements that make our communities appealing to new businesses and residents. A vibrant, thriving cultural environment is an important factor in the location decisions of both companies and their employees. By bringing national and international artists to Blacksburg, the center’s programming will attract audiences from a wide market, bringing visitors to local restaurants, hotels, and businesses on a regular and sustained basis. The center will link research and scholarship with live performances and arts programming through joint ventures with regional arts, educational, and cultural institutions, creating lasting, creative partnerships between the university and the community.

The Center for the Arts will add a landmark building to the campus, a literal and figurative nexus, where generations will come to engage in creativity. The Center for the Arts facilities, designed by the internationally award-winning Norwegian architecture firm Snohetta, bring sophisticated aesthetics and superior acoustics, and
also provide an inviting and dynamic environment for all audiences – from students and faculty to residents of Blacksburg and Southwest Virginia – to experience the arts.

Currently, the Center for the Arts is co-presenting programs with other local and regional arts organizations. The Center for the Arts would like to have a ticketing system in place in time to start selling 2013-14 season tickets in late April 2013. We will begin operations in our new facility in the fall of 2013 with a limited schedule of about 20 programs. Subsequent years will feature a full schedule of programs, including approximately:

- 6 chamber performances by 6 companies
- 6 orchestra performances by 6 companies
- 6 music performances by 6 companies
- 12 family performances by 4 companies
- 8 theatre performances by 4 companies
- 8 opera/musical performances by 2 companies
- 6 dance/other performances by 4 companies
- 12 co-presented programs by 6 companies

The Center will also be providing ticketing for rental productions in our hall.

IV. EVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:

The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. We are, therefore, requesting that your firm register as a trading partner within the eVA system.

There are registration fees and transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at http://www.eva.virginia.gov/register/vendorreg.htm and register both with eVA and Ariba. This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract. If your firm conducts business from multiple geographic locations, please register these locations in your initial registration. For registration and technical assistance, email eVA at: eVACustomerCare@dgs.virginia.gov, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech’s affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization
by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. STATEMENT OF NEEDS:

A. Overview

The Center for the Arts is seeking a ticketing system for our performing arts operation. Implementation and training services for the ticketing system as described in Attachment D - Functional Requirements and Features, are required. Web hosting by the vendor is preferred. We currently have a database of approximately 2,000 patrons. The Center for the Arts ticketed spaces will include one 1,260-seat proscenium performance hall, a small black box theatre, two visual arts galleries, and a small amphitheater. We anticipate a small number of complimentary tickets will also need to be processed per event. Pricing for events will be multi-tiered and vary between performances from approximately $5 to $60.

B. Functional Requirements and Features

Detailed Functional Requirements and Features are itemized in Attachment D. Fill out the columns labeled Response Code and Respondent Comments. Comments are encouraged, but not necessary except when an “E” Priority Code is noted in the Priority column. Comments regarding items with “E” Priority Codes should address how the Contractor’s solution meets that requirement. If additional space is needed, that information must be provided in an attachment referring to the section of the form to which it applies.

Definition of “patron” is anyone purchasing a ticket as a customer. Definition of “user” is anyone who works for the Center for the Arts and would use the ticketing system to sell a ticket.

Response Codes:
E = Your proposal exceeds the stated requirement. Please provide a detailed explanation.
F = Your proposal fully complies with the stated requirement.
P = Your proposal partially complies with the stated requirement. Please provide a detailed explanation.
N = Your proposal does not comply with the stated requirement.

Priority Codes:
M = Mandatory
HD = Highly Desirable
D = Desirable Requirement
/C = Contractor must confirm agreement to this requirement (i.e.: M/C)
/E = Contractor must explain how their solution meets this requirement (i.e.: M/E)

See Functional Requirements and Features Spreadsheet (Attachment D)

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. General Requirements

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP to include identical content on one (1) printed signed original, four (4) printed copies, and one (1) electronic copy (on CD or USB flash drive only) of each proposal must be submitted to the Contract Officer:
   Virginia Tech, IT Acquisitions (0214)
   Attention: Nancy Pressing
   1700 Pratt Drive
   Blacksburg, VA  24060

   Contact Information:
   Phone 540-231-9517
   Email nancy.pressing@vt.edu
Reference the Opening Date and Hour, and RFP Number in the lower left hand corner of the return envelope or package.

No other distribution of the proposals shall be made by the Offeror.

2. Proposal Preparation

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Center for the Arts at Virginia Tech requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Center for the Arts at Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desired to be present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. Each copy of the proposal should be bound or otherwise attached in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

e. Ownership of all data, material, and documentation originated and prepared for the Center for the Arts at Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, to prevent disclosure the Offeror must invoke the protections of Section 2.2-4342FR of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as propriety or trade secrets is not acceptable and must result in rejection of the proposal.

3. Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Center for the Arts at Virginia Tech. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The Center for the Arts at Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of the Center for the Arts at Virginia Tech and may not be conducted. Therefore, proposals should be complete.

4. SSAE 16 Level II Audit Report

Offerors who submit a proposal in response to this RFP may be required to submit their most recent third-party SSAE 16 Level II audit report.

B. Specific Requirements

Proposals should be as thorough and detailed as possible so that the Center for the Arts at Virginia Tech may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:
1. Submit any questions in writing to the Contract Officer named in this RFP no later than five business days prior to the RFP closing date. Note that the office will be closed November 20-23, 2012. Misinterpretation of specifications by the contractor shall not relieve the contractor of responsibility to accurately address the requirements of this RFP or perform the contract, if awarded.

2. Contractors must all required information as detailed in the RFP, to include, but not limited to, the following with their proposal:
   - Descriptive literature for the software/services offered
   - Users guide – if available electronically, provide password, etc. for access for at least two people
   - System guide – if available electronically, provide password, etc. for access for at least two people
   - Passwords for the self-help section of your product’s website, if applicable
   - A copy of any contract or license that the Center for the Arts must sign. Confirm that the Center for the Arts has the right to negotiate clauses to bring them into compliance with Commonwealth of Virginia laws.

3. Capabilities: Responses are required on Attachment D, Functional Requirements and Features Form. The proposal must expressly indicate the level to which it satisfies each point of Attachment D. Simple “yes” or “no” answers to stated requirements are insufficient. Rather, the contractor must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the contractor must explain any exception or deviation from the requirements.

4. Price: Firms should submit their proposal for pricing on the Attachment E, Price Proposal Form. Firms must present both a printed copy and an electronic copy of their price proposal. In the case of a discrepancy between the printed copy and the electronic copy, the printed copy shall have precedence. Using Attachment E, Price Proposal Form will help ensure consistency in the financial evaluation. The price proposal form is to be completed in full for each proposal and shall be incorporated herein. Price evaluation will be performed based on initial year’s base price, plus three additional years of software support. Proposers’ price quotations may be used to provide additional information and prices for other services and products offered, but the price evaluation will be based on prices entered on the price proposal form for items I-VI. The base price should include all costs to the contractor including transportation and delivery charges, labor, supplies, incidentals, meals, lodging, travel, profit, overhead, etc.

5. Compliance: Please provide, as an attachment to your response a copy of your most recent:
   - PCI attestation of compliance report from a Qualified Security Assessor (QSA)
   - PA-DSS compliance report from a Payment Application Qualified Security Assessor (PA-QSA)
   - PCI attestation of scan compliance performed by an Approved Scanning Vendor (ASV)

6. Qualifications and Experience: Elaborate on the Offeror’s qualifications and experience in providing ticketing system services to arts presenters in higher education institutions.

7. References: Four (4) recent references of arts presenters, both within and independent of institutes of higher education, which are currently using your ticketing solution. References should be for organizations of similar size and complexity as the Center for the Arts. At least two (2) of the references should be for university performing arts centers. Include the date(s) the services were initiated; date(s) the services were completed; the institutions’ name and address; the website address associated with the project; and the name and phone number of the individual the Center for the Arts at Virginia Tech has your permission to contact. Cited references must be able to confirm, without reservation, the Contractor’s ability to perform as mandated in this solicitation. The Center for the Arts will rely on references as a part of its evaluation of the proposal. References are to be from different contracts; that is, only one reference per contract is allowed.

8. Small, Women-owned and Minority-owned Business (SWAM) Utilization: If your business cannot be classified as SWAM, describe your plan for utilizing SWAM subcontractors if awarded a contract. Describe your ability to provide reporting on SWAM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWAM, but has not been certified by the Virginia Department of Minority Business Enterprise (DMBE), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWAM certification, visit the DMBE website at www.dmbepages.virginia.gov.

9. Signed documents: Proposals must include the return of the General Information Form and addenda, if any, signed and filled out as required.

10. Financial Viability: The Center for the Arts reserves the right to require, during proposal evaluation, that the contractor provide a copy of its most current annual report or audited statement of financial condition to include a balance sheet, income statement, and cash flow statement, or other acceptable financial information. These documents may be relied upon in any determination regarding contractor financial responsibility.
VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria
Proposals will be evaluated by the Center for the Arts at Virginia Tech using the following:

<table>
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<th>Criteria</th>
<th>Maximum Point Value</th>
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<tr>
<td>1. Functional Requirements and Features Form</td>
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<td>2. Qualifications and Experience</td>
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</tr>
</tbody>
</table>

B. Award
Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Center for the Arts at Virginia Tech shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. A formal test and acceptance plan will be negotiated with the successful contractor. The Center for the Arts at Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous [Section 2.2-4359(D), Code of Virginia]. Should the Center for the Arts at Virginia Tech determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of this solicitation and the contractor’s proposal are negotiated. See Attachment B for sample contract form.

This award statement only allows one contract to be awarded.

X. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted to:
Virginia Polytechnic Institute and State University
Accounts Payable
201 Southgate Center
Blacksburg, VA  24061

XI. METHOD AND SCHEDULE OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech’s Purchasing website: http://www.purch.vt.edu/Department/WellsOne.html or contact the Contract Officer identified in the RFP.

The Center for the Arts will make payments for the ticketing system according to the following payment schedule:

- 20% of the grand total upon acceptance by the Center for the Arts of the implementation plan and project design, agreeing that the plan and direction is appropriate and the timing is acceptable.
- 30% upon completion of testing (i.e.: the initial project is built out, a mutually agreed upon level of testing is complete, and testing is successful).
• 50% upon Center for the Arts acceptance of the completed project, with the contractor turning over a completed project that meets the project design with successful testing of that design completed, and with the ticketing system in production and Center for the Arts staff using it as intended for at least one week without serious system errors.

XII. ADDENDUM:

Any addendum issued for this solicitation may be accessed at http://www2.ita.vt.edu/purchasing/index.html. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XIII. ASSIGNMENT:

No part of the work specified herein may be assigned or transferred to another contractor without the prior written authorization of the Contract Officer.

XIV. CONTRACT ADMINISTRATION

A. Heather Ducote, director of marketing and communications for the Center for the Arts at Virginia Tech, or her designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.

B. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Purchasing Department through a written amendment to the contract.

XV. COMMUNICATIONS:

Communications and questions regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the ITA-Computer Purchasing office rejects all proposals. Formal communications and questions shall be submitted in writing via email or mail to the Contract Officer identified in this solicitation (see page 2, General Information Form, and Section VII-A-General Requirements), and shall cite the RFP section and paragraph number. Questions should be received no later than five business days prior to the deadline for receipt of proposals. All inquiries will be answered in the form of an RFP addendum.

Informal communications, including but not limited to request for information, comments or speculations regarding this RFP to any University employee other than the Contract Officer may result in the offending Offeror’s proposal being rejected.

XVI. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions.

XVII. ATTACHMENTS:

Attachment A – Terms and Conditions
Attachment B – Standard Contract Form
Attachment C – Security Questionnaire
Attachment D – Functional Requirements and Features Form
Attachment E – Price Proposal Form
This RFP and any resulting contract incorporate the following:

**Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors**
See https://vascupp.org/hem.pdf

**RFP General Terms and Conditions**
See http://www.purch.vt.edu/html.docs/terms/GTC_RFP_011008.pdf

**Special Terms and Conditions**

1. **INTELLECTUAL PROPERTY:** The Contractor, Above Ground Development, retains exclusive ownership of all software they provide to Virginia Tech. Virginia Tech retains exclusive ownership of all data and equipment, and retains their contractual rights related to third-party software.

2. **CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, either party, without penalty, may terminate the resulting contract after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

3. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the proposal submitted by the Contractor, the written results of negotiations and proposal amendments, and the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.

4. **DELIVERY POINT:** Except when otherwise specified herein, all items shall be F.O.B. delivered to any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 2.2-4301 of the Virginia Public Procurement Act.

5. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Virginia Tech, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments, which shall bind Virginia Tech or to otherwise act on behalf of Virginia Tech, except as Virginia Tech may expressly authorize in writing.

6. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

7. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for 180 days. At the end of the 180 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled. The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

8. **PROPOSAL PRICES:** Proposal shall be in the form of a firm unit price for each item during the contract period, including optional renewals.
9. **RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Tech upon written agreement of both parties under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of Virginia Tech's intention to renew shall be given (approximately 90 days) prior to the expiration date of each contract period.

If Virginia Tech elects to exercise the option to renew the contract for an additional period, the contract price(s) for the additional years shall not exceed the contract prices of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, and shall always be as low or lower than the price provided to the Offeror’s most favored customers.

10. **SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

11. **PROJECT MANAGER:** The selected Contractor agrees to provide a named individual, ("Project Manager") to manage system implementation and subsequent maintenance. Virginia Tech must approve the appointment of the Project Manager prior to the execution of any Agreement with the selected Contractor resulting from the proposal. The project Manager will be the University’s primary contact, although the Project Manager will be assisted by other members of the selected Contractor’s staff in completing key activities.

12. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Virginia Tech the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

13. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech will be used in product literature or advertising without the prior written consent of Virginia Tech. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

14. **CERTIFICATION TESTING AND ACCEPTANCE:** The system specified in the contract shall be considered ready for production testing upon receipt of documentation from the Contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated by the contract. The system shall be deemed ready for production certification testing on the day following receipt of this documentation. Virginia Tech shall provide written confirmation of its acceptance following successful completion of the production certification test. System (software and/or hardware) payment will be authorized after the successful completion and certification test(s).
COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: xxxxx

This contract entered into this xxxxx day of xxxxx by xxxxx, hereinafter called “Contractor”, and the Commonwealth of Virginia, Virginia Polytechnic Institute and State University, hereinafter called “Virginia Tech”.

WITNESSETH that the Contractor and Virginia Tech, in consideration of the mutual covenants, promises, and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide to Virginia Tech xxxxx, as set forth in the Contract Documents.

PERIOD OF CONTRACT: From xxxxx through xxxxx plus xxxxx optional one-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the contract documents.

CONTRACT DOCUMENT: The Contract documents shall consist of:
- This signed Contract
- Attachment xxxxx
- Attachment xxxxx

All of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

The parties agree to execute this Contract by electronic means, via facsimile/scanned signatures.

By: ________________________________  By: __________________________________
   Contractor Authorized Signature         Virginia Tech Authorized Signature

Agreed and Accepted by Authorized Representatives of:

Contractor       Virginia Tech

_______________________________________  ______________________________________
Authorized Signature     Authorized Signature

_______________________________________  ______________________________________
Printed Name       Printed Name

_______________________________________  ______________________________________
Title       Title

_______________________________________  ______________________________________
Date       Date
Virginia Tech Security Questions for Technology-Based Procurements

If purchased, Virginia Tech reserves the right to conduct an IT security assessment on the product(s), system(s) and/or service(s) once delivered to validate the answers to the questions below.

If evaluation copies or instances are available for testing, they should be provided to the IT Security Office prior to purchase. Brad Tilley (rtilley@vt.edu) or Randy Marchany (randy.marchany@vt.edu) may be contacted in the IT Security Office.

In the space following each question, please provide a Yes, No or a “no answer” (N/A), and add any appropriate comments. If the answer is No or N/A, please provide comments indicating how this question/concern is addressed elsewhere or why it is not applicable.

1. Does your product(s), system(s) and or service(s) protect against the SANS Top 20 security vulnerabilities http://www.sans.org/top20?

2. Does your product(s), system(s) and or service(s) protect against the OWASP http://www.owasp.org/index.php/OWASP_Top_Ten_Project?

3. What specific encryption algorithms are employed for your product(s), system(s) and/or service(s)?

4. Is all sensitive data (i.e. Social Security Numbers, Credit Card Numbers, Health Information, etc.) encrypted in transit and at rest? If not, please explain? (NOTE: Please see the Sensitive Information page at http://www.security.vt.edu/sensitiveinfo.html for specifics).

5. Is login information such as user name and password encrypted during transmission from the client to the server? NOTE: Base-64 encoding is not acceptable.

6. Are operating systems (e.g. Windows or Linux), programming and scripting languages (e.g. Java or PHP), web servers (e.g. Apache or IIS), database servers (e.g. Oracle or MySQL), application servers, etc. always promptly patched and current with security updates? If not, please explain.

7. Is all access, including administrative accounts, controlled and logged (i.e. firewalls, file system permissions, ACLs, database table permissions, packet logs, etc.)? If not, please explain.

8. Does your product(s), system(s) and/or service(s) prevent the use of shared credentials or accounts including administrative accounts?

9. Describe how your product(s), system(s) and/or service(s) authenticates and authorizes users?
10. Does your product(s) and/or system(s) facilitate compliance with Federal and State laws, such as FERPA, HIPPA and PCI?

11. Does your company alert customers to vulnerabilities and security issues in a timely fashion? If so, please describe your process.

For hosted services, in addition to questions above

1. Are intrusion detection technologies and firewalls utilized on the hosted system(s)?

2. Describe how your facility is physically secured?

3. Does your network or facility undergo vulnerability scanning and penetration testing?

4. Do your employees hold Information Technology Security certifications and/or secure coding certifications? If so, please describe them.
**Priority Codes:**
M = Mandatory
HD = Highly Desirable
D = Desirable Requirement
/C = Contractor must confirm agreement to this requirement (i.e.: M/C)
/E = Contractor must explain how their solution meets this requirement (i.e.: M/E)

**Response Codes:**
E = Your proposal exceeds the stated requirement. Please provide a detailed explanation.
F = Your proposal fully complies with the stated requirement.
P = Your proposal partially complies with the stated requirement. Please provide a detailed explanation.
N = Your proposal does not comply with the stated requirement.

<table>
<thead>
<tr>
<th>Line Number</th>
<th>Requirements and Features</th>
<th>Priority Code</th>
<th>Response Code</th>
<th>Detailed Explanation is required below for:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td><strong>Use in performing arts centers:</strong> The Center for the Arts will be a very patron-focused center. We want to be able to allow things such as returns and last minute exchanges. Please describe your ticketing system in relation to its quality of service to patrons. What percentage of your clients are arts presenters? Does your system have a different philosophy when it comes to arts patrons, or are they treated the same as ticket buyer of other types of events (rock concerts, sports, etc.)?</td>
<td>M/E</td>
<td></td>
<td>1) Priority Code /E</td>
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<td></td>
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<td></td>
<td>2) Response Code E or P</td>
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<td>Confirm acceptance of Priority Code /C</td>
</tr>
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<td>1.2</td>
<td><strong>User Interface:</strong> Provide examples that include but are not limited to: does the individual user have the ability to make changes to fields? Can the view be altered to the preference of the user? Are there various ways to take a ticket order (i.e.: by starting with patron information or with performance?)</td>
<td>M/E</td>
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<tr>
<td>1.3</td>
<td><strong>Interface with outside systems (for possible future implementation):</strong> Can information be transferred from your system to another and vice versa, such as outside development software? The university uses Banner. Is this software your system can work with? We would like Virginia Tech students to be able to purchase tickets by swiping their Hokie ID cards, as they do at many local businesses. Does your system accommodate this type of transaction?</td>
<td>HD/E</td>
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<td>Section</td>
<td>Description</td>
<td>Initials</td>
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<td>1.4</td>
<td><strong>Patron types:</strong> Are patrons relegated to one type (i.e., donor, subscriber, VIP, etc.) or can each patron have various types that are easily seen by a user? What is the maximum number of types allowed per patron? Will the Center for the Arts be able to define the types, or are there only pre-determined types?</td>
<td>M/E</td>
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<td>1.5</td>
<td><strong>Email correspondence specific to a ticket purchase:</strong> To send confirmation or reminder emails, we would prefer avoiding running lists out of our ticket system and inputting that information into a separate email deployment system. We would greatly prefer that patron emails can be sent directly from the ticketing system. How are email confirmations of ticket purchases, reminders of purchases, and follow up surveys handled? Does an automatic response go out for phone orders as well as online orders? Can email be customized by the user? Can the emails be sent in HTML?</td>
<td>HD/E</td>
<td></td>
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<td>1.6</td>
<td><strong>Reporting:</strong> The database's reporting system must be easy to use. The names of reports should be intuitive and provide an easy way to search for a report suitable for a user's query. Provide examples of customized reports that are easy to request and prepare. Can reports be run on a scheduled time period and be emailed to the appropriate person? How is financial information reported, including earned revenue and ticketing fees? Can our financial goals be put into the system to be run as reports for comparison to earned revenue?</td>
<td>M/E</td>
<td></td>
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<td>1.7</td>
<td><strong>Subscription features:</strong> Our subscriptions will work on an a la carte system. Patrons will only need to purchase a self-designed package tickets to a certain number of different performances (approximately 5) per season to be considered a subscriber. The types of tickets need not be all in one genre of performance. These ticket packages will be purchased in one transaction, not at different times. The ticketing system should be able to automatically tell the user that the patron is now a subscriber and is eligible for discounts associated with this designation. Can your system do that? How does your system put packages together for this type of subscription?</td>
<td>HD/E</td>
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<td><strong>Promo codes:</strong> We must be able to assign promo codes for various groups (i.e.: for some performances, we may have a discount for a particular segment of faculty, such as music department). Also, we may offer tickets in conjunction with hotel, dinner offers, etc. Does your system allow for the user to create these packages? How does your system assign and track promo codes? Can these codes by used by patrons during online ticketing as well?</td>
<td>M/E</td>
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<td><strong>Print at home ticketing:</strong> We require the option of print at home ticketing, but we do not want all tickets to be able to be printed at home. For example, students, faculty, and staff should not be able to print their tickets at home. These groups must show their IDs at Will Call before they can pick up their discounted tickets. Show how this is possible with your system.</td>
<td>M/E</td>
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<td><strong>Choosing a seat when ordering online:</strong> Patrons must be able to choose their own seats right from the start, with the option of best seat available. In addition, patrons with special codes (students, artistic partners, etc.) need to be able to have specifically chosen seats available to them. Discuss how this is done with your system.</td>
<td>M/E</td>
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<td><strong>Ticket scanning:</strong> Real time data should appear in the system as the scanning happens. Do you have scanners available for purchase or do you work with an outside vendor for scanners? Provide information on recommended scanners.</td>
<td>HD/E</td>
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<td><strong>Dynamic Pricing:</strong> We are interested in being able to use dynamic pricing for certain performances. Does your software allow for this, or are prices set once the event is built? If dynamic pricing is available, what is the level of difficulty to change seat prices?</td>
<td>D/E</td>
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<td></td>
<td><strong>PCI compliance:</strong> Does your system meet current standards for credit card security and accuracy? Describe the process you follow to guarantee your system is compliant with Payment Data Security Standard (PCI DSS). Describe the process you follow to guarantee your system is compliant with Payment Application Data Security Standard. Describe your security certifications, audits, and compliance mandates.</td>
<td>M/E</td>
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<td>1.14</td>
<td><strong>Fee structures:</strong> We want to have total control of the fees we charge our patrons and in what circumstance we charge. Tell us about your system's fee structure as it relates to patrons buying a ticket. Explain what fees we will be charged on the back end for ticketing, whether it's for online orders only, all tickets sold through the system, etc.</td>
<td>M/E</td>
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<td>1.15</td>
<td><strong>Web based system available for approximately 5-10 Center for the Arts users:</strong> Designated members of our staff must be able to access the system without additional software installation on their workstations. Would all members of the staff also have access to technical support, or must these requests go through a system administrator?</td>
<td>HD/E</td>
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<td>1.16</td>
<td><strong>Customer relations management features:</strong> Does your system support any customized content delivered to patrons? Can a user enter into the customer's account when contact is made, whether it is through an incoming or outgoing phone call, or face to face contact? Can performance preferences be tracked? Can performances be suggested based on patron preferences? Can reports be run based on performance type preferences (i.e.: theatre, modern dance, etc.)? Can donation and volunteer information be tracked?</td>
<td>HD/E</td>
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<td>1.17</td>
<td><strong>Installation and conversion timeline:</strong> If this contract is awarded, for example, in July 2012, what is the soonest the software can be installed and able to handle ticketing for the 2013-14 season, which will begin with our annual music festival in summer 2013? Include a proposed timeline for the implementation from contract award through testing and acceptance, including payment schedule.</td>
<td>M/E</td>
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<td>1.18</td>
<td><strong>License:</strong> Indicate if the software solution offered is available as a perpetual or annual license.</td>
<td>M/E</td>
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<tr>
<td>1.19</td>
<td><strong>Escrow:</strong> State whether source code and system documentation are kept in escrow, in the event of company failure.</td>
<td>M/E</td>
<td></td>
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<td>1.20</td>
<td><strong>Warranties and service:</strong> Describe the terms and length of warranties. Provide a copy of the service agreement and any service level guarantees.</td>
<td>M/E</td>
<td></td>
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<tr>
<td>1.21</td>
<td><strong>Versions of software:</strong> Describe how long the current version of your ticketing software has been in full use by your clients. Discuss when the next upgrade will be made available and what improvements will be made available.</td>
<td>M/E</td>
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<td>1.22</td>
<td><strong>Ticket kiosks (for possible future implementation):</strong> Two or more ticketing kiosks are desired to be placed in locations around town and/or campus outside of the Center for the Arts building and possibly one inside the Center for the Arts building. Does your system offer ticketing kiosks? If so explain requirements for setting up the kiosks and how they function to sell and distribute tickets.</td>
<td>D/E</td>
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<td>1.23</td>
<td><strong>Paton credit card statement:</strong> Describe what patrons would see on their credit card billing statement after purchasing tickets through your system. Also, describe customer payment acknowledgement.</td>
<td>M/E</td>
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<td>1.24</td>
<td><strong>Declined payments:</strong> Describe the process if a credit card payment is declined. Explain how the patron is informed and describe any information received by the university from such transactions.</td>
<td>M/E</td>
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<td>1.25</td>
<td><strong>Transaction timing:</strong> Describe the timing of the university's receipt of the approved payment transaction and the deposit to the university's bank account for approved payment. How quickly do online transactions display for system users?</td>
<td>M/E</td>
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<td>1.26</td>
<td><strong>Credit card types, refunds, and storage:</strong> List the types of credit cards that may be accepted by your system. Describe your ability for the university to restrict this list to only certain cards. Describe how a refund would be issued to the credit card using your system. Indicate any fees or reduction in fees that would result from the refund. Describe how, if at all, credit card information is stored locally by your system.</td>
<td>M/E</td>
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</table>

### 2 - CONTENT MANAGEMENT SYSTEM

| 2.1 | **Use and price of CMS:** The content management system, if available, should have the ability to serve as the content management tool for the entire Center for the Arts website, not just the ticket purchasing pages. Please explain how your CMS would work and provide pricing for the CMS option separately in the pricing page. | D/E |
| 2.2 | **Lightweight Directory Access Protocol:** The CMS tool should use an external central LDAP for account management. | D/E |
| 2.3 | **Work flow:** Work flow should be used to move the content from one process step to the next. | D/E |
| 2.4 | **User friendly:** The selected CMS should provide an authoring environment that does not require users to use code, or have technical knowledge when updating pages. | D/E |
| 2.5 | **Easy uploading:** The CMS should allow for the upload of miscellaneous content (i.e.: .pdf, .ppt, .zip, .jpg, audio and video files, etc.) for easy dissemination/posting. | D/E |
| 2.6 | **Browser compatible:** The CMS must be browser based in its use and access. The pages created with the CMS must be viewable in all major Web browsers (i.e.: Explorer, Firefox, etc.) | D/E |
| 2.7 | **Accessibility:** The Web pages created in the CMS should conform to accessibility standards. Explain if the CMS tool is compatible with Web Accessibility Initiative (WAI). | D/E |
| 2.8 | **Review and approval process:** It is desirable for the CMS to allow for highlighting and tracking changes to pages as they pass through the review and approval process. | D/E |
| 2.9 | **Content management:** The CMS should allow users to edit, delete, and include a date of expiry for content. | D/E |
| 2.10 | **Roles:** The CMS should allow for multiple user roles (i.e.: author, reviewer, administrator, etc.). | D/E |
| 2.11 | **Venue and event management:** Describe how your system handles all aspects of room and space-related bookings for ticketed and non-ticketed spaces within the Center for the Arts. | HD/E |
| 2.12 | **Marketing:** Describe how your CMS would be able to assist with marketing events, including but not limited to database marketing, email blasts, direct mail, Point of Purchase, internet, and social media. Elaborate on integrated database marketing product proposal and the details and benefits of your solution. | HD/E |
| 2.13 | **URL:** The system should be able to provide a Virginia Tech URL as its source, such as artscenter.vt.edu. Confirm that this is possible with your system. | M/C |
| 3 - **WEBSITE DESIGN** |
| 3.1 | **Design and coding process:** The ticketing agency will be responsible for providing design and coding services to implement the new ticket purchasing web pages. Describe how this process typically works and what the Center for the Arts' responsibilities will be. | M/E |
| 3.2 | **Center for the Arts Brand:** Design guidelines are being developed for Center for the Arts marketing and communications. By the time the ticketing system contract is awarded, the branding should be completed. The branding guidelines will specify visual identity standards (fonts, color palates, word marks, etc.) that will apply to the Center for the Arts website. The ticket purchasing web pages, as all Center for the Arts web pages, will need to support this brand. Will the pages designed by the ticketing system agency adhere to these guidelines? | M/E |
| 3.3 | **Design beyond ticketing pages:** Can you provide design services for the entire Center for the Arts website, not just the ticketing pages? The option of designing the entire website must be priced separately in the proposal. | HD/E |
| 3.4 | **Accessibility:** The Web pages created by the ticketing agency should have content that is accessible to people with disabilities. Explain what features can be included to make sure content is accessible. | D/E |
| 4 - **IMPLEMENTATION** |
| 4.1 | **Program manager:** The contractor must provide a program manager for the duration of the implementation. Provide the name and resume of the manager likely to be assigned to the Center for the Arts implementation. | M/E |
| 5 - **TESTING AND ACCEPTANCE** |
| 5.1 | **Process:** Contractor must provide an explanation of the testing and acceptance process that will be followed. Testing should include all aspects of the system. Discuss the testing and acceptance methodology that will be used. Provide criteria that will be used to determine the success of the implementation. | M/E |
5.2 **Corrections:** The Contractor's process should include the responsibility of making corrections and continuing to test until the system performs according to the specifications in this Scope of Work.

### 6 - ONSITE TRAINING

| 6.1 | **Initial training:** The contractor must offer to a maximum of 5 people the initial training. Describe the scope and length of the training. | M/E |
| 6.2 | **Initial administrative training:** The contractor must offer to a minimum of 2 people initial administrative training. Describe the scope and length of the training. | M/E |
| 6.3 | **Future user training:** It is desired that the contractor provide training via remote access to allow new Center for the Arts users to be trained on campus. Explain the types and frequencies of training offered, both remotely and at the Contractor's sites. | D/E |
| 6.4 | **Ongoing training:** The Center for the Arts will provide ongoing training to its student and regular employees. Confirm you will grant a license to make additional copies of the contractor's documentation in either digital or paper form for future campus employee training as needed and at no additional charge. | M/E |
| 6.5 | **Documentation:** A sample of both system administrator and user documentation must be included with this response. Upon request, all copies will be returned at the completion of the evaluation if the proposal is not selected. | M/E |

### 7 - SUBCONTRACTING

| 7.1 | **Subcontracting or outsourcing plans:** If the contractor plans to subcontract or outsource any portion of the work, explain in detail what the subcontractor will perform. | M/E |
| 7.2 | **References for subcontractors:** If subcontracting any portion of this contract, proposal must include subcontractor references. | M/E |

### 8 - SOFTWARE SUPPORT
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<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Status</th>
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<tbody>
<tr>
<td>8.1</td>
<td><strong>Support structure:</strong> Contractor will define the tiered support structure for the ticketing system. This support structure should allow for multiple layers of support ranging from escalation of critical failures requiring immediate support to simple requests for improvements. A critical failure is defined as an inaccessible system or sub-system, either administrative or end-user. An urgent need is defined as a problem urgent enough to require quick attention.</td>
<td>M/E</td>
</tr>
<tr>
<td>8.2</td>
<td><strong>Methods of contact and response times:</strong> Support should include email contact plus a toll-free support phone number with guaranteed response times of: within 4 hours, 7 days a week for critical failures or emergencies; 1 business day for urgent needs; and 5 business days for bugs. If a critical failure or emergency requires a physical shipment, the shipment should be made overnight delivery at the expense of the contractor. For urgent needs and bugs, any shipment will be a 2-day at contractor's expense.</td>
<td>D/E</td>
</tr>
<tr>
<td>8.3</td>
<td><strong>Escalating problems:</strong> There must be a clear and fast path for Center for the Arts to escalate problems, including up-to-date contact information to the Contractor's proposed support system.</td>
<td>M/E</td>
</tr>
<tr>
<td>8.4</td>
<td><strong>Online support:</strong> It is desirable that the contractor has an online support site so that users may have access to the latest product versions and updates, an extensive knowledge base, FAQs, in-depth technical documentation, diagnostic and developmental tools, forums, etc.</td>
<td>D/E</td>
</tr>
<tr>
<td>8.5</td>
<td><strong>Updates and upgrades:</strong> Software updates and upgrades should be included in the renewal price for maintenance.</td>
<td>D/E</td>
</tr>
<tr>
<td>8.6</td>
<td><strong>Contacts:</strong> There should be named support contacts that become familiar with the Center for the Arts installation.</td>
<td>D/E</td>
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<tr>
<td>8.7</td>
<td><strong>Community of users:</strong> There should be a website that fosters communication between the community of ticketing system users.</td>
<td>D/E</td>
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<tr>
<td>8.8</td>
<td><strong>Community meetings:</strong> There should be periodic meetings of the community of ticketing system users.</td>
<td>D/E</td>
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<tr>
<td>8.9</td>
<td><strong>Applications access:</strong> There should be access to applications developed by the community of ticketing system users.</td>
<td>D/E</td>
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</table>
9 – PCI COMPLIANCE

<p>| 9.1 Confirm compliance: | Vendor represents and warrants that for the life of the contract and/or while Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (<a href="http://www.pcisecuritystandards.org">www.pcisecuritystandards.org</a>). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the Vendor in the event Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data. | M/C |</p>
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<th>Line #</th>
<th>Sub-Line</th>
<th>Description</th>
<th>Price or Percentage</th>
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<tr>
<td>1</td>
<td></td>
<td><strong>Proposed full solution price for goods and services</strong> – This description and price shall include all goods and services for everything needed to fulfill the Functional Requirements and Features as detailed in this RFP, to include at a minimum all planning, implementation, testing, training, production, software, maintenance, and service for initial set-up and first year of production, inclusive of onsite and off-site services and travel. Provide discrete menu options with clearly articulated tasks and associated costs.</td>
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<td></td>
<td>1.1</td>
<td>Set-up and year one non-recurring expenses - Enter in this block exactly what one-time goods and services are included for Line # 1 that are one-time expenses for initial set-up and the first year of production. Enter the price for each good/service in the column to the right.</td>
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<tr>
<td></td>
<td>1.2</td>
<td>Set-up and year one recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 1 for initial set-up and the first year of production. Enter the price for each good/service in the column to the right.</td>
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<td></td>
<td>1.3</td>
<td>Subsequent years recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 1. Enter the price for each good/service in the column to the right – note - the price may be entered as a fixed amount or a percentage increase or decrease of the prior year price, with zero indicating no price increase.</td>
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<td>2</td>
<td></td>
<td><strong>Content Management System (CMS)</strong> – If not included in Line # 1, this description and price shall include all goods and services for the proposed CMS essential to fulfill Functional Requirements and Features as detailed in this RFP, to include at a minimum all planning, implementation, testing, training, production, software, maintenance, and service, inclusive of onsite services, travel, offsite services and travel.</td>
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<td>Set-up and year one non-recurring expenses - Enter in this block exactly what one-time goods and services are included for Line # 2 that are one-time expenses for initial set-up and the first year of production. Enter the price for each good/service in the column to the right.</td>
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<td>Set-up and year one recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 2 for initial set-up and the first year of production. Enter the price for each good/service in the column to the right.</td>
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<td>Subsequent years recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 2. Enter the price for each good/service in the column to the right – note - the price may be entered as a fixed amount or a percentage increase or decrease of the prior year price, with zero indicating no price increase.</td>
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<td>3</td>
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<td><strong>Additional and optional consulting services hourly rate</strong> – This price is expected to include the hourly rate for consulting services for additional work agreed upon by the Center for the Arts as outside the scope of the base software installation. One hundred (100) hours at the stated hourly rate will be used in the evaluation of the financial proposal, but the</td>
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<td><strong>Center for the Arts will not guarantee the inclusion of any consulting services in the actual contract or potential resulting orders.</strong></td>
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<td>3.1</td>
<td>Enter in this block the skill-level category or categories to match the hourly rate for Item # 3 and enter the hourly rate in the column to the right.</td>
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</table>
| 4 | **Optional web design services** –  
This price is expected to include the hourly rate for web design services if agreed upon by the Center for the Arts as outside the scope of the base software installation.  
| 4.1 | Enter in this block the skill-level category or categories to match the hourly rate for Item # 4 and enter the hourly rate in the column to the right. |
| 5 | **Optional web hosting services** –  
This price is expected to include all goods and services for everything needed to fulfill a full web hosting service services if agreed upon by the Center for the Arts as outside the scope of the base software installation., to include at a minimum all planning, implementation, testing, production, software, maintenance, and service for initial set-up and first year of production, inclusive of onsite and off-site services and travel.  
| 5.1 | Set-up and year one non-recurring expenses - Enter in this block exactly what one-time goods and services are included for Line # 5 that are one-time expenses for initial set-up and the first year of production. Enter the price for each good/service in the column to the right. |
| 5.2 | Set-up and year one recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 5 for initial set-up and the first year of production. Enter the price for each good/service in the column to the right. |
| 5.3 | Subsequent years recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 5. Enter the price for each good/service in the column to the right – note - the price may be entered as a fixed amount or a percentage increase or decrease of the prior year price, with zero indicating no price increase. |
| 6 | **Other options** –  
This price is expected to include the total price of any optional related functionality that is not essential to fulfill Functional Requirements and Features as detailed in this RFP, to include at a minimum all planning, implementation, testing, training, production, software, maintenance, and service for initial set-up and first year of production usage, inclusive of onsite services, travel, offsite services.  
| 6.1 | Set-up and year one non-recurring expenses - Enter in this block exactly what one-time goods and services are included for Line # 6 that are one-time expenses for initial set-up and the first year of production. Enter the price for each good/service in the column to the right. |
| 6.2 | Set-up and year one recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 6 for initial set-up and the first year of production. Enter the price for each good/service in the column to the right. |
| 6.3 | Subsequent years recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 6. Enter the price for each good/service in the column to the right – note - the price may be entered as a fixed amount or a percentage increase or decrease of the prior year price, with zero indicating no price increase. |
Contract UCP-TS-C01-13
Attachment B
RFP 0025666 Addendum 1
Questions and Answers (Q & A) follow:

Q1- Can a signed NDA be issued before submission of the RFP response in order to provide electronic access to these requirements?

A1- Please provide all you can with your proposal without an NDA. Then if we wish to explore the proposal further, we will consider signing an NDA at the point when the information is needed.

Q2- Can Virginia Tech provide an estimated annual ticket sale volume (# of tickets)?

A2- Broad estimates:
  - Center academic year programs – 50,000
  - Center summer festival(s) & events – 20,000
  - Departmental/rental programs – 15,000

Q3- Will the university be considering use of another funds/development management system? Are descriptions and/or pricing required for development functionality?

A3- VT will not be considering use of another funds/development management system. Descriptions and pricing for development functionality are not required for the RFP.

Q4- Does the university require a data conversion for these 2000 patron accounts? If so, in addition to accounts, does the data conversion have additional requirements, such as historical, development, memberships, miscellaneous items, etc., data components?

A4- Yes. There is a very limited amount of historical data attached to the 2,000 patrons’ information. We currently have tracked which of those people attended our summer music festival. We also know which of the 2,000 are also on our development office’s list and which are faculty or staff of the university. This information would need to be converted.

Q5 - Can we use our own testing tools or are we expected to use the tools currently utilized by the university?

A5 – We may request documentation on and clarification of your testing tools, and if Virginia Tech accepts those tools you may use them.

Q 6 - Is VT open to a mix of onshore/offshore resources?

A6 – All data must be stored within the continental United States.

All other terms, conditions and descriptions remain the same.
The due date and hour are revised to be December 14, 2012, 3:00 pm Eastern.
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AudienceView Response to Request for Proposal # 0025666

Prepared for: Virginia Tech
Date: December 5, 2012

Prepared by:
Maureen Andersen
Vice President, Arts & Entertainment
AudienceView Ticketing Corporation
425 Adelaide Street West, 10th Floor
Toronto, Ontario M5V 3C1
maureen.andersen@audienceview.com
T 720.425.6472 | F 416.687.2020
CONFIDENTIALITY

The sections and information listed or referenced below in response to tender furnished by AudienceView in conjunction with this tender process, regardless of the medium, are provided on the condition that they are used solely for the purposes of evaluating AudienceView’s tender response and assessing AudienceView as a prospective vendor pursuant to the tender, and subject to adherence with disclosure requirements in law (such as the Freedom of Information Act and Public Records Law, “Virginia Public Records Law”), are otherwise to be kept confidential.

AudienceView specifically asserts that the content of the following sections of this Request for Proposal response are “trade secrets” of AudienceView and are to be protected from disclosure to the extent permitted by applicable law along with any other information which is exempt from disclosure in accordance with Virginia Public Records Law:

- Sample Agreement (Appendix A)
- Pricing

By opening and/or reading any of the information furnished by AudienceView, to the extent permitted by applicable law (such as Virginia Public Records Law) the recipient hereby consents to the confidentiality and non-disclosure obligations described herein. If the recipient receives any request for information under Virginia Public Records Law in relation to the above, the recipient shall, to the extent permitted by law, promptly notify AudienceView with details of the information requested, and to the extent permitted by law, prior to making any disclosure the recipient shall consult with AudienceView regarding whether the information requested is exempted from disclosure as confidential information of AudienceView.
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<td>APPENDIX A – STANDARD AGREEMENT</td>
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</tbody>
</table>
1. QUESTIONS: All inquiries for information regarding this solicitation should be directed to the Contract Officer: Nancy Pressing, Phone: 540-231-9917, e-mail: nancy.pressing@vleu.edu.

2. DUE DATE: Sealed Proposals will be received until December 10, 2012 at 3:00 PM. Failure to submit proposals to the correct location by the designated time and hour will result in disqualification.

3. ADDRESS: Proposals should be mailed or hand delivered to Virginia Polytechnic Institute and State University at the following address:
Virginia Tech, FY Acquisitions (0140), Attention: Nancy Pressing, 1700 Pratt Drive, Blacksburg, Virginia 24061. Reference the Opening Date and Hour, and RFP Number in the lower left corner of the return envelope or package.

4. PRE-PROPOSAL CONFERENCE: Not Applicable.

5. TYPE OF BUSINESS: (Please check all applicable classifications). If your classification is certified by the Virginia Department of Minority Business Enterprise (DBE), provide your certification number. For certification assistance, please visit: http://www.dosbe.state.va.us/owuspower.html

- Large
- Small business – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Department of Minority Business Enterprise (DBE) certified women-owned and minority-owned businesses shall also be considered small businesses when they have received a DBE small business certification.
- Women-owned business – A business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration laws, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.
- Minority-owned business – A business concern that is at least 51% owned by one or more minority individuals (see Sections 2.2-1401, Code of Virginia) or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals, and both the management and daily business operations are controlled by one or more minority individuals.

6. COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and in all the conditions imposed therein and hereby incorporated by reference, the undersigned officers and agents agree to furnish the goods and services in accordance with the attached signed proposal and as mutually agreed upon by subsequent negotiation.

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<td>Toronto, Ontario Canada, M5V 3C9</td>
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<tr>
<td>Richard Rivard, VP Finance</td>
<td>R. J. Rivard</td>
<td>December 7, 2012</td>
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<td><a href="mailto:richard.rivard@audienceview.com">richard.rivard@audienceview.com</a></td>
<td>416-687-2061</td>
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EXECUTIVE SUMMARY

AudienceView Ticketing is pleased to submit our RFP response for The Center for the Arts at Virginia Tech. We have put a great deal of consideration into this document and into understanding your objectives, particularly those that can meet the present and future goals of your institution. Our application is perfectly suited for university and not-for-profit performing arts as exhibited by the large number of clients we have in this space. We understand the role technology plays in delivering personalized and relevant experiences that lead to strong and valuable customer relationships. The quality of our products and services, as well as our industry experience, have made it possible for us to provide a complete set of answers in each section of the tender.

In this document, we present Virginia Tech with a fully integrated, web-based ticketing, donor/fund management, CRM (Customer Relationship Management), venue management, and CMS (Content Management System) platform that will empower your complete organization to grow your individual brands and implement streamlined operations across your venues, programs, and departments. From web ticketing to online communities and comprehensive customer information, The Center for the Arts will establish and develop relationships directly with patrons that span markets, venues, demographics and cities. Moreover, all of your students, customers, and patrons will be able to broadly engage with the entire “experience” at the Center and Virginia Tech from every touch point.

Clients across North and South America, the United Kingdom, and Asia use AudienceView in more than over 150 for-profit and not-for profit clients representing more than 500 venues. AudienceView’s core value proposition is twofold – to deliver a compelling return on investment by allowing organizations to claim all of the service charges associated with external ticketing services; and to enable them to keep control of the valuable information pertaining to their patrons by using fully integrated and modern technologies. In the short term, expenses are reduced; in the longer term, organizations use the system to develop a complete picture of their patrons, significantly enhancing the patron experience.

In a marketplace previously dominated by legacy workflows, AudienceView empowers our customers with the capability to establish relationships using new and evolving channels. Consumers, donors, and patrons are creating online communities and social networks based upon common interests and activities. Our platform allows you to tap into these virtual relationships and better understand YOUR customer, donor and patron preferences. The solution is a complete solution – you get all of the components “out of the box” with no costly “add-ons” later. The system is fully scalable allowing the Virginia Tech to expand your strategic goals when you are ready. We believe we have an extremely robust, nimble and strong product to handle the present needs of The Center of the Arts at Virginia Tech, and we have the commitment, skill and knowledge to work and grow with your organization to meet and exceed your long term growth and objectives.

AudienceView Ticketing is the fastest growing ticketing system in North America as well as becoming one of the leading choices among performing arts and multi-use collegiate and entertainment organizations. We offer the most complete, integrated, functional system on the market today and at the best price. The bottom line is that AudienceView is a robust system that can grow with your organization to meet your challenges of the business today but our technology is ever changing and expanding to enhance your business of tomorrow. We look forward to presenting our solution and winning your business in an honest and honorable manner.

Cordially,

Maureen Andersen
Vice President, Arts & Entertainment
AudienceView Ticketing
VII. PROPOSAL PREPARATION AND SUBMISSION

B. SPECIFIC REQUIREMENTS

Proposals should be as thorough and detailed as possible so that the Center for the Arts at Virginia Tech may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. Submit any questions in writing to the Contract Officer named in this RFP no later than five business days prior to the RFP closing date. Note that the office will be closed November 20-23, 2012. Misinterpretation of specifications by the contractor shall not relieve the contractor of responsibility to accurately address the requirements of this RFP or perform the contract, if awarded.

2. Contractors must all required information as detailed in the RFP, to include, but not limited to, the following with their proposal:
   • Descriptive literature for the software/services offered
   • Users guide – if available electronically, provide password, etc. for access for at least two people
   • System guide – if available electronically, provide password, etc. for access for at least two people
   • Passwords for the self-help section of your product’s website, if applicable
   • A copy of any contract or license that the Center for the Arts must sign. Confirm that the Center for the Arts has the right to negotiate clauses to bring them into compliance with Commonwealth of Virginia laws.

AudienceView Ticketing is happy to provide electronic access to our product user guides, system guides and our self help “sandbox” environment. However based on the proprietary nature of the product we will need to have an executed Non-Disclosure (NDA) in place prior to the issuing of access credentials. We have asked for this and disclosed this information via the proper outlined channel of communication with the Contract Officer prior to this response and also discosed as a temporary exception as well.

3. Capabilities: Responses are required on Attachment D, Functional Requirements and Features Form. The proposal must expressly indicate the level to which it satisfies each point of Attachment D. Simple “yes” or “no” answers to stated requirements are insufficient. Rather, the contractor must describe in detail how the proposed products and/or services meet or exceed the stated requirements. Additionally, the contractor must explain any exception or deviation from the requirements.

   Please see Attachment D on pg 25.

4. Price: Firms should submit their proposal for pricing on the Attachment E, Price Proposal Form. Firms must present both a printed copy and an electronic copy of their price proposal. In the case of a discrepancy between the printed copy and the electronic copy, the printed copy shall have precedence. Using Attachment E, Price Proposal Form will help ensure consistency in the financial evaluation. The price proposal form is to be completed in full for each proposal and shall be incorporated herein. Price evaluation will be performed based on initial year’s base price, plus three additional years of software support. Proposers’ price quotations may be used to provide additional information and prices for other services and products offered, but the price evaluation will be based on prices entered on the price proposal form for items I-VI. The base price should include all costs to the contractor including transportation and delivery charges, labor, supplies, incidentals, meals, lodging, travel, profit, overhead, etc.

   Please see Attachment E on pg 57.

5. Compliance: Please provide, as an attachment to your response a copy of your most recent:
   • PCI attestation of compliance report from a Qualified Security Assessor (QSA)
   • PA-DSS compliance report from a Payment Application Qualified Security Assessor (PA-QSA)
   • PCI attestation of scan compliance performed by an Approved Scanning Vendor (ASV)

AudienceView is PCI compliant and certified. Being PCI compliant requires us to adhere to strict standards set by the credit card industry. This means that AudienceView protects cardholder data by building and maintaining a secure network, encrypting data over the Internet, using highly sophisticated anti-virus software, implementing access control,
(5. Continued) regular monitoring of networks, and enforcing policies that address information security. Our PA-DSS and PCI-DSS audit certifies that our software can be deployed in a secure way whether in a vendor hosted or customer hosted environment.

AudienceView is listed as a compliant provider on the following websites:

- PCI: https://www.pcisecuritystandards.org/approved_companies_providers/
- Visa: http://www.visa.com/splisting/

AudienceView is certified to the most recent PA-DSS version 2.0. Our PA-DSS and PCI-DSS audit certifies that our software meets strict security and financial standards.

Please see Attachment F on pg 66 for our current PCI Certificate.

6. Qualifications and Experience: Elaborate on the Offeror’s qualifications and experience in providing ticketing system services to arts presenters in higher education institutions.

AudienceView has proven a deep experience with higher education arts presenters as exhibited by our robust client list in this market. Our experience is further deepened by our stature and experience with the not-for-profit arts environment in North America. Some of our premiere university arts clients include The University of Minnesota; Cal-Poly and the San Luis Obispo Performing Arts Center; ArtsEmerson; Harvard University; Clarice Smith Performing Arts Center of the University of Maryland; Duke University; The Amherst Fine Arts Center at the University of Massachusetts; Dartmouth College; the Hancher Auditorium at the University of Iowa; the Lied Center for the Performing Arts of the University of Kansas and ArtsPower at the University of California – San Diego to name but a sampling of our market penetration, experience and expertise.

AudienceView was founded in July of 2002 by Kevin Kimsa. Mr. Kimsa had spent 15 years servicing Telecommunication and Cable organizations globally, prior to starting AudienceView. In 1993 he founded and subsequently operated Solect Technology Group, an IP Customer Care and Billing software company that sold its billing system internationally to well-known operators such as BT, SBC, Bell Canada, and Deutsche Telecom. Solect enjoyed tremendous success with over 75 customers and 600 employees. It was ultimately sold in April 2000 to Amdocs Ltd. (a voice billing company) for $1.2B USD. Mr. Kimsa then recruited a group of former Solect engineers to begin the development of the AudienceView ticketing system. This group had the benefit of designing and architecting the Solect billing system and as such, the focus has been on ensuring a carrier grade, mission critical platform, while ensuring a broad, rich functional base for the ticketing business requirements. AudienceView is headquartered in Toronto, Canada, with offices in London, England, and Minneapolis and has in excess of 40,000,000 tickets under management per annum with 120 employees. Clients across North and South America, the United Kingdom, and Asia use AudienceView in more than 145 performing arts, not-for-profit, theatre, entertainment, university, sports, and non-traditional ticketing venues.

AudienceView won its first customer in 2003, and has been in use at nonprofit and commercial organizations for ten (10) years.

AudienceView is the only fully integrated, Web-based software solution that combines ticketing, CRM, funds management, venue management, CMS, targeted marketing and reporting tools that can be completely customized to suit the needs of The Center for the Arts at Virginia Tech. Furthermore we are fully scalable, enabling our application to easily integrate with clients of all sizes. AudienceView also benefits from a diverse client list across multiple verticals, on four continents. Our clients include not-for-profit theatres, commercial arts venues, universities, professional sports clubs, stadiums, and regional ticket providers. This speaks to our ability to respond to the needs of various organizations, allowing us to fine tune our product to meet the ever-changing ticketing environment.

7. References: Four (4) recent references of arts presenters, both within and independent of institutes of higher education, which are currently using your ticketing solution. References should be for organizations of similar size and complexity as the Center for the Arts. At least two (2) of the references should be for university performing arts centers. Include the date(s) the services were initiated; date(s) the services were completed; the institutions’ name and address; the website address associated with the project; and the name and phone number of the individual the Center for the Arts at Virginia Tech has your permission to contact. Cited references must be able to confirm, without reservation, the Contractor’s ability to perform as mandated in this solicitation. The Center for the Arts will rely on references as a part of its evaluation of the proposal. References are to be from different contracts; that is, only one reference per contract is allowed.
Organization Name
Duke University (Arts)

Reference Information
Marcy Edenfield
Manager, University Box Office
(919) 660-1726
marcy.edenfield@duke.edu

Organization Website
https://tickets.duke.edu/Online/default.asp

Organization Street Address
Duke University • Durham, NC 27708

Year Signed
2011

Company Overview
The University Box Office is part of the Office of Event Management within Duke’s Campus Services division. The Duke University Box Office provides ticketing services for all art and cultural events on the campus including student programs, academic departments such as Theater Studies and Music, Duke Performances, and the American Dance Festival. In addition, the Box Office supplies ticketing services to the Nasher Museum of Art. The Box Office will began providing support to the Full Frame Documentary Film Festival during the 2011/2012 season. Duke University utilizes AudienceView to sell subscription series, single tickets, and events or lectures where free tickets are distributed to ensure compliance with venue capacity restrictions.

The University Box Office serves the Reynolds Industries Theater (600 seats), Page Auditorium (1,232 seats), and Baldwin Auditorium (894 seats). Additional venues serviced on an advance sales basis include the Griffith Film Theater (494 seats), Sheaffer Lab Theater (120 seats), Branson Theater (100 seats), East Duke Theater (80 seats), Nelson Music Room (200 seats), and the Duke Chapel (1,600 seats). Additionally, the Box Office occasionally tickets Cameron Indoor Stadium (8,000 seats) for concerts and special events.

Organization Name
University of California, San Diego

Reference Information
Martin Wollensen
Director, University Events Office
858-534-4092
mwollensen@ucsd.edu

Organization Website
www.ucsdboxoffice.com
Organization Street Address
● 9500 Gilman Drive, MC0077 ● La Jolla, CA 92093

Year Signed
2011

Company Overview
The UCSD Box Office is the central campus box office managed by the University Events Office. It provides ticketing services for campus events as well as west coast events. The Box Office sells discounted passes for area attractions, local movie theatres, gift certificates, seasonal activities i.e. Sea world, Lego Land Disney, Big Bear Lift Tickets, Harbor Cruises and more. Attractions make up the majority of the UCSD ticket sales. Sales of attraction tickets reached 750,000 last year.

Organization Name
California Polytechnic State University (CalPoly)

Reference Information
Dave Lowden
CFO
dlwden@calpoly.edu
805-756-7238

Organization Website
www.calpoly.edu

Organization Street Address
California Polytechnic State University ● 1 Grand Avenue ● San Luis Obispo, CA 93405

Year Signed
2011

Company Overview
Cal Poly is a nationally ranked, four-year, comprehensive public university located in San Luis Obispo, halfway between San Francisco and Los Angeles on California's Central Coast. It is a distinctive learning community offering academically focused students a hands-on educational experience that prepares them for today's scientific and technical world.
Organization Name
Emerson College - Arts

Reference Information
Joseph Guglielmo
Director of Audience Services
joseph_guglielmo@emerson.edu
617-824-3092

Organization Website
www.artsemerson.org

Organization Street Address
Emerson College • 219 Tremont Street • Boston, MA 02116-4717

Year Signed
2010

Company Overview
A first class performing home for many of New England’s finest arts groups, the Cutler Majestic Theatre at Emerson College gives residents and visitors to greater Boston exceptional and unusual cultural and entertainment programs to attend all year around. Emerson College owns and operates the Majestic as “one of the jewels in our crown,” according to Emerson president Jacqueline Liebergott. The theatre employs its relationships with opera, theater, dance and music producers and presenters, as well as its own productions and presentations, to express the vision and values of Emerson College — to explore and push the boundaries of communication, art, and culture and, thereby, to contribute to the advancement of society. Productions may be classical or traditional in form, or may challenge culture, community, and technology. The Majestic is equipped with both historically appropriate stage systems and the most modern technologies for stage and video productions.

8. Small, Women-owned and Minority-owned Business (SWAM) Utilization: If your business cannot be classified as SWAM, describe your plan for utilizing SWAM subcontractors if awarded a contract. Describe your ability to provide reporting on SWAM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWAM, but has not been certified by the Virginia Department of Minority Business Enterprise (DMBE), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWAM certification, visit the DMBE website at www.dmbe.virginia.gov.

We will consider the employment of qualified SWAM business in the delivery of services to the extent commercially practical.

9. Signed documents: Proposals must include the return of the General Information Form and addenda, if any, signed and filled out as required.

Please see Signature Documents on pg 4. No addenda was posted at time of submission.

10. Financial Viability: The Center for the Arts reserves the right to require, during proposal evaluation, that the contractor provide a copy of its most current annual report or audited statement of financial condition to include a balance sheet,
(10. Continued) Income statement, and cash flow statement, or other acceptable financial information. These documents may be relied upon in any determination regarding contractor financial responsibility.

AudienceView is a privately run corporation, and as such does not disclose certain financial information to the public. However, AudienceView has established financial stability through a combination of: (i) private funding by seasoned entrepreneurs, (ii) recent financing by well-respected venture capitalists, and (iii) company growth.

i.) Private funding: AudienceView was founded by technology pioneers Paul Atkinson and Kevin Kimsa (past founders of Solect Technology Group Inc., which was acquired in 2000 by Amdocs Limited for a record $1.2 billion USD).

ii.) Institutional funding: AudienceView is backed by one of the largest privately-owned venture capital companies in Canada (www.ventureswest.com), which increased their investment in the company in August 2008.

iii.) Demonstrated company growth: AudienceView has seen a rapid increase in demand for its solution and services over the past several years. We now service more than 145 customers in the arts, not-for-profit, and sports industries across North and South America, Europe and Asia. AudienceView has offices in Canada, Minneapolis and the United Kingdom.

Due to concerns over the “Freedom of information Act” and AudienceView’s desire not to have its private financial information disclosed to the public, AudienceView has not provided its financial statements as part of the tender response. Specific questions concerning the financial condition of AudienceView may be directed to: Richard Rivard, VP Finance, 416-687-2061, richard.rivard@audienceview.com.
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PLEASE SEE ATTACHMENTS: “ATTACHMENT I – STATEMENT OF EXCEPTIONS AND APPENDIX A – STANDARD AGREEMENT,”
Virginia Tech Security Questions for Technology-Based Procurements

If purchased, Virginia Tech reserves the right to conduct an IT security assessment on the product(s), system(s) and/or service(s) once delivered to validate the answers to the questions below.

If evaluation copies or instances are available for testing, they should be provided to the IT Security Office prior to purchase. Brad Tilley (rtilley@vt.edu) or Randy Marchany (randy.marchany@vt.edu) may be contacted in the IT Security Office.

In the space following each question, please provide a Yes, No or a “no answer” (N/A), and add any appropriate comments. If the answer is No or N/A, please provide comments indicating how this question/concern is addressed elsewhere or why it is not applicable.

1. Does your product(s), system(s) and or service(s) protect against the SANS Top 20 security vulnerabilities
http://www.sans.org/top20?

Yes.

Authorized and Unauthorized Devices

As the AudienceView platform is a web based application, Virginia Tech will be able to allow or deny access to the platform for any devices from any internet connection, providing that the security parameters are configured as such.

Authorized and Unauthorized Software

AudienceView installs each client’s system as a standalone database and affords the client with full ownership of its data. AudienceView’s application security system allows for parameters to be defined restricting any group of users from accessing any part of the application or information that does not pertain directly to their application. Our clients must configure their existing corporate network, proxy server(s) and/or firewall(s) to allow their ticketing users to browse to the AudienceView web applications using an encrypted (HTTPS) session. As a point of note, our clients’ existing corporate firewall will also need to be configured to allow incoming data streams coming from our servers and destined for ticket printers and debit card pin pad devices where applicable.

Secure Configurations for Hardware and Software on Mobile Devices, Laptops, Workstations and Servers

Our application is web based and is secured with industry standard 128-bit SSL encryption. Using a supported web browser to access the AudienceView Ticketing application, Virginia Tech will configure the security parameters on any laptop or workstation used to access the software. Additionally we have facilities available to provide IPSEC VPN access if needed and upon request. All web servers hosting the AudienceView software require the use of industry standard SSL encryption to ensure that data being transmitted over the Internet remains secure, including access of the application via a mobile device. We also make use of firewalls to control access to the network.

Continuous Vulnerability Assessment and Remediation

Our file integrity monitoring system runs on each individual Windows server and monitors for any unauthorized changes in files. The configuration of the system is controlled from a management station. The management station initiates nightly scanning of all key files and directories, and transmits the information to our monitoring team.

Malware Defenses

All data between the web client and the hosted service is encrypted using industry-standard SSL encryption. Within our platform, credit card data is encrypted in transit and at rest using algorithms included in our application, as is required for compliance with PCI Data Security Standards. Stateful packet inspection firewalls, web application firewalls and intrusion detection systems are used to restrict access in to and out of our platform. Access Control Lists (ACLs) are used to restrict data transmission between network segments within our platform. Web Application Firewalls are used to further protect web servers and prevent malicious activities. Intrusion Detection Systems and File Integrity Monitoring systems are used to alert us to activity that may be malicious, abusive, or unexpected.
Application Software Security

Being PCI (Payment Card Industry Data Security Standards) compliant requires us to adhere to strict standards set by the credit card industry. This means that AudienceView protects cardholder data by building and maintaining a secure network, encrypting data over the Internet, using highly sophisticated anti-virus software, implementing access control, regular monitoring of networks, and enforcing policies that address information security. The AudienceView advantage allows your organization to rely on our PCI and PA DSS compliance. We have implemented advanced safety features including providing secure passwords, protecting wireless transmissions, protecting stored cardholder data (which includes data masking), encrypting limited magnetic stripe or CVV data, facilitating secure remote access, and not storing data on a server connected to the Internet.

As part of its Hosted Ticketing Solution, all customers will receive the fully functional AudienceView ticketing, access, donor management and CRM solution. AudienceView will provide the system hardware, the hosting environment and the entire range of IT services required to manage the application.

The AudienceView Hosted Platform is designed to minimize the impact of any potential system issue. All servers use redundant power supplies and disk drives, and are connected to at least two independent local area networks. The platform includes secure firewalls, network switches and load balancing appliances. Database servers are deployed using Microsoft clustering technology to ensure a standby server is brought in to service automatically as needed. Data is stored on one of multiple storage area networks (SANs) which use RAID technology to protect against disk failure.

AudienceView currently has over forty (40) clients running the application with our hosting provider with an additional number in the pipeline to move to our hosting environment. AudienceView has contracted with Q9 Networks (www.Q9.com) for a portion of our hosting services. Specifically, AudienceView uses two data centers located in Toronto, Ontario and Brampton, Ontario, both of which operate at a Tier-4 level as defined by the uptime institute.

System Hardware:

- AudienceView will provide fully redundant hardware for Application and Database Servers, i.e. if the hardware component fails it will be replaced in minutes as there will always be a spare server sitting at the hosting facility.
- Disk Arrays required for mirroring and system backup.

Software:

- Windows 2008 Server Operating System R2 (64-bit) for the application and database servers
- SQL Server 2008 Database software and license

Hosting Services:

- 24 x 7 high performance (fast response times), fully redundant, internet access to the application. The application will always be on a network that is directly connected to all major internet backbones.
- Burstable Bandwidths to ensure fast response times during peak loads.
- Industry Leading Firewall solutions to ensure highest levels of application security
- 24 x 7 support to ensure that the application is always up and running.
- Maintaining and upgrading the system (Windows patches, DB patches) and the network infrastructure (network management, firewall maintenance, load-balancing if required)
- Regular Database Backups (hot backups) to ensure full restore in the event of a Database failure. Incremental Data backups are performed every four (4) hours to a local redundant disk, and every night to an off-site location. All data backups are retained at the offsite location for a minimum of 14 days. The client will not experience any downtime as a result of any data backup process.
- 24 x 7 support staff to restore the system in the event of a system failure.

Security and Access Controls:

- 24/7 on-site security personnel monitor the premises, as well as security an digital surveillance video cameras to observe, record and archive entry and exit to prevent unauthorized entry.
- Entry technologies include security turnstiles, key management stations, mantraps and biometric vascular scans.
- Access to the site is via a ballistic screen layer into a secured facility
Servers and other equipment are physically separated for managed services and co-location equipment. Cages and cabinets are support by biometric activated key stations. Floors are supported by mantraps and biometric access panels.

Remote network operations centre personnel monitor and manage networks and equipment.

Monitored and managed loading docks allow for secure internal loading of delivery vehicles up to 16.5m (52”) in length with secure access to a staging area adjacent to the data centre floor.

Power and UPS:

- Dual underground high voltage hydro feeds.
- Two UPS systems provided in N+1 configuration.
- Multiple diesel generators in N+2 configuration with ability to support additional generators.
- Two metered power bars in System A/B configuration in each cabinet and half cabinet. Metering is centralized back to cabinet monitoring system in the NOC.

HVAC and Mechanical:

- Chillers have N+1 configuration and cooling tower cells to match chiller capacities.
- Design is based on average temperature of 22°C (72°F) with spot minimum of 18°C (65°F) and spot maximum of 25°C (77°F) in cold aisles.

Fire Suppression and Prevention:

- Very Early Smoke Detection Apparatus (VESDA) is installed in data suite areas with ionisation and photo electric fire detection deployed in the balance of the building.
- Double interlock pre-action sprinkler system (dry pipe) throughout the building.
- Industry leading gaseous fire suppression system.
- Fire-rated walls (typically standard 1 hr) in all data suites.
- All cabling paths passing though rated assemblies and fire stopped.

All the services listed above will be delivered by experts in their respective fields of Systems Integration and Network Management.

Wireless Device Control

As the AudienceView platform is a web based application, Virginia Tech will be able to allow access to the platform from any internet connection providing that the security parameters are configured. The application can be configured to allow/restrict access to specific individuals/organizations/devices through the use of IP addresses. We also have a Demonstration system available, located in our Hosting facility, to test the “speed of transmission” prior to going live with the system.

With use of AudienceView’s access management functionality, Virginia Tech would be responsible for configuring any wireless access points. As per the wireless access point hardware AudienceView does not have any particular preference but it is imperative that strong encryption be implemented to prevent abuse and denial of service attacks and also to prevent unauthorized individuals from accessing the network.

Data Recovery Capability

The AudienceView Hosted Platform is designed to minimize the impact of any potential system issue. All servers use redundant power supplies and disk drives, and are connected to at least two independent local area networks. The platform includes secure firewalls, network switches and load balancing appliances. Database servers are deployed using Microsoft clustering technology to ensure a standby server is brought in to service automatically as needed. Data is stored on one of multiple storage area networks (SANs) which use RAID technology to protect against disk failure.

Incremental Data backups are performed every four (4) hours to a local redundant disk, and every night to an off-site location. All data backups are retained at the offsite location for a minimum of fourteen (14) days.
Security Skills Assessment and Training

By choosing the hosted model we maintain the entire IT infrastructure (including hardware, operating system, application software, and network accessibility), while giving you complete access to the system. Virginia Tech’s System Administrator(s) will receive hands-on training to work alongside AudienceView deployment staff. This training will give Virginia Tech’s System Administrator(s) the fundamental user configuration knowledge for the entire AudienceView system. This training will also cover customizing additional fields to suit individual business practices. The training is recommended for those who will ultimately be responsible for maintaining AudienceView.

Secure Configuration for Network Devices such as Firewalls, Routers, and Switches

In AudienceView’s hosted environment, shared firewall architecture is used whereby all Internet feeds come through one set of firewalls. AudienceView allocates separate web servers and a separate database schema for each customer. All other infrastructure – firewalls, routers, load balancers, networks, database servers, and SANs – is shared. With the AudienceView platform, the business functionality is all maintained within the application servers, which can be added as needed.

Limitation and Control of Network Ports, Protocols and Services

Web servers can be configured to listen on any port, though port 443 should be used for internet-facing web servers. Database servers normally listen on port 1433 though this can also be changed. Other ports may be needed for payment processing depending on the solution chosen.

Controlled Use of Administrative Privileges

We manage the Hosting platform to comply with PCI guidelines, which mandate that we:

• Limit access to system components and cardholder data to only those individuals whose job requires such access.
• Restriction of access rights to privileged user IDs to least privileges necessary to perform job responsibilities
• Assignment of privileges is based on individual personnel’s job classification and function
• Requirement for an authorization form signed by management that specifies required privileges

Virginia Tech’s administrative users of the system utilize an account that contains the user's username, real first and last name, password, available roles, group assignments, language preference, security permissions and several optional settings, including attributes. Password requirements are preconfigured in the system to be PCI-DSS compliant. Virginia Tech will have the flexibility to make password requirements more stringent than the current required standards. This includes minimum password length and whether or not the password needs a lowercase letter, uppercase letter, digit and/or symbol, and expiration.

Boundary Defense

AudienceView has advanced safety features including providing secure passwords, protecting wireless transmissions, protecting stored cardholder data (which includes data masking and encryption using a Rijndael algorithm), encrypting limited magnetic stripe or CVV data, facilitating secure remote access, and not storing data on a server connected to the Internet. AudienceView developers have gone through great lengths to aid in the prevention of fraudulent activity. Such measures include a captcha which can be turned on or off at the event level as well as the ability to blacklist credit card numbers. The application can be configured to allow/restrict access to specific individuals/organizations/devices through the use of IP addresses.

Maintenance, Monitoring and Analysis of Audit Logs

All functions in the system are audited. Anything that is updated has a before and after image stored in the database. Facilities are provided for searching previously performed actions and maintain information about who, what, where and when an action was performed. This will allow individuals with appropriate access to drill down on specific orders and
view any modifications that were made. Facilities are provided for searching previously performed actions which can be easily accessed through both the Customer Services and Application Security systems.

AudienceView uses centralized logging for some aspects of our platform and their retention is based on PCI compliance rules.

Controlled Access based on the need to know

The security within the AudienceView solution is very granular and user-friendly, which will allow the individual departments to work with Virginia Tech’s system administrator to create these initial roles and groups. It is divided into three main categories:

Users - Each person who uses the system must have a user account. This account contains the user’s username, real first and last name, password, available roles, group assignments, language preference, permissions and several optional settings, including attributes.

Groups - allow you to assign the same permissions to multiple users with minimum effort. A group can be created from scratch or by copying and modifying an existing group. Using a copy can save you time if the new group is similar to one that already exists in your system.

Roles - When users log into AudienceView, they must choose a role (e.g. Source of Sale). User roles control the look and feel of AudienceView. Created within the Application Security window, they can determine a number of variables, including which events the user may sell, the hold types a user can access, when a user can view and sell admissions for a particular event, and how long a user can keep tickets on offer. For a role to be available for a user to choose at login, the user must be assigned to that role.

Account Monitoring and Control

We have deployed a series of monitoring systems, measuring the interactive response of each web application, and also monitoring performance against various predefined metrics. Exceptions cause alerts to be raised so action can be taken.

Data Loss Prevention

In the event of a network connectivity issue, data will be maintained for as long as the session duration has been set. For an online user this would typically be 20 minutes. In the event of server failure, another server supporting the same site will re-establish the session. In the event of a transmission failure, the user will be able to refresh the page and the data will be retained.

Incident Response and Management

Calls are logged in our third party industry recognised call logging and incident tracking system which includes an independent knowledge base. All reported incidents receive a unique identification number that is shared with the customer. All incidents are acknowledged immediately. Our Professional Services team use software tools to monitor and analyse incident response performance against the Service Level Agreement (Support Agreement within the Contract).

For Priority 1 issues, AudienceView shall respond within fifteen (15) minutes of (i) Customer’s email that is submitted via the proper channels in accordance with this Support Schedule or (ii) Customer’s registration of the support issue via AudienceView’s online portal (a “Proper Submission”). For Priority 2 issues received during Business Hours, AudienceView shall respond within fifteen (15) minutes of a Proper Submission. For Priority 2 issues received outside of Business Hours, AudienceView shall respond within thirty (30) minutes of a Proper Submission. For all other support issues (so long as submitted as a Proper Submission), AudienceView shall respond within one (1) hour of receipt of the submitted issue received during Business Hours and at the beginning of the next Business Day when received outside of Business Hours.

Resolution times are dependent upon the complexity of the required solution. The Support team provides help and assistance on the use and configuration of the application, and the majority of these incidents are resolved on the first or second call, depending upon the detail of the information provided, these account for the majority of the incidents reported.
Secure Network Engineering

Please see Attachment G – System Architecture on pg 67.

Penetration Tests and Red Team Exercises

We deploy antivirus software and file integrity monitoring systems on all servers. As part of our PCI compliance we conduct internal and external vulnerability scans quarterly, and conduct internal and external penetration tests at least annually.

2. Does your product(s), system(s) and or service(s) protect against the OWASP http://www.owasp.org/index.php/OWASP_Top_Ten_Project?

Yes.

Protecting Data

All web servers require the use of industry standard SSL encryption to ensure that data being transmitted over the Internet remains secure. SSL, SSH and SFTP are all used within the application to ensure secure communications.

Malicious Sites

All Windows servers are monitored for viruses and malicious software. Alerts are transmitted in real time to our centralized monitoring systems.

Authentication and Session Management

VPN tunnels are negotiated in two phases. Negotiated phase 1 settings include peer IP, pre-shared key, encryption and authentication algorithms, etc. However traffic will not pass over the VPN until Phase 2 is also negotiated successfully, including all the phase 2 settings (eg proxy ID, encryption and authentication, PFS, etc).

Direct Object Reference

The entire AudienceView ticketing solution is protected by a comprehensive security infrastructure which protects the internal "Cloud" environment from the public Internet. AudienceView enforces stringent access control policies to prevent unauthorized access to internal systems. Security infrastructure is delivered by utilizing redundant industry standard security appliances in an active/active configuration for maximum reliability and uptime. AudienceView has partnered with Cisco Systems to deliver a wealth of advanced security and networking services in a high performance, purpose-built technology stack which meets and exceeds stringent PCI compliancy requirements.

Potential Attacks

We use stateful packet inspection firewalls, web application firewalls and intrusion detection systems to help protect from potential attacks. We also deploy antivirus software and file integrity monitoring systems on all servers. As part of our PCI compliance we conduct internal and external vulnerability scans quarterly, and conduct internal and external penetration tests at least annually.

Secure Configuration

Our application is web based and is secured with industry standard 128-bit SSL encryption. Additionally we have facilities available to provide IPSEC VPN access if needed and upon request. Clients use a supported web browser to access the AudienceView Ticketing application. All web servers require the use of industry standard SSL encryption to ensure that data being transmitted over the Internet remains secure. We also make use of firewalls to control access to the network. Our clients must ensure that their Internet Service Provider assigns them one or more static or unchanging IP addresses so that we can make allowances for users to access the platform from their locations. Additionally, our clients must configure their existing corporate network, proxy server(s) and/or firewall(s) to allow their ticketing users to browse to the AudienceView web applications using an encrypted (HTTPS) session. As a point of note, our clients' existing corporate
firewall will also need to be configured to allow incoming data streams coming from our servers and destined for ticket printers and debit card pin pad devices where applicable. We encourage clients to consider implementing redundant network connections from their corporate network to the Internet due to the increased dependency on the Internet connection. We can also accommodate clients that wish to implement a full site-to-site VPN over the Internet.

Protection of Sensitive Data

AudienceView Hosting is PCI DSS compliant, and our software undergoes PA-DSS compliance testing upon release. Being PCI DSS compliant requires the company to adhere to strict standards set by the credit card industry. This means that AudienceView protects cardholder data by building and maintaining a secure network, encrypting data over the Internet, using highly sophisticated anti-virus software, implementing access control, regular monitoring of networks, and enforcing policies that address information security. AudienceView’s PA-DSS and PCI-DSS audit certifies that the software can be deployed in a secure way whether hosted by AudienceView or on the client’s premises. Customers can choose whether or not to store credit card numbers in the ticketing system. Encryption is always used to protect card numbers, and masking is enabled by default. Further, AudienceView provides the flexibility for our customers to allow selected sets of their users to see unmasked credit card data if desired.

AudienceView is listed as a compliant provider on the following websites:

- PCI: https://www.pcisecuritystandards.org/approved_companies_providers/
- Visa: http://www.visa.com/splisting/

Access Control Checks

AudienceView protects data by building and maintaining a secure network, encrypting data over the Internet, using highly sophisticated anti-virus software, implementing access control, regular monitoring of networks, and enforcing policies that address information security.

Protecting Network Traffic

AudienceView has advanced safety features including providing secure passwords, protecting wireless transmissions, protecting stored cardholder data (which includes data masking and encryption using a Rijndael algorithm), encrypting limited magnetic stripe or CVV data, facilitating secure remote access, and not storing data on a server connected to the Internet. AudienceView is certified to the most recent PA-DSS version 2.0. Our PA-DSS and PCI-DSS audit certifies that our software meets strict security and financial standards.

Redirect and forward to other pages and websites

Virginia Tech will be able to control what links will redirect their users from their ticketing or website pages. The application allows forwarding to other pages and websites; however this is controlled by Virginia Tech’s configuration of those links. Virginia Tech maintains control over the security component of this action, if configured as such.

3. What specific encryption algorithms are employed for your product(s), system(s) and/or service(s)?

Yes, an encryption algorithm is employed.

Our application is web based. Web requests and responses are secured with industry standard 128-bit SSL encryption. Additionally our application includes column-level encryption functionality to protect data at rest on hard drives and backup devices. AudienceView employs a Rijndael algorithm. Rijndael symmetric cipher (AES standard) was chosen since it is a highly secure industry standard encryption algorithm and fast.

4. Is all sensitive data (i.e. Social Security Numbers, Credit Card Numbers, Health Information, etc.) encrypted in transit and at rest? If not, please explain? (NOTE: Please see the Sensitive Information page at http://www.security.vt.edu/sensitiveinfo.html for specifics).

Yes.
Our system is designed to store credit card data and provides encryption functionality for this purpose. We do not expect the system to be used to store Social Security number or Health information covered by the HIPAA legislation. Regarding credit card data, AudienceView is PCI compliant and certified. Being PCI compliant requires us to adhere to strict standards set by the credit card industry. This means that AudienceView protects cardholder data by building and maintaining a secure network, encrypting data over the Internet, using highly sophisticated anti-virus software, implementing access control, regular monitoring of networks, and enforcing policies that address information security. Our PA-DSS and PCI-DSS audit certifies that our software can be deployed in a secure way whether in a vendor hosted or customer hosted environment.

AudienceView is listed as a compliant provider on the following websites:

- PCI: https://www.pcisecuritystandards.org/approved_companies_providers/
- Visa: http://www.visa.com/splisting/

AudienceView is certified to the most recent PA-DSS version 2.0. Our PA-DSS and PCI-DSS audit certifies that our software meets strict security and financial standards.

All sensitive data is encrypted in transit and at rest. Anything that interacts with the application business layer is affected by encryption.

Yes.

Our application is web based and is secured with industry standard 128-bit SSL encryption from the client to the server.

Yes.

Patches and Hotfixes are provided by AudienceView to resolve customer-reported issues and, at the discretion of AudienceView, may also include other fixes and product modifications. Product modifications and resolved issues (customer-reported or otherwise) are documented in the accompanying Release Notes for each Hotfix or Patch release. Our hosting platform complies with PCI DSS requirements which require deployment of vendor security patches within 30 days of release.

Yes.

All access within the ticketing application, including administrative accounts, is controlled by a user account. This account contains the user’s username, real first and last name, password, available roles, group assignments, language of preference, permissions and several optional settings, including attributes. Password requirements for user accounts are preconfigured in the system to be PCI-DSS compliant, with the option to make the requirements more stringent if necessary. The user account controls access, and every action is recorded and automatically logged within the system to produce an audit trail.

All access within the hosting platform is controlled and logged to centralized management systems. This includes firewall changes, ACL changes, file system changes, database changes, etc.

Yes.

Does your product(s), system(s) and/or service(s) prevent the use of shared credentials or accounts including administrative accounts?
Yes.

Each person who uses the system will have unique login credentials including the user's unique username, real first and last name. Additionally, a mandatory password reset can be configured by Virginia Tech's System Administrator to prevent the sharing of user credentials, thereby prompting the user to change their password periodically as determined by Virginia Tech.

9. Describe how your product(s), system(s) and/or service(s) authenticates and authorizes users?

Yes, AudienceView authenticates and authorizes users.

All users accessing the system must login using a unique username and password. The password can be configured to expire, and cannot be used again, as per PCI guidelines. All system activity can only be performed in the context of a user session. All updates are tracked and audited in the database. All pages are accessed via SSL, and the session identified is tied to the security context with session identifiers that are 128 bit in length.

10. Does your product(s) and/or system(s) facilitate compliance with Federal and State laws, such as FERPA, HIPPA and PCI?

No.

Since AudienceView primarily processes ticket sales and related customer information, we do not require adherence to FERPA or HIPPA. AudienceView’s solution does not process academic records nor health or financial records of individuals.

11. Does your company alert customers to vulnerabilities and security issues in a timely fashion? If so, please describe your process.

Yes.

Alerts are forwarded to the affected customers after careful review to indicate if the problem is at the client end of the network or at the hosting end of the network. If it is a security issue with our Hosting platform, we will contact customers as required by our contracts and as required by the law. If the issue is at the client end of the network, the client is asked to contact their Internet Service Provider and open a similar ticket. Alerts are managed in our SupportForce portal with our Customer Support team and they would attempt to contact a customer depending on the severity by either email or to a live person until a list of contacts is exhausted.

For hosted services, in addition to questions above

1. Are intrusion detection technologies and firewalls utilized on the hosted system(s)?

Yes.

We deploy an intrusion detection system, file integrity monitoring systems, multiple types of firewalls, as well as many other security measures.

2. Describe how your facility is physically secured?

Yes, the facility is physically secured.

The equipment for the AudienceView ticketing platform is located in a physically secure facility, incorporation access card and biometric authentication with on-site 24/7 security personnel. Bulletproof glass and person-traps are used to control ingress and egress. Access to the data center is recorded on video. All equipment is further contained in locked cabinets, also requiring card and biometric authentication for access. Additionally, all AudienceView staff is required to undergo a criminal background check at time of hire, as is required by PCI Security Standards.
3. Does your network or facility undergo vulnerability scanning and penetration testing?

Yes.

As part of our PCI compliance we conduct internal and external vulnerability scans quarterly, and conduct internal and external penetration tests at least annually.

4. Do your employees hold Information Technology Security certifications and/or secure coding certifications? If so, please describe them.

Some of our employee certifications include having MS certified employees as part of our Microsoft Partnership agreement, a very high Cisco CCIE certification, and PA-DSS certification and training.
### ATTACHMENT D – FUNCTIONAL REQUIREMENTS AND FEATURES FORM

<table>
<thead>
<tr>
<th>Line Number</th>
<th>Requirements and Features</th>
<th>Priority Code</th>
<th>Response Code</th>
<th>Detailed Explanation is required below for:</th>
</tr>
</thead>
</table>
| 1.1         | **Use in performing arts centers:** The Center for the Arts will be a very patron-focused center. We want to be able to allow things such as returns and last minute exchanges. Please describe your ticketing system in relation to its quality of service to patrons. What percentage of your clients are arts presenters? Does your system have a different philosophy when it comes to arts patrons, or are they treated the same as ticket buyer of other types of events (rock concerts, sports, etc.)? | M/E | E | 1) Priority Code /E  
2) Response Code E or P  
Confirm acceptance of Priority Code /C |

**AudienceView** features a powerful and customizable CRM component that is completely and seamlessly integrated with the system, to enable The Center for the Arts to utilize the software in an arts patron-focused manner and to provide the best quality of service to patrons through use of the software. The system allows for a total of 170 user defined marketing data fields at the customer, contact, and order levels. The Center for the Arts would control how their customer profiles are built to include an unlimited amount of valuable historical and demographic data.

70% of AudienceView clients are arts presenters, representing a high percentage of our client base and proven expertise.

The system also features a Registry, allowing arts centric language to be programmed throughout the application object labels (ie. “performances” as opposed to “games”; “box office will call” as opposed to “stadium gate 1”; etc.)

Returns and exchanges are as easily administered as purchasing tickets. Employees can exchange tickets from the Map Select screen by shift clicking and updating an order, or directly from within the seats tab on the Order Summary page of the AudienceView application. Sellers can also relocate patrons to a different section within seconds, or remove the seats, search for the desired exchanged event, reselect seats, and update the order – all within seconds, all within a number of clicks. Admissions returned are immediately available once the cancellation transaction is complete. The Center for the Arts can designate and control user groups that access returns and last minute exchanges.
| 1.2 | **User Interface:** Provide examples that include but are not limited to: does the individual user have the ability to make changes to fields? Can the view be altered to the preference of the user? Are there various ways to take a ticket order (i.e.: by starting with patron information or with performance?) | M/E | E | AudienceView provides an intuitive, easy-to-use Graphical User Interface that can be customized based on the user, user group and user role. Based on the configured security permissions, users can have different viewable desktop modules upon login to the application (i.e. Customer Services, Product Configuration, Venue Configuration, etc.) Individual users can make changes to fields that they have security permissions for.

There are several ways to take a ticket order, including starting with the performance (map seat selection, best available, or quick sale options), or starting with the patron account and adding the patron to an order, then selecting the performance(s). Additionally, orders can be taken without an account (i.e. quick sale or walk up customer that does not want to provide personal information), with the sale and order being connected with the performance(s) and fully reportable.

AudienceView’s shopping cart interface allows tickets, packages, donations and items such as memberships, merchandise and gift cards to be processed on a single order. Shopping cart functionality is fully accessible online and in the back office.

| 1.3 | **Interface with outside systems (for possible future implementation):** Can information be transferred from your system to another and vice versa, such as outside development software? The university uses Banner. Is this software your system can work with? We would like Virginia Tech students to be able to purchase tickets by swiping their Hokie ID cards, as they do at many local businesses. Does your system accommodate this type of transaction? | HD/E | F/P | AudienceView Business Intelligence allows authorized users to extract data on any element in the system in PDF, CSV, XML, mail merge, HTML and chart & graph formats, filtered by a number of different criteria as required by The Center for the Arts and Virginia Tech. Additionally, data can be uploaded into the application through XML control files with the dataloader. This facility allows for direct XML interfacing on the system objects and can even map other data sources (tables or CSV files) into API calls.

AudienceView's development team has a tremendous amount of experience in customizations and integrations of varying levels of complexity. In fact, this team has successfully completed similar integrations with other university clients. For example, AudienceView has performed a number of student card integrations. Dartmouth College, for example, has created an integration with their DASH program that allows their students to use their ID for purchasing tickets, both at the game and online. AudienceView’s pass infrastructure is in place to allow for using a pass or card as an admission to each game. AudienceView would be happy to further engage with Virginia Tech to discuss the exact
### 1.4 Patron types:

Are patrons relegated to one type (i.e., donor, subscriber, VIP, etc.) or can each patron have various types that are easily seen by a user? What is the maximum number of types allowed per patron? Will the Center for the Arts be able to define the types, or are there only predetermined types?

There are multiple patron types that can be configured and customized within the application. A customer class (i.e., student, donor, board member) can be defined with the Center for the Arts specific patron types. Marketing customer data fields allow for the configuration of over 50 user defined fields, and can be utilized for additional patron type fields. Additionally, a patron pop-up can be configured in an account to flag a patron type or information, by selecting the account first or by choosing the performance and then adding the patron to the order. Customer affiliations allow for the configuration of relationships or patron types (for example, a board member of another organization) in order to further define patron profiles. Affiliations allow for the ability to set a status, description, start date and end date. Additional customer details allow for the configuration of a further Customer Type that can be defined by The Center for the Arts. The Account Type of Personal, Organization or Agent are predefined in the system.

### 1.5 Email correspondence specific to a ticket purchase:

To send confirmation or reminder emails, we would prefer avoiding running lists out of our ticket system and inputting that information into a separate email deployment system. We would greatly prefer that patron emails can be sent directly from the ticketing system. How are email confirmations of ticket purchases, reminders of purchases, and follow up surveys handled? Does an automatic response go out for phone orders as well as online orders? Can email be customized by the user? Can the emails be sent in HTML?

AudienceView includes an integrated Campaign Manager Email Distribution marketing tool available; however it is a client optional use product. Rich with features, this email marketing solution allows for the identification of the right customers and the ability to build a targeted message to produce results. Emails can be customized using the visual editor to allow for branding, text, images, and links. Messages can be delivered in HTML or text format and can contain direct links to events or items that are being promoted. Delivery of messages can be scheduled for a specific date and time. The AudienceView software allows for tracking and reporting on subsequent purchases as a result of the emailed message. Emails can be configured with the customer’s communication and marketing preferences. Internal messages can also be sent to a customer’s online account in either HTML or text format.

Email confirmations of ticket purchases are sent directly from the application at the time of purchase. Purchase reminders can be set up and scheduled through Campaign Manager. AudienceView has integrated forms and survey functionality to allow for a link to a form to be included in a follow up email. Phone orders do not automatically send out a response, however an electronic ticket or
1.6 **Reporting:** The database’s reporting system must be easy to use. The names of reports should be intuitive and provide an easy way to search for a report suitable for a user’s query. Provide examples of customized reports that are easy to request and prepare. Can reports be run on a scheduled time period and be emailed to the appropriate person? How is financial information reported, including earned revenue and ticketing fees? Can our financial goals be put into the system to be run as reports for comparison to earned revenue?

M/E F

All AudienceView reports can be easily accessed through a web-based interface. There are over 60 pre-configured industry standard reports in AudienceView where a user with the appropriate permissions can quickly run with real-time data. In addition to the standard reports available, AudienceView’s Business Intelligence tool will provide organizations with unlimited reporting and sales tracking functionality, and the ability to “converse” with its data as it sees fit. Approved users can schedule reports to be emailed to an email address either in AVDOC (PDF), CSV, or HTML. Scheduled reports can be delivered by the minute, hourly, daily, weekly, or monthly.

AudienceView Business Intelligence tool allows authorized users to create customized reports and extract data on any element in the system, filtered by a number of different criteria. Create and manage customer profiles across your entire organization, exposing as much or as little information to specific departments as you wish. This powerful data mining tool will enable users to search across multiple criteria such as dollars spent, performances attended, age, gender, geographic location and much more. You can view buyer segments and sales activity any way you choose, and generate personalized, targeted communication with specific audience segments.

Reports are organized by name, access mode, description, and folder. These fields are searchable and the system allows for searches on wildcards for partial spelling or keywords to locate the desired report. Canned reports can also be saved with preconfigured criteria into a Saved Reports folder, and reports can be saved for a user within their own Executive Business Intelligence view.

Financial information can be reported on through canned or custom reports. Revenue can be reported on as paid vs sold. Ticketing fees can be configured in the system as included or inside, or additional fees, and can be filtered in reports to display or not. Custom data fields allow for the input of financial goals against a performance or sellable item and can be compared against earned revenue. Business Intelligence additionally allows for the configuration of formulas that could be utilized for programming of financial goals, or
### 1.7 Subscription features:

Our subscriptions will work on an a la carte system. Patrons will only need to purchase a self-designed package tickets to a certain number of different performances (approximately 5) per season to be considered a subscriber. The types of tickets need not be all in one genre of performance. These ticket packages will be purchased in one transaction, not at different times. The ticketing system should be able to automatically tell the user that the patron is now a subscriber and is eligible for discounts associated with this designation. Can your system do that? How does your system put packages together for this type of subscription?

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| AudienceView supports all types of ticket package sales and subscriptions online and in the back office. Through the shopping cart functionality, single tickets can be purchased with subscriptions within the same order/transaction online and in the back office. AudienceView uses the term “bundle” to reflect subscriptions/seasons and packages, the reason being that the AudienceView application includes the ability to bundle more than just tickets (i.e. gift certificates and non-ticket inventory such as parking, dining, posters, etc. or vouchers). When building subscription packages within the application, the solution provides elemental options toward endless packaging opportunities including events across multiple venues and events from various series and/or genres. The application allows for the packaging of multi-venue events with the same number of price zones defined. AudienceView can accommodate the following bundles:

- **Subscription** - Provide subscribers with the same seat in each event in a series. Subscriptions may also be configured with using multi-venue events. AudienceView captures a renewal seat per venue allowing organizations to guarantee the same seat to a subscriber season after season.

- **Fixed Packages** - Govern the number of admission and non-admission items and define specific event dates and times or allow your patron to take control and choose their own events.

- **Flexible Packages** - Define a range of events and/or products by setting a minimum and maximum number from which to choose, thereby allowing your patron to take full control and build their own package of events.

- **Fixed and Flexible Packages** - Allow your patrons the ability to build their own packages, choosing from a range of fixed and flexible performances. For instance, in order to fulfill a three show bundle, the patron is automatically assigned to one specific event but has their choice for the two others.

- **Family Packages** - Define the number of
admissions by price type for package fulfillment across any price type. For instance, two adult and two youth tickets must be purchased in order to fulfill the bundle.

Cross Packaging – Provide unique packages to customers by combining tickets to events along with additional items such as related merchandise, parking or beverage vouchers, coupons to local attractions etc. In addition to tickets, any of the above package types can include non-ticket inventory such as concession vouchers and gift certificates.

AudienceView provides the ability to associate memberships with subscriptions. These memberships can be automatically applied to a customer account upon the receipt of a subscription. There are two types of memberships available in AudienceView: incremental and static. Incremental memberships allow for customers to advance through membership levels based on point accumulation. Static memberships can have levels but do not accumulate points. Benefits can be attached to these membership accounts to manage subscribers’ entitlements. For example, you may want to unlock a specific seating section or discounted price type to a subscriber who has spent more than a pre-determined threshold in any given period of time, or by virtue of having purchased a package.

Subscribers are notified of the benefit as soon as they add the subscription/package to their shopping cart at the top right of the online shopping cart purchase screen. Through their online account, subscribers can also view their benefits when logged into their account, through notifications, internal emails, and membership and benefit account tabs to track the status, level, and any activation or expiry dates of memberships and benefits.

| 1.8 | **Promo codes:** We must be able to assign promo codes for various groups (i.e.: for some performances, we may have a discount for a particular segment of faculty, such as music department). Also, we may offer tickets in conjunction with hotel, dinner offers, etc. Does your system allow for the user to create these packages? How does your system assign and track promo codes? Can these codes by used by patrons during online ticketing as well? | M/E | E | Promotion codes are used in the AudienceView system to manage presales, password protected on-sales, discounts, or access to a particular seating location through the use of hold templates. Multiple promotion codes can be applied at the series or performance level, in conjunction with packages and sellable items (such as hotel, dinners, etc.), to provide access to pre-sales by performance, date, and seating locations. There are two types of promo codes available for configuration in the system: external and internal. Promotion codes can be used online |
External codes are physically entered into the system by a ticket seller or customer through the back office or online user interface. These types of promotion codes can be entered within the online user interface or embedded into a hyperlink. External codes are generally used for public marketing campaigns. The Center for the Arts can set a limit on how many admissions can be purchased under various scenarios, including how many can be purchased using a particular promotional code. This provides an efficient and flexible way to control admission inventory and pricing.

Single use promotion codes can also be created that are no longer valid once redeemed for a purchase.

Internal promotion codes employ a slightly different concept in the sense that they are manually or automatically attached to a customer's profile. Internal promotion codes are generally used to provide flexible entitlements to subscribers, members, donors, or even an individual who spends more than a pre-defined amount of money with the organization, and can also include limits.

### Print at home ticketing

We require the option of print at home ticketing, but we do not want all tickets to be able to be printed at home. For example, students, faculty, and staff should not be able to print their tickets at home. These groups must show their IDs at Will Call before they can pick up their discounted tickets. Show how this is possible with your system.

Our print-at-home ticket options provide unparalleled convenience for your customers, and offer compelling advertising opportunities for your organization. The print-at-home ticket is fully designable to disseminate crucial information to your ticket buyer. Information can include venue and parking directions, performance schedules, instructions for disabled persons, entry information, etc. The print at home ticket is prime real estate for marketing opportunities with your corporate partners or sponsors. Each ticket is fully customizable to include logos, coupons, and other relevant branding. They can also be configured to display a different set of information and graphics, based on multiple criteria. For example, an e-ticket can display different logos and information for season ticket holders than for single tickets. Many AudienceView clients sell this space to generate additional revenues. The print-at-home ticket feature assigns a unique bar code, which is fully integrated to the system database in real-time. As AudienceView is a white label solution, the entire ticket and invoice is yours to brand. Each ticket and invoice can be designed to include logos, coupons, and other relevant branding. They
1.10 **Choosing a seat when ordering online:** Patrons must be able to choose their own seats right from the start, with the option of best seat available. In addition, patrons with special codes (students, artistic partners, etc.) need to be able to have specifically chosen seats available to them. Discuss how this is done with your system.

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<td>Online customers are enabled to select their own seats from a graphical map, or the system can be configured to allow for best available, general admission, or a combination of both options. Available seats can be viewed by rolling over a specific seat to view the status or by selecting a seat in the available color coded price zones. Once a seat is selected, the applicable price options are available to the customer. A view from seat, section, or seat message can also be attached and is viewable during the sales transaction. Unavailable seats are greyed out on the seat map and also appear as textually unavailable to the online customer. If a promotional code is entered or attached to a customer account, the system will then unlock and display the available chosen seating areas, and/or discounted prices available to the purchaser. Specific seats can also be placed in a customer’s account as an “Offer”, available to them when logged into their account, with the ability to set a start and end date for the offer. Further promo codes or membership entitlements can be used to gain access to seats that are on hold and specific to certain types of patrons or members or even promoters and donors.</td>
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1.11 **ticket scanning:** Real time data should appear in the system as the scanning happens. Do you have scanners available for purchase or do you work with an outside vendor for scanners? Provide information on recommended scanners.

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<td>Real time Access Control functionality is fully integrated into the AudienceView system and is used to check the validity of an admission and record its use as tickets are scanned to gain admission to an event. Ticket collectors may view admission price type, aisle, entrance, section, row, seat values and order data fields immediately as the ticket is scanned. Access Control informs the ticket collector whether the ticket is valid for the current event and also records that the ticket has been used. The recording of this information is called ticket marking. Should a patron attempt to use a ticket that is not valid for the current event, has a ticket number that has already been used to gain admission to the event, or has a ticket number that does not exist, the ticket collector is notified.</td>
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The application generates a unique barcode for each ticket that is issued. Virginia Tech will have the ability to design their own ticket templates and will have full control over the placement of barcodes and overall design of the tickets for both print at home and Boca tickets. These barcodes are compatible with industry-standard scanning devices. When a ticket is refunded or exchanged, the bar code will immediately become void and assigned a new one by the system. If a ticket is transferred to another customer account/name, the original bar code is retained therefore the original issued ticket can be used. Barcodes can be configured to permit or restrict re-entry into the venue on an event by event basis, based on the needs of The Center for the Arts.

Our access control system scans tickets in real time and is capable of reading 1D and 2D (QR code) barcodes.

The Center for the Arts will have access to a number of pre-configured reports in the application. These include “Real Time Access Control,” “Scanned Tickets by Hour,” and “Scanning Failures.” Each of these reports allows for user defined criteria to provide varying levels of detail. In addition, users with appropriate security permissions will be able to create custom Business Intelligence queries to drill down on any number of available result fields and criteria.

Access Control is fully integrated in the system, is supported by AudienceView customer support, and provides a cost-effective solution. In a hosted scenario, Virginia Tech would be responsible for maintaining and purchasing their own internet connection (we recommend redundancy), wireless access points and hand-held scanners, while AudienceView is responsible for providing the server.

AudienceView does not provide or sell scanner hardware. The AudienceView Access Control v6.3.0 supports the following scanners:

- Motorola MC3070 Wireless Enterprise Digital Assistant
- Motorola MC55 Wireless Enterprise Digital Assistant
- Motorola MC5590 Wireless Enterprise Digital Assistant
- Motorola MC65 Wireless Enterprise Digital Assistant
- Motorola MC7090 Wireless Enterprise
### 1.12 Dynamic Pricing

We are interested in being able to use dynamic pricing for certain performances. Does your software allow for this, or are prices set once the event is built? If dynamic pricing is available, what is the level of difficulty to change seat prices?

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<td>As with all aspects of the AudienceView application, The Center for the Arts will have full control over the pricing models used for each and every item created in the system. Once pricing has been defined for a specific event, The Center for the Arts has the ability to configure and change every aspect of that event's pricing including face values, price zones, taxes, commission rates, service charges, and discounted rates. Every element within a pricing model can be modified at any point based on organizational requirements toward dynamic pricing based on sales numbers and event popularity. Additionally, pricing models can be automatically activated or terminated based on dates and times set by The Center for the Arts. Utilizing the Business Intelligence Reporting tool, sales analysis reports can be generated or automatically scheduled, in order for The Center for the Arts to analyze sales trends and make market adjustments to their pricing accordingly to maximize their event revenue.</td>
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### 1.13 PCI compliance

Does your system meet current standards for credit card security and accuracy? Describe the process you follow to guarantee your system is compliant with Payment Data Security Standard (PCI DSS). Describe the process you follow to guarantee your system is compliant with Payment Application Data Security Standard. Describe your security certifications, audits, and compliance mandates.

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<tbody>
<tr>
<td>Yes, AudienceView is PCI compliant and certified. Please see Attachment C – Security Questionnaire on pg 15 with detailed PCI compliance information.</td>
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</table>

### 1.14 Fee structures

We want to have total control of the fees we charge our patrons and in what circumstance we charge. Tell us about your system's fee structure as it relates to patrons buying a ticket. Explain what fees we will be charged on the back end for ticketing, whether it's for online orders only, all tickets sold through the system, etc.

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<tr>
<td>AudienceView does not charge any additional fees for per ticket or online sales for the AudienceView licensed product therefore The Center for the Arts will always have complete control over all sales, sponsorship, fees and revenue streams. It is possible to configure as many service charges as necessary and as dictated by</td>
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organizational requirements. Charges can be static or percentage based and can apply to the overall order or each individual ticket/item. Service charges can be placed on a number of different items which include tickets, delivery methods, bundles (packages) and orders. The system also allows for a multitude of fees to be utilized in a single order (for example; promoter and facility fees). AudienceView also offers the ability to place caps on service charges as required.

These fees can have different rates depending upon the sales channel through which the tickets or items were purchased. For example, tickets purchased at the door may not be charged a service fee whereas a charge may be applied to tickets purchased via the internet.

As it is possible to create an unlimited number of service charges, different fee structures can be applied to specific events in support of what the market will bear for a particular event. This will effectively allow for the maximization of revenue potential on service charges using historical and current market trends.

1.15 Web based system available for approximately 5-10 Center for the Arts users:

Designated members of our staff must be able to access the system without additional software installation on their workstations. Would all members of the staff also have access to technical support, or must these requests go through a system administrator?

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<th>HD/E</th>
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| The AudienceView application is a completely web based application and can only be accessed by a web browser. The Center for the Arts will be able to control who can access the platform from an internet connection providing that the security parameters are configured as such. Using a browser based interface, we can quickly and easily deploy the application to as many employees in your organization as you like, without the need to install AudienceView software on their PCs.

AudienceView does not charge on a per-user or concurrent user basis; therefore an unlimited number of concurrent licenses are offered. We encourage all members of The Center for the Arts team(s) to use the application for ticketing, marketing, fund raising, finance, merchandising CMS and CRM.

The Center for the Arts and Virginia Tech can decide who is authorized to contact technical support from their organization. AudienceView utilizes SupportForce to provide streamlined customer support including the ability to track support items through mobile devices. 24x7 On-Call Support available by Phone or Email. Each Client has a personal login to the SupportForce System to open, review status, and manage
| 1.16 | **Customer relations management features:** Does your system support any customized content delivered to patrons? Can a user enter into the customer's account when contact is made, whether it is through an incoming or outgoing phone call, or face to face contact? Can performance preferences be tracked? Can performances be suggested based on patron preferences? Can reports be run based on performance type preferences (i.e.: theatre, modern dance, etc.)? Can donation and volunteer information be tracked? |
| HD/E | AudienceView features a rich CRM component that is completely and seamlessly integrated with the system that is unparalleled in the industry. The system allows for a total of 180 user defined marketing data fields at the customer, contact, and order levels. These fields will allow The Center for the Arts to collect the required customer information. With AudienceView CRM, The Center for the Arts can build customer profiles that provide a virtually unlimited amount of valuable historical and demographic data to help understand and identify a customer’s needs, expectations and buying patterns, in order to deliver customized content to customers. This single data view resides at the core of AudienceView Software and is available to the entire organization in real-time. The customer account can be accessed at any touch point, including when a customer calls in or comes in person.

The Center for the Arts will be able to track user defined customer information and to ask its customers strategic questions for marketing purposes. Any combination of these data fields can be used to collect varying levels of required information.

Performance preferences (i.e. genres) can be tracked in the customer account and updated by the box office or by the customer online. Performance suggestions or recommendations are linked to events using ‘keywords’ which can be tagged against performances within an individual’s shopping cart and preferences within a customer account, and additionally performances can be suggested with upsells and add-ons based on performances added to the purchasers’ shopping cart.

Furthermore, system administrators will be able to expose or hide any fields for particular users or groups to minimize data entry and streamline the selling process. Fields can also be set as required or optional, and configured with drop down menu selections in order to capture quality data.

Sales teams will be able to access information through the customer account including multiple addresses, phone numbers, and email addresses. In addition, via the “history” tab, operators can be given access to a single, real time glance at every interaction that a given customer has ever had, whether it's a donation,
membership, entitlement, order, payment, bundle, event, seat request, gift certificate or correspondence.

Through the Business Intelligence Reporting Tool, reports can be generated on any CRM data, including performance type preferences. The powerful data mining functionality allows for the combination of preferences with other criteria and filters to generate e-mail or mailing lists and analyze purchasing patterns.

The fundraising functionality is an integral part of the overall AudienceView solution. It is not a separate module or bolt-on product. In a single view The Center for the Arts can see your customer's full range of activity. You can combine ticket sales data and fundraising data into single reports and find out who those top donors and prospects are. In AudienceView gift campaigns are structured in a four level hierarchy. This gives your development staff the ability to get both a high level overview of your gift campaigns or they can drill down into the different levels to see how each fundraising activity is performing.

The application allows for the management and processing of pledge payments. Pledges and donations can be tracked in a variety of locations throughout the application depending on the level of detail required. The Center will have the ability to accept single payments or to schedule payments on the fly to accept a single or multiple schedules of payments, to be automatically authorized and charged to settle a transaction. These payment plans can be created on an order to allow patrons to pay on a weekly, bi-weekly, monthly or quarterly basis – either over a span or until a specified date, and all of this can be automatically processed through AudienceView without any additional involvement from staff.

**1.17 Installation and conversion timeline:** If this contract is awarded, for example, in July 2012, what is the soonest the software can be installed and able to handle ticketing for the 2013-14 season, which will begin with our annual music festival in summer 2013? Include a proposed timeline for the implementation from contract award through testing and acceptance, including payment schedule.

Please see the Professional Services Estimate in the Pricing section for the preliminary estimated timeline of 67 days of effort for The Center for the Arts at Virginia Tech’s implementation and the Standard Agreement on pg 84 for the payment schedule. AudienceView has prepared this estimate for The Center for the Arts based on our experience with customers of a similar size and scope and available information. This estimate provides a good indication of time required by AudienceView resources. The amount of time required by each organization and by each staff member can differ because
<table>
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<tr>
<th>1.18</th>
<th><strong>License:</strong> Indicate if the software solution offered is available as a perpetual or annual license.</th>
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<td>The AudienceView software solution is available as both as a perpetual enterprise license or as an annual per SaaS annual license. AudienceView provides a number of flexible pricing options to suit our customers' specific requirements and business models. AudienceView also allows organizations to either have the application installed on-site (utilizing their own hardware and software infrastructure) or for those organizations who do not wish to manage this aspect, AudienceView will host the application and fully maintain the environment on their behalf. AudienceView is pleased to offer the multiple preliminary pricing options to Virginia Tech on pg 57.</td>
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<tr>
<th>1.19</th>
<th><strong>Escrow:</strong> State whether source code and system documentation are kept in escrow, in the event of company failure.</th>
<th>M/E</th>
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<td>We have a standard escrow agreement in place with Iron Mountain.</td>
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<th>1.20</th>
<th><strong>Warranties and service:</strong> Describe the terms and length of warranties. Provide a copy of the service agreement and any service level guarantees.</th>
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<td>We provide a 90 day warranty on our software as standard in our contract. We are able to discuss specific warranty questions with Virginia at the appropriate time. We have included our Standard Agreement - Appendix A on pg 84 for your reference.</td>
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<th>1.21</th>
<th><strong>Versions of software:</strong> Describe how long the current version of your ticketing software has been in full use by your clients. Discuss when the next upgrade will be made available and what improvements will be made available.</th>
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<td>The current version of the software 6.3 release has been in full client deployment and use for 3 months, and prior to that the 6.2 release has been in full use and deployment for 6 months. The next version released is anticipated for Q4 2012 and will include the addition of a Tablet interface and reporting, loyalty point functionality, and improvements to the AVTiki Facebook distribution module. Please note that the product versions, features and release dates listed are subject to change. It is worth noting that AudienceView believes and works with customers and prospects to influence the product direction and roadmap.</td>
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<th>1.22</th>
<th><strong>Ticket kiosks (for possible future implementation):</strong> Two or more ticketing kiosks are desired to be placed in locations around town and/or campus outside of the Center for the Arts building and possibly one inside the Center for the Arts building. Does your system offer</th>
<th>D/E</th>
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<td>AudienceView has integrated kiosk functionality within the core product. In addition to allowing for ticket purchases, kiosk functionality can be used to provide offer a &quot;virtual will call&quot; environment to its customers. Individuals picking up tickets at a</td>
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ticketing kiosks? If so explain requirements for setting up the kiosks and how they function to sell and distribute tickets.

(1.22 Continued)

A kiosk would swipe a credit card to identify the order. Once the order is identified, the system would automatically issue any unprinted admissions attached to the order. Kiosk functionality is fully integrated into the solution and will be delivered as part of the "out of the box" functionality. The only cost for Kiosk use is for the hardware and that would be a Virginia Tech centric cost.

AudienceView v6.3 requires the following hardware, software and networking requirements:

• Hardware: Standard PC Hardware (similar to Desktop requirements); 2 gig of memory 2.4GHZ or higher processor
• Software: Windows XP or higher; running Adobe SVG Viewer 3.0+; Flash 9.0+, Internet Explorer 6.0+
• Network: Wireless minimum 802.11g; recommended 802.11n; 100Mpbs wired connection

1.23 Paton credit card statement:

Describe what patrons would see on their credit card billing statement after purchasing tickets through your system. Also, describe customer payment acknowledgement.

Patron credit card statements will reflect merchant information and debit to The Center for the Arts. All credit card and merchant relationships are 100% in the control of The Center and Virginia Tech. It will be the responsibility of Virginia Tech to maintain the payment gateway and merchant relationship. Concurrently all funds are delivered directly to the associated accounts of The Center and Virginia Tech.

An order confirmation and invoice acknowledgement is generated from the client’s instance of AudienceView to the customer, which can be customized with The Center of the Arts information.

1.24 Declined payments:

Describe the process if a credit card payment is declined. Explain how the patron is informed and describe any information received by the university from such transactions.

The online user or back end operator will receive a message declining the payment. Generally, the message will have a code indicating what type of decline/error occurred. The university will be able to report on and view declines in the Credit Card Transaction Summary report and in Customer Accounts under the Order History – Payments tab.

1.25 Transaction timing:

Describe the timing of the university’s receipt of the approved payment transaction and the deposit to the university’s bank account for approved payment. How quickly do online transactions display for system users? What account for approved payment? How transaction and the deposit to the university’s university’s account of the approved payment?
Credit card types, refunds, and storage: List the types of credit cards that may be accepted by your system. Describe your ability for the university to restrict this list to only certain cards. Describe how a refund would be issued to the credit card using your system. Indicate any fees or reduction in fees that would result from the refund. Describe how, if at all, credit card information is stored locally by your system.

The AudienceView application allows for the configuration of as many payment methods as dictated by The Center for the Arts and Virginia Tech’s requirements. The Center can configure the application with credit card types that are accepted by the payment processor.

Credit cards and any payment types can be restricted against individual performances and items in their configuration (ie. Amex only).

The system can refund to the credit card used for the purchase within the order, or it can be overridden depending on the user security parameters, for refund to a different card or payment method.

The Center for the Arts can decide whether to refund, reduce or keep any fees they have configured against the purchase. Any payment processor fees would be determined with The Center and Virginia Tech’s relationship with their financial institute. AudienceView is PCI compliant and certified.

Credit card processing is extremely secure with AudienceView. When a customer or box office employee inputs credit card information into the system, the data is submitted through an encrypted SSL connection. All credit card data communicated from the customer's shopping cart or box office to our application server is fully protected, encrypted, and secure.

From the application server, the data is communicated to your selected payment gateway or credit card processor through a fully encrypted and masked SSL tunnel. AudienceView is fully compliant with the Verified by Visa® and MasterCard Secure (3D Secure) authenticated payment programs for select payment gateways. 3D Secure allows cardholders to use a password to authorize credit card use, as opposed to just submitting the card number. This additional step ensures that a stolen card cannot be used without a password adding an extra layer of security for online purchases, and reducing instances of fraud.

We have implemented advanced safety features including providing secure passwords, protecting wireless transmissions, protecting stored cardholder data (which includes data masking), encrypting limited magnetic stripe or CVV data, facilitating secure remote access, and not storing data on a server connected to the Internet.
| 2.1 | **Use and price of CMS:** The content management system, if available, should have the ability to serve as the content management tool for the entire Center for the Arts website, not just the ticket purchasing pages. Please explain how your CMS would work and provide pricing for the CMS option separately in the pricing page. | D/E | E |

AudienceView proudly offers the BEST online experience for ticketing consumers in the marketplace. The seamless integration of content management will allow the Center for the Arts to build the best online experience for their patrons. There is no additional cost for the CMS solution and the CMS functionality is fully integrated into the application as part of core product and is not an “add on” module. Using our white-label approach to offering technology solutions, content management is completely configured to fit the needs of your organization. AudienceView’s CMS features the ability to build and utilize Sites, Articles, Features, Branding, Web Analytics, and CRM.

The fully integrated Content Management suite would allow for the creation of an unlimited number of customer-facing websites as defined by Virginia Tech. The Center would be able to provide a tailored, branded, organization-specific, and consolidated web experience. Content Management allows online customers to attain the maximum amount of information and enables them to have a singular experience in web sales. This will avoid forcing customers to move from one site to another during a purchasing process should they require further information regarding the venue or event and ultimately avoid abandoned shopping carts and lost revenue.

Within AudienceView’s Content Management System, Virginia Tech will have full control over each of their websites including the ability to create and make ad-hoc changes to text, graphics, layouts etc. as required. Through the use of a CKEditor, Virginia Tech is able to design and control content directly from within the application with little or no web design experience required. Once sites are created, articles are used to provide content for the different areas of the site. The layout, images, text, and links within each article are completely defined by the branding and content requirements of Virginia Tech. Once the initial set of sites and articles have been created, they can be duplicated quickly and easily through a ‘copy’ button. Additionally, AudienceView has included templates in the application toward the building of industry standard articles in short order.

Once defined, articles are able to be placed on the site. They are also able to be put on and off calendar. This allows you to automatically
2.1 Continued
display particular articles over a defined period of time. Once the article is off calendar, the site will revert to the defined default article in its place. Furthermore, any article within the system can be assigned to sites on an article by article basis to allow for a dynamic online experience for each customer. For instance, if a customer clicks on Sesame Street Live, they will begin to see events and merchandise related to children whereas a customer who clicks on a classical concert will begin to see future concerts and related products.

AudienceView’s integrated CMS will allow Virginia Tech to integrate ticket sales into its own website, without the need to link to an external website at any point in the ticket buying process.

| 2.2 | Lightweight Directory Access Protocol: | D/E | N | We do not integrate with other authentication systems (e.g. LDAP), as this could be a security concern with PCI. |
| 2.3 | Work flow: Work flow should be used to move the content from one process step to the next. | D/E | N | CMS functionality allows for the ability to configure security controls which can be used to limit a user's access to content within the system, and easy to follow configuration tabs in a visual interface. At this time, the application does not provide a full process workflow. |
| 2.4 | User friendly: The selected CMS should provide an authoring environment that does not require users to use code, or have technical knowledge when updating pages. | D/E | F | A WYSIWYG visual HTML editor is provided to allow users to easily manage pieces of content for inclusion within the online portion of the application. The HTML source code is also available for editing if desired but not required, and articles/pages can be copied to use as existing templates to create new pages and modify content easily. |
| 2.5 | Easy uploading: The CMS should allow for the upload of miscellaneous content (i.e.: .pdf, .ppt, .zip, .jpg, audio and video files, etc.) for easy dissemination/posting. | D/E | F | Additional content can be used in conjunction with the CMS tool. The application allows for the ability to insert links to external content, and includes a several widgets such as a video web widget to embed video content in articles/pages, and calendar, Facebook, login, and search widgets. |
| 2.6 | Browser compatible: The CMS must be browser based in its use and access. The pages created with the CMS must be viewable in all major Web browsers (i.e.: Explorer, Firefox, etc.) | D/E | F | AudienceView CMS is browser based in both its use and access. The following is the list of supported browsers currently required to access AudienceView classified by Desktop users (Box Office, Phone Sales & Administrators) and Internet users. |

**Desktop Client Software Requirements**
- Windows Internet Explorer 7.0
- Windows Internet Explorer 8.0
- Windows Internet Explorer 9.0
- Adobe SVG Viewer 3.0 (if using Internet Explorer)
- Firefox 3.5
| 2.7 | **Accessibility**: the Web pages created in the CMS should conform to accessibility standards. Explain if the CMS tool is compatible with Web Accessibility Initiative (WAI). | D/E | F | AudienceView v6.3 conforms to accessibility standards and is ADA compliant including the following accessibility standards:

- Script tags have standard format (type instead of language attribute)
- Image tags have alt-attributes and standards.
- Forms Controls have standard format (appropriate title provided for the necessary controls)
- Hyperlink tags have title attributes and standards.
- Select and input titles added in accordance with ADA standards for title standardization.
- All Online pages generate valid HTML 4.01 Transitional and each page validates in W3C Validator.
- All controls and links include tabindex to define the tabbing order on each page.
- All mouse-driven event handlers have corresponding keyboard shortcuts.
- Captcha with audio support.

| 2.8 | **Review and approval process**: It is desirable for the CMS to allow for highlighting and tracking changes to pages as they pass through the review and approval process. | D/E | N | At this time, the application does not currently support a review and approval process. However, audit trails within the application can be used to track changes to content as it is updated within the application. Further many of our clients have created Business Intelligence reports that have proved successful with review and approval processes.

| 2.9 | **Content management**: The CMS should allow users to edit, delete, and include a date of expiry for content. | D/E | F | Using the AudienceView CMS tool, Virginia Tech will be able to include content rich pages directly within the online application with the ability to easily edit, delete, and force a date of expiry for any particular piece of content.

| 2.10 | **Roles**: The CMS should allow for multiple user roles (i.e.: author, reviewer, administrator, etc.). | D/E | F | Application Security can be used to control and monitor the actions and access level of each user role and to provide write,
2.11 **Venue and event management:** Describe how your system handles all aspects of room and space-related bookings for ticketed and non-ticketed spaces within the Center for the Arts.

Individual actions can be further tracked through audit trails.

2.11 Venue and event management: Describe how your system handles all aspects of room and space-related bookings for ticketed and non-ticketed spaces within the Center for the Arts.

**HD/E** P

AudienceView supports the management of ticketed events. The system is not designed to encompass Event Management in terms of tracking room rentals and bookings, catering, etc., however many clients have found ways to provide functionality with workarounds.

2.12 **Marketing:** Describe how your CMS would be able to assist with marketing events, including but not limited to database marketing, email blasts, direct mail, Point of Purchase, internet, and social media. Elaborate on integrated database marketing product proposal and the details and benefits of your solution.

**HD/E** E

The AudienceView system can be optimized for customized marketing opportunities to your ticketing customers using CMS.

**Database Marketing**

Using AudienceView’s rich and integrated CRM component, the functionality will allow Virginia Tech to ask its customers strategic questions for marketing purposes online through the account creation or account update function. The Center for the Arts will also have the ability to create and attach optional and/or required questions at the performance level that are connected to the customer’s order. Lists, also user-defined, can be attached to the questions, or they can be left open-ended for text entry. The questions and answer options that appear to a user can vary based on the user’s sales channel. Surveys and forms can also be configured to collect marketing information. Any combination of these data fields and performance questions can be used to collect varying levels of required information in order to generate highly personalized communications based on criteria such as purchase history (dollars spent, # of performances attended, etc.) personal information collected (age range, household income, education, etc.), preferences (classical, family, etc.) and other categories as defined by The Center. Personalized communication can be generated from the system based on the desired criteria in the form of external and internal emails, mailing lists and customer recommendations.

**Email Blasts**

AudienceView includes an integrated Campaign Manager Email Distribution marketing tool available as an optional use product that is priced separately based on use. Rich with features, this email marketing solution allows for the identification of the right customers and the ability to build a targeted message that will produce results. The messages are able to be delivered in an HTML or text format and are able to contain direct links to events or items that are being
promoted. Delivery of messages can be scheduled for a specific date and time. As well, the AudienceView software allows for tracking and reporting on subsequent purchases as a result of the emailed message. Emails can be configured with the customer’s communication and marketing preferences. Internal messages can also be sent to a customer’s online account in either HTML or text format.

The AudienceView system allows you to track every marketing campaign through the use of correspondence codes. These codes can be attached to a customer account which allows you to generate reports and examine the effectiveness of a particular campaign.

Regarding email communication, once customers have “opted in” to receive information, they will be added to email based reports. Communication Preferences can be updated at any time to meet industry accepted email practices.

**Direct Mail**

AudienceView's Business Intelligence (BI) tool will allow Virginia Tech to search across multiple criteria such as dollars spent, events/series attended, customizable demographic information and much more to create customer list extracts for the purpose of direct mail. Such a list could be exported in CSV format to Microsoft Word/Excel for example, in order to create a mail merge to create direct mailing labels. Mail merge templates can be saved for future use in the application.

AudienceView allows you to track every piece of correspondence that is sent out to your customers. These records can be easily accessed from the Customer Services module or can be used to generate reports in Business Intelligence that help you gauge the success of your marketing campaigns, and intelligently modify a particular strategy based upon that information. The Business Intelligence tool can be utilized in order to attach a correspondence code to a customer record in order for Virginia Tech to record and track Direct Mail campaigns and dates.

**Point of Purchase**

At the point of purchase in the online shopping cart, Upsells and Add-Ons can be configured against individual events or series to prompt purchasers to upgrade to
packages/subscriptions, or to add items to their shopping cart. The system can also be configured to generate recommendations on the shopping cart page of the online user interface. Virginia Tech would be able to recommend the purchase of a certain piece of merchandise, additional performance ticket, or associate items in conjunction with the purchase of an event.

Virginia Tech will also have the ability to configure a donation ‘pop up’ message that will appear to online or back office users upon check out that can be configured against individual events or items. This message can suggest that the user add a donation to their order. A suggested amount can be included with this message to be automatically added to the order if accepted.

The print-at-home ticket option offers compelling advertising opportunities for your organization. The print-at-home ticket is prime real estate for marketing opportunities for Virginia Tech and with your corporate partners or sponsors. Each ticket is fully customizable to include logos, coupons, and other relevant branding and marketing opportunities, such as marketing other related events the purchaser may be interested in. The print-at-home ticket can be configured for individual events or the template can be used for a series or selected events, and is immediately downloadable or can be emailed at the point of purchase.

Internet
Virginia Tech would be able to provide a tailored, branded, organization-specific, and consolidated web experience to customers accessing the internet for ticket sale. Further and at no additional cost The Center for the Arts could deploy specific vanity or message specific websites for group sales, student activities, fund raising, members only etc.

The standard features within the AudienceView web sales system are focused on tickets, seats, parking, memberships and donations, with add-on products such as merchandise, programs and bundles. The product provides an e-commerce environment that has been designed with a ‘shopping cart’ interface to enable Virginia Tech to build a common location for customers to buy online. The standard features can be extended to create a full e-commerce environment for you to effectively and efficiently communicate with your customers via the web, and transact
with those customers in a consistent way. By extending the standard features of online sales, Virginia Tech can create an environment to ensure continuous communication with their customer base, and the ability to sell many different products in the same transaction.

Featured items can be populated in a number of locations throughout the website to recommend or highlight specific pieces of content, whether informational or inventory based, depending on areas where the customer is browsing or navigating to. Within the content, links can be embedded to directly advance to a purchasing page.

**Social Media**

AudienceView recently implemented a distribution system and integration directly with Facebook that is known as “AVTiki”. “AVTiki” is the world's first fully integrated Facebook ticketing and reservation service. It leverages the tremendous potential of social commerce in that users never have to leave the Facebook network to securely complete their transactions. The innovative 'buy and reserve' feature, which differentiates “AVTiki” from other social ticketing applications, allows consumers to buy their own tickets on Facebook and offer immediate value to friends by reserving the seats beside them during the purchase process. The reservation is shared on the purchaser's Facebook timeline with their entire friends list or a group of friends he or she selects individually. These friends then log in and purchase the reserved seats using their own credit card and an access code, without leaving Facebook. This feature is a true example of social ticketing, providing the benefit of organic event promotion and event discovery with no extra effort or additional marketing spend. “AVTiki” is a separately priced distribution system and not part of the core product offering.

Features include: Buy and Reserve functionality; a consolidation social ticketing channel; in-depth customer knowledge; and social marketing tools. With over eight hundred million Facebook users such integration could prove valuable in boosting revenue by increasing traffic and user engagement. The Ticket Factory, an AudienceView client in the UK, recently used the application for an on sale of the X Factor. Additional clients such as the University of Minnesota, ArtsEmerson and the Washington Pavilion have rolled out AVTiki with great
success and a growing body of success stories on the use of the solution.

Mobile
AudienceView has deployed a mobile ticketing solution in its core product to support ticket delivery and redemption. Our team of developers essentially integrated an API with a local third party provider. This integration has allowed clients in this market to enable customers to purchase, receive and use tickets for entry, all from an interface accessed through a PDA or smartphone. As part of the Mobile Interface, AudienceView leverages best practices around web based interfaces in order to provide mobile enabled pages; for example, confirmation pages on the leading smart phones such as Blackberry, iPhones, and Android devices. In an ever changing market, such functionality will allow clients to reach their customers using a current and highly efficient sales channel. Many of our clients have expressed interest in such Mobile ticketing functionality and AudienceView will continue to develop this interface with usability, accessibility, and performance in mind. This functionality is fully integrated and has NO ADDITIONAL costs attached for set up or use.

Tablet
A new tablet interface will be introduced in AudienceView 6.4. It allows customer service representative to sell tickets, miscellaneous items and passes through a tablet, such as an iPad.

2.13 URL: The system should be able to provide a Virginia Tech URL as its source, such as artscenter.vt.edu. Confirm that this is possible with your system.

3 - WEBSITE DESIGN

3.1 Design and coding process. The ticketing agency will be responsible for providing design and coding services to implement the new ticket purchasing web pages. Describe how this process typically works and what the Center for the Arts' responsibilities will be.

3.2 Center for the Arts Brand: Design guidelines are being developed for Center for the Arts
marketing and communications. By the time the ticketing system contract is awarded, the branding should be completed. The branding guidelines will specify visual identity standards (fonts, color palettes, word marks, etc.) that will apply to the Center for the Arts website. The ticket purchasing web pages, as all Center for the Arts web pages, will need to support this brand. Will the pages designed by the ticketing system agency adhere to these guidelines?

<table>
<thead>
<tr>
<th>3.3 Design beyond ticketing pages: Can you provide design services for the entire Center for the Arts website, not just the ticketing pages? The option of designing the entire website must be priced separately in the proposal.</th>
<th>HD/E</th>
<th>F</th>
<th>Yes, AudienceView has a full team of electronic marketing specialists that can provide design services both for use with the AudienceView application as well as on a stand-alone website.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.4 Accessibility: the Web pages created by the ticketing agency should have content that is accessible to people with disabilities. Explain what features can be included to make sure content is accessible.</td>
<td>D/E</td>
<td>F</td>
<td>In addition to the ADA compliancy outlined in 2.7, AudienceView's current clients manage accessible seating in a variety of ways. Hold codes are used to restrict access to accessible seating as well as different price types. As it is possible to create any number of price types, users can be provided with access to an &quot;accessible&quot; as well as &quot;accessible (kill)&quot; price type to manage the above referenced requirement. As AudienceView provides full control over the look and feel of &quot;venue images&quot; it is possible convey specific information via the seat map, such as an area being wheelchair accessible. View from seat image functionality can also be used to add visual accessible images to seating areas. Pop up messages can be attached to seats in a venue map. Therefore, a message can be configured to pop up whenever someone selects an accessible seat, alerting the buyer that they must agree to certain terms and conditions in order to purchase that seat. These pop up messages can be configured to appear online and/or in the back office of the application. Special needs and accessibility requirements can be stored in patron accounts within user defined data fields. This data is fully reportable and can therefore appear on front of house reports for use by usher staff. Special needs from a patron account can also be printed on tickets and invoices, if necessary. Additionally, a web page(s) can be created geared towards people with disabilities to include customized images, text, and direct links to performances with accessible seating or options available, in addition to AudienceView’s ADA compliancy features.</td>
</tr>
</tbody>
</table>
## 4 - IMPLEMENTATION

### 4.1 Program manager

The contractor must provide a program manager for the duration of the implementation. Provide the name and resume of the manager likely to be assigned to the Center for the Arts implementation.

| M/E | F | We will create a Virginia Tech team, comprised of key team members. The exact number will be finalized once we better understand your organization’s specific requirements. The initial structure would include a Senior Account Executive, Account Manager, Pre-Sales Consultant, Project Manager, Business Analyst and Deployment Engineer. AudienceView employs a full team of Professional Service staff that maintain the highest level of professional and industry standards and specific assignments are made as a project goes into final negotiation. The project executive sponsor will include Maureen Andersen, VP Arts & Entertainment and Michael Bryce, VP Professional Services. |

## 5 - TESTING AND ACCEPTANCE

### 5.1 Process

Contractor must provide an explanation of the testing and acceptance process that will be followed. Testing should include all aspects of the system. Discuss the testing and acceptance methodology that will be used. Provide criteria that will be used to determine the success of the implementation.

| M/E | F | AudienceView has established a project management methodology which relies heavily on ease of use, repeatable processes, consistent framework and established guidelines for approvals. The project phases used at AudienceView are based on PMI (Project Management Institute – www.pmi.org) standards. Each project phase has well defined deliverables and activities to be met before the project can be successfully executed. This approach allows the project managers to successfully co-ordinate project resources and to oversee the project with regards to time, budget and quality, as well as manage the entire scope of the project. Data conversion is included in the Statement of Work and in all Project estimates. Further as noted above AudienceView has deep experience in multi-phased data migrations. Please refer to Project Management Methodology – Appendix H on pg 75 for a detailed description of our testing, acceptance and implementation process. |

### 5.2 Corrections

The Contractor's process should include the responsibility of making corrections and continuing to test until the system performs according to the specifications in this Scope of Work.

| M/C | F | User Acceptance Testing is primed by the client with support from the project delivery team. Throughout the execution of UAT if any bugs are identified, the client notifies the project team and the Project Manager enters the issues into the UAT Issue Log. The UAT Issue Log captures all bugs that have been identified rates their severity and business impact. The project team will work with the Project Manager to prioritize the issues and determine if they can all be resolved within the current release. If it has been determined that all issues can be resolved within the current release, then the team continues to fix the bugs. If no bugs are identified throughout the UAT process or once all bugs are resolved, the |
6 - ONSITE TRAINING

| 6.1 | **Initial training:** The contractor must offer to a maximum of 5 people the initial training. Describe the scope and length of the training. | M/E | F | AudienceView utilizes a “Train the Trainer” model, so generally training sessions only involve a limited number of client staff. The training of 5 people would be included in these sessions as required by The Center for the Arts. We provide both on-site and webinar training sessions. The Center for the Arts and Virginia Tech will need to make the appropriate staff members available when the training is on-site and will need to provide computers and internet access. We will work with The Center for the Arts to determine the best timing and scheduling for these training sessions.

Two training methods and groups apply in the AudienceView process. First, a System Administration training course is provided in order to allow the client’s staff to utilize the various reporting, administration, and configuration features in the software. Second, AudienceView trains the Trainers who will in turn train staff to utilize the system. These encompass all system users including Management, IT Staff, Ticket Sellers, and Accountants.

Training I - System Administrator
Once the Client assigns the System Administrator(s), this hands-on training allows the System Administrator(s) to work alongside AudienceView deployment staff. This training will give the Client the fundamental user configuration knowledge for the entire AudienceView system, including creating the venue/series/performances, price set-up, bundle creation, and fund codes and data. This training will also cover customizing additional fields to suit individual business practices. The training is recommended for those who will ultimately be responsible for maintaining AudienceView.

Training II - “Train the Trainer”
Key members of the Client’s staff will be trained on the basics of AudienceView. This training reviews the following functions in the product: Client contact creation, ticket order creation, ticket design, ticket exchanges, and returns, gift certificates, gifts,
(6.1 continued)

Acknowledgements, running canned reports and customizing reports. This hands-on training takes approximately one day to cover ticketing and funds development. This training is recommended for key personnel that will be using the software.

After the go-live and implementation, further web-based training and refresher courses can be requested subject to a Professional Services Fee, as the University requires.

| 6.2 | Initial administrative training: The contractor must offer to a minimum of 2 people initial administrative training. Describe the scope and length of the training. | M/E | F | As referenced in 6.1, training includes a System Administrator(s) training component that can include a minimum of 2 people as required by The Center for the Arts. |
| 6.3 | Future user training: It is desired that the contractor provide training via remote access to allow new Center for the Arts users to be trained on campus. Explain the types and frequencies of training offered, both remotely and at the Contractor's sites. | D/E | F | After the go-live and implementation, further web-based training and refresher courses can be requested subject to a Professional Services Fee, as the University requires, including training for new users. |

**AVConnect & AVAcademy**

The AVAcademy held its inaugural training sessions in Toronto in July 2012. It is a training program that further increases customers return on investment in the solution. Presented in a classroom setting courses will be offered in 2013 at the annual AVConnect Users conference in February as well as in July. Further development continues on expansion of this program. AVConnect is the AudienceView umbrella for all of its education and knowledge based activities. These include the annual user meetings; regional client AVMeetups; training webinars; the AVConnect genius bar; and the client wiki.

| 6.4 | Ongoing training: The Center for the Arts will provide ongoing training to its student and regular employees. Confirm you will grant a license to make additional copies of the contractor's documentation in either digital or paper form for future campus employee training as needed and at no additional charge. | M/E | F | AudienceView will electronically supply all user-manuals in PDF format which allows for searching, electronic viewing or printing. An online user forum and Wikipedia style user-manual are currently in development. Updated and revised documentation will be sent to the client electronically, allowing The Center for the Arts to make additional copies in either digital or paper form for their training requirements, at no additional charge. |
| 6.5 | Documentation: A sample of both system administrator and user documentation must be included with this response. Upon request, all copies will be returned at the completion of the evaluation if the proposal is not selected. | M/E | F | AudienceView Ticketing is happy to provide electronic access to our product user guides, system guides and our self help “sandbox” environment. However based on the proprietary nature of the product we will need to have an executed Non-Disclosure (NDA) in place prior to the issuing of access credentials. We have asked for this and disclosed this information via the proper outlined channel of communication with the Contract Officer prior to this response and also disclosed as a |
### 7 - SUBCONTRACTING

**7.1 Subcontracting or outsourcing plans:** If the contractor plans to subcontract or outsource any portion of the work, explain in detail what the subcontractor will perform.

| M/E | F | AudienceView has contracted with Q9 Networks (www.Q9.com) for a portion of our hosting services. |

**7.2 References for subcontractors:** If subcontracting any portion of this contract, proposal must include subcontractor references.

| M/E | N | AudienceView is primarily responsible for all services delivered under contracts with customers. We do however, use a reputable, highly secure, mission-critical application co-location hosting provider to deliver a portion of the hosting services should Virginia choose to have AudienceView host the software. |

### 8 - SOFTWARE SUPPORT

**8.1 Support structure:** Contractor will define the tiered support structure for the ticketing system. This support structure should allow for multiple layers of support ranging from escalation of critical failures requiring immediate support to simple requests for improvements. A critical failure is defined as an inaccessible system or sub-system, either administrative or end-user. An urgent need is defined as a problem urgent enough to require quick attention.

| M/E | F | AudienceView utilizes SupportForce to provide streamlined customer support including the ability to track support items through mobile devices. |

- **24x7 On-Call Support** available by Phone or Email: Also, entering a “Priority 1” ticket via the SupportForce Portal triggers alarms that alert the on-call staff and senior management. 9:00am-5:00pm M-F (EST) (416) 687-2001
- **After-hours on-call critical support:** +1 (647) 402-4132 or email to oncall@support.com or log a ticket in SupportForce via customer portal
- **Online SupportForce Ticket Portal:** This is the primary method for clients to open tickets with Support. Each Client has a personal login to the SupportForce System to open, review status, and manage their Support Tickets.
- **Email:** avhelpdesk@audienceview.com - this will automatically create a support ticket in SupportForce

The provision of support services from three locations, in three major time-zones provides AudienceView’s customers with continual access to qualified resources for sixteen of any twenty-four hours Monday to Friday. All local offices provide standard business day support from 9am to 5pm Monday to Friday. Reported issues can and will be responded to by Support staff from other locations within their standard business day where possible.

In addition, a 24x7 ‘On-Call’ service is provided for Priority 1 issues reported outside of standard business hours. At this time, this service is provided only from the Toronto office but is available to all AudienceView customers worldwide, providing the assurance that there is a qualified and knowledgeable resource available at any time of the day or...
### 8.2 Methods of contact and response times:

Support should include email contact plus a toll-free support phone number with guaranteed response times of: within 4 hours, 7 days a week for critical failures or emergencies; 1 business day for urgent needs; and 5 business days for bugs. If a critical failure or emergency requires a physical shipment, the shipment should be made overnight delivery at the expense of the contractor. For urgent needs and bugs, any shipment will be a 2-day at contractor's expense.

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<tr>
<td><strong>M/E</strong></td>
<td><strong>F</strong></td>
</tr>
<tr>
<td><strong>AudienceView</strong> has a standard support agreement within each contract which outlines response times. We sign all customers to the same support agreement. For Priority 1 issues, we respond 24/7/365 within a very short time. For other issues, our response is also very prompt and depends on the severity of the issue. Please see support agreement as a schedule within the attached template contract.</td>
<td><strong>The Center for the Arts will be assigned an Account Manager to engage with on their long term strategic goals, and to assist in resolving any problems. The Accounts Management team will bring arts, not-for-profit and industry expertise as well as sensitivity, experience and strength to relationship and will afford The Center for the Arts with strong technology partnership.</strong></td>
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### 8.3 Escalating problems:

There must be a clear and fast path for Center for the Arts to escalate problems, including up-to-date contact information to the Contractor's proposed support system.

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<td><strong>D/E</strong></td>
<td><strong>P</strong></td>
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<tr>
<td><strong>AudienceView</strong> Online SupportForce Ticket Portal is the primary method for clients to open tickets with Support. Each Client has a personal login to the SupportForce System to open, review status, and manage their Support Tickets. Additionally, AudienceView has created a client-centric website called “AVConnect” that allows networking with other clients, in addition to releasing product information, best practices, case studies, product documentation, etc.</td>
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### 8.4 Online support:

It is desirable that the contractor has an online support site so that users may have access to the latest product versions an updates, an extensive knowledge base, FAQs, in-depth technical documentation, diagnostic and developmental tools, forums, etc.
### 8.5 Updates and upgrades

Software updates and upgrades should be included in the renewal price for maintenance.

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<tr>
<td><strong>D/E</strong></td>
<td><strong>P</strong></td>
<td>The Center for the Arts would work with the Professional Service, Account Management and Sales Support staff to determine if and when they choose to do an upgrade once any new versions or upgrades are released. Typically clients do at least one and possibly two upgrades during the lifetime of a five year agreement based on many different business criteria. The new functionality, enhancements, and upgrades to software are included in your license purchase. Any upgrade/hotfix installations are planned in consultation with The Center of the Arts to ensure minimal business interruption outside of their core operating hours. However, there is a Professional Service cost for the man-hours to do the upgrades and the training. As part of the implementation process for system upgrades, an AudienceView Business Analyst provides training around new features.</td>
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### 8.6 Contacts

There should be named support contacts that become familiar with the Center for the Arts installation.

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<td><strong>D/E</strong></td>
<td><strong>F</strong></td>
<td>After the client Go Live, the Project Manager and the Support Manager have a transition meeting with client. This is an opportunity to introduce the client to the support team and officially transfer them to support. At the meeting, key contact information is provided to both the client and support procedures are reviewed. Once the meeting is complete, The Center for the Arts first point of contact now becomes the support team and the term of the support agreement begins.</td>
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### 8.7 Community of users

There should be a website that fosters communication between the community of ticketing system users.

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<tr>
<td><strong>D/E</strong></td>
<td><strong>F</strong></td>
<td>As referenced in 8.4, AudienceView has created a client-centric website called “AVConnect” that allows networking with other clients, in addition to releasing product information, best practices, case studies, product documentation, etc. This site has been quickly adapted by AudienceView’s client base and is fast becoming the place to learn from other clients as well as receive releases from the AudienceView team.</td>
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### 8.8 Community meetings

There should be periodic meetings of the community of ticketing system users.

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<tr>
<td><strong>D/E</strong></td>
<td><strong>F</strong></td>
<td>AudienceView hosts an Annual Users meeting called “AVConnect”. Our next upcoming 3 day user’s conference and academy will be held in San Diego, California from Feb 26-28, 2013. AudienceView further provides regional client AVMeetUp meetings throughout the year. There are 9 meet ups planned in 2013 including one in the southeast US.</td>
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### 8.9 Applications access

There should be access to applications developed by the community of

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<tr>
<td><strong>D/E</strong></td>
<td><strong>F/P</strong></td>
<td>AudienceView will ultimately create a Client Account Team for The Center for the Arts</td>
</tr>
</tbody>
</table>
which will be comprised of key team members. Part of this team's responsibility will be to work with key staff to obtain input on product enhancements, identify opportunities for additional product offerings to enhance the Center’s outcomes, ROI and much more. This account structure has ultimately allowed AudienceView to keep pace with all emerging technologies which may be of use for any number of our existing and future clients. As most developed functionality is designed for inclusion within our core product offering, one organization's development requirements often becomes another organizations value added benefit. This interaction with our clients allows us to consistently deliver new functionality that meets and often exceeds what is considered an industry standard. As functionality is developed into new product releases, the access is subject to Virginia Tech’s decision to upgrade, subject to any professional service fees involving man-hours.

### 9 – PCI COMPLIANCE

| 9.1 Confirm compliance: Vendor represents and warrants that for the life of the contract and/or while Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the Vendor in the event Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any | M/C | F |
(9.1 continued)

Cardholder data.
**ATTACHMENT E – PRICE FORM**

<table>
<thead>
<tr>
<th>Line #</th>
<th>Sub-Line</th>
<th>Description – The Price From is based on AudienceView Option A Enterprise License however AudienceView has provided multiple pricing options. Hardware costs which are not part of the Software solution are not included. Additional information and details can be provided upon request.</th>
<th>Price or Percentage</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td>Proposed full solution price for goods and services – This description and price shall include all goods and services for everything needed to fulfill the Functional Requirements and Features as detailed in this RFP, to include at a minimum all planning, implementation, testing, training, production, software, maintenance, and service for initial set-up and first year of production, inclusive of onsite and off-site services and travel. Provide discrete menu options with clearly articulated tasks and associated costs.</td>
<td>$168,470</td>
</tr>
<tr>
<td>1.1</td>
<td></td>
<td>Set-up and year one non-recurring expenses - Enter in this block exactly what one-time goods and services are included for Line # 1 that are one-time expenses for initial set-up and the first year of production. Enter the price for each good/service in the column to the right.</td>
<td>Travel &amp; Expenses $10,685  Professional Services $80,400</td>
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<tr>
<td>1.2</td>
<td></td>
<td>Set-up and year one recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 1 for initial set-up and the first year of production. Enter the price for each good/service in the column to the right.</td>
<td>eMail $1,885  Hosting $18,000  Support $12,500</td>
</tr>
<tr>
<td>1.3</td>
<td></td>
<td>Subsequent years recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 1. Enter the price for each good/service in the column to the right – note - the price may be entered as a fixed amount or a percentage increase or decrease of the prior year price, with zero indicating no price increase.</td>
<td>eMail $1,885  Hosting $18,000  Support $12,500  Upgrade $25,000 (optional)</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Content Management System (CMS) – If not included in Line # 1, this description and price shall include all goods and services for the proposed CMS essential to fulfill Functional Requirements and Features as detailed in this RFP, to include at a minimum all planning, implementation, testing, training, production, software, maintenance, and service, inclusive of onsite services, travel, offsite services and travel.</td>
<td>N/A $0.00 CMS is included in software  Optional Design Services $1,200/day</td>
</tr>
<tr>
<td>2.1</td>
<td></td>
<td>Set-up and year one non-recurring expenses - Enter in this block exactly what one-time goods and services are included for Line # 2 that are one-time expenses for initial set-up and the first year of production. Enter the price for each good/service in the column to the right.</td>
<td>Included $0.00</td>
</tr>
<tr>
<td>2.2</td>
<td></td>
<td>Set-up and year one recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 2 for initial set-up and the first year of production. Enter the price for each good/service in the column to the right.</td>
<td>Included $0.00</td>
</tr>
<tr>
<td>2.3</td>
<td></td>
<td>Subsequent years recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 2. Enter the price for each good/service in the column to the right – note - the price may be entered as a fixed amount or a percentage increase or decrease of the prior year price, with zero indicating no price increase.</td>
<td>Included $0.00</td>
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<tr>
<td>3</td>
<td></td>
<td>Additional and optional consulting services hourly rate – This price is expected to include the hourly rate for consulting services for additional work agreed upon by the Center for the Arts as outside the scope of the base software installation. One hundred (100) hours at the stated hourly rate will be used in the evaluation of the financial proposal, but the Center for the Arts will not guarantee the inclusion of any consulting services in the actual contract or potential resulting orders.</td>
<td>$150/hour for an 8 hour day or $1,200/day</td>
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<tr>
<td>3.1</td>
<td></td>
<td>Enter in this block the skill-level category or categories to match the hourly rate for Item # 3 and enter the hourly rate in the column to the right. – Professional Services</td>
<td>$150/hour for 8 an 8 hour day (1200/day)</td>
</tr>
</tbody>
</table>
|   | **Optional web design services** –  
  **This price is expected to include the hourly rate for web design services if agreed upon by the Center for the Arts as outside the scope of the base software installation.** | $150/hour or $1200/day |
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<tr>
<td>4</td>
<td><strong>4.1</strong> Enter in this block the skill-level category or categories to match the hourly rate for Item # 4 and enter the hourly rate in the column to the right. – Professional Services</td>
<td>$150/hour for an 8 hour day ($1200/day)</td>
</tr>
</tbody>
</table>
|   | **Optional web hosting services** –  
  **This price is expected to include all goods and services for everything needed to fulfill a full web hosting service services if agreed upon by the Center for the Arts as outside the scope of the base software installation, to include at a minimum all planning, implementation, testing, production, software, maintenance, and service for initial set-up and first year of production, inclusive of onsite and off-site services and travel.** | N/A as it is Inclusive $0.00 |
| 5 | **5.1** Set-up and year one non-recurring expenses - Enter in this block exactly what one-time goods and services are included for Line # 5 that are one-time expenses for initial set-up and the first year of production. Enter the price for each good/service in the column to the right. | Inclusive $0.00 |
|   | **5.2** Set-up and year one recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 5 for initial set-up and the first year of production. Enter the price for each good/service in the column to the right. | Inclusive $0.00 |
|   | **5.3** Subsequent years recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 5. Enter the price for each good/service in the column to the right – note - the price may be entered as a fixed amount or a percentage increase or decrease of the prior year price, with zero indicating no price increase. | Inclusive $0.00 |
|   | **Other options** –  
  **This price is expected to include the total price of any optional related functionality that is not essential to fulfill Functional Requirements and Features as detailed in this RFP, to include at a minimum all planning, implementation, testing, training, production, software, maintenance, and service for initial set-up and first year of production usage, inclusive of onsite services, travel, offsite services.** | AVTiki Facebook Distribution $1.00/ticket Additional Option Training $12,000 |
| 6 | **6.1** Set-up and year one non-recurring expenses - Enter in this block exactly what one-time goods and services are included for Line # 6 that are one-time expenses for initial set-up and the first year of production. Enter the price for each good/service in the column to the right. | AVTiki Configuration PS 5 Days @ $1200 = $6,000 2 Training bands @ 5 Days each/$1,200/day |
|   | **6.2** Set-up and year one recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 6 for initial set-up and the first year of production. Enter the price for each good/service in the column to the right. | N/A |
|   | **6.3** Subsequent years recurring expenses - Enter in this block exactly what recurring goods and services are included for Line # 6. Enter the price for each good/service in the column to the right – note - the price may be entered as a fixed amount or a percentage increase or decrease of the prior year price, with zero indicating no price increase. | N/A |

Please see the next page for our detailed Pricing Proposal.
Pricing

AudienceView provides a number of flexible pricing options to suit our customers’ specific requirements and business models.

A summary of the options are provided below:

AudienceView is pleased to offer the following pricing options to The Center for the Arts at Virginia Tech:

- Option A: Enterprise License with Hosting
- Option B: All In Hosted Per Unit

Additional Information (Valid for either option):

- AudienceView does not charge any additional fees for online sales; therefore The Center for the Arts will have complete control over all revenue streams.
- AudienceView does not charge on a per-user or concurrent user basis; therefore an unlimited number of users are offered. We encourage all members of the Center for the Arts team to use the application for ticketing, fund raising, marketing and CRM.
- AudienceView does not charge on a per module basis. All functionality in the application, including business intelligence, fund raising, memberships, reports, ticketing, CRM, CMS, access management, mobile integration, and web sales are included in the prices listed below.
- All of our pricing is based on annual volume of unit sales and a standard contract with AudienceView is over a five year term.
- Initial pricing is set based on estimates based on experience; prices are further based on assumptions as AudienceView was given no or limited on anticipated or actual sales, attendance or projections. All figures will be revised as necessary and based on further information being provided to AudienceView. Professional Services fees are in addition to the enterprise license (Option A) and are listed below for your review and are included in the All In Per Unit (Option B).
- AudienceView does not collect any ticket or fee monies for any sales therefore all revenue, regardless of type or channel, are deposited directly into the Center for the Arts account. The Center for the Arts and Virginia Tech is therefore free to negotiate the lowest possible rates directly with their processor for their business.
- All pricing is in USD $
PROPOSED COST OF SYSTEM

Option A – Enterprise License (Perpetual) with Annual Hosting & Support

The Center of the Arts at Virginia Tech would purchase the AudienceView license through a one-time up-front fee and pay an annual fee for support, maintenance and hosting. In this model, AudienceView would host all system servers with the Center for the Arts being responsible for purchasing and managing all customer premise equipment and hardware. There will be no additional charges for online sales or fundraising (up to 20,000 donation transactions/year). The Perpetual Enterprise License is a one-time upfront payment that will allow The Center for the Arts to process 100,000 units (unit defined as any sellable item) plus 10% allowable comps per annum for the lifetime of the product with support and hosting being an additional annual cost. Additional upfront costs for this option will include the Professional Services cost for the installation/migration/training; the Travel/Expenses for the installation/migration/training; the AVTiki Facebook distribution system configuration; upgrades; and any design services. All of these additional costs are outlined below. Whereas this option has the higher upfront purchase cost burden over time and the length of a contract the costs go down immediately in year number two allowing for a faster organizational return on investment.

The pricing below reflects an overall 10% preliminary discount for the one-time up-front license fee and the annual support and hosting plus NO charge on tax deductible donations and allowable comps.

Control – With the AudienceView licensing model, you are in complete control of all revenue streams and your brand. All service changes, processing, handling and delivery fees are yours to set and keep. You maintain complete control over your brand and your user experience.

<table>
<thead>
<tr>
<th>Maximum Unit Volume per annum+</th>
<th>Up Front License Fee</th>
<th>Annual Support and Hosting</th>
</tr>
</thead>
<tbody>
<tr>
<td>100,000*</td>
<td>$45,000</td>
<td>$30,500</td>
</tr>
</tbody>
</table>

+10% allowable comps & up to 20,000 donation transactions per annum for the lifetime of the product
*A $0.44 cent per unit fee will be applied to units that exceed the 100,000 annual volumes.

Option B – All In Per Unit with Inclusions

The following all in per unit price includes the use of the software, hosting services as well as the maintenance and support of the product, eMail Campaign Manager, and the Professional Services for installation/migration. Additional inclusions in this model are the AVTiki Facebook distribution system configuration days plus four days of training per year of the agreement and the cost of one upgrade. There will be no additional charges for online sales – you keep your own revenue! In this model, AudienceView would host all system servers with the The Center for the Arts being responsible for purchasing and managing only customer premise equipment and hardware. This option is more of SaaS pricing option and has virtually no upfront costs other than the Travel/Expenses outlined below and only as incurred. Low upfront costs coupled with the amortized costs over a four year agreement provides for predictable, stable and locked in annual costs and a measured organizational return on investment by leveraging fees against the annualized nature of the costs.
The pricing below reflects an overall 10% preliminary discount for the one-time up-front license fee and the annual support and hosting plus NO charge on tax deductible donations and allowable comps.

<table>
<thead>
<tr>
<th>Minimum Unit Volume per annum</th>
<th>Per Unit Fee</th>
<th>Annual Support &amp; Hosting Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>100,000*</td>
<td>$0.87</td>
<td>Inclusive</td>
</tr>
</tbody>
</table>

*10% allowable comps & up to 20,000 donation transactions per annum for the lifetime of the product.

**Campaign Manager eMail Distribution**

The eMail distribution tool is available for those clients that wish to utilize it. AudienceView recognizes that many organizations and institutions have previously negotiated contracts with 3rd party vendors for this service; therefore this is optional functionality both for use and pricing. AudienceView has made a preliminary estimate on email distribution numbers and anticipates refinement to the numbers may occur upon further discussions. The Center for the Arts may continue to utilize their current vendor or move to AudienceView at their discretion. AudienceView has made a preliminary estimate below and The Center for the Arts may utilize the eMail distribution at the following discounted rates for the contract term. This is an add-on annual cost for Option A and is an inclusion in Option B:

<table>
<thead>
<tr>
<th>Set Up Fee</th>
<th>Maintenance Fees</th>
<th>Annual Fee</th>
<th>Allowable Yearly Maximum*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waived</td>
<td>Included</td>
<td>$1,885</td>
<td>1,200,000</td>
</tr>
</tbody>
</table>

*In the event that a given month exceeds the maximum allowable total an overage fee of $0.08 will be applied for each additional eMail sent.
Professional Services: Implementation and Training
Hosted by AudienceView

For budgetary purposes we are able to provide the following as high-level preliminary estimate of what The Center for the Arts at Virginia Tech can expect for the Professional Services component of this project. This preliminary estimate is based on the currently available and limited information provided. These tasks will be reviewed and adjusted as appropriate during a final agreement negotiation and to create a final Statement of Work (SOW) that will reflect The Center for the Arts at Virginia Tech’s requirements. Further requirements may be discovered during the Business Analysis workshop phase of the project. The Professional Services cost of $80,400 (67 Days @ $1,200/day) fee is an upfront cost in addition to the License for Option A however it is an inclusion in Option B.

<table>
<thead>
<tr>
<th>Task</th>
<th>Effort</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Planning &amp; Management</td>
<td>11.5</td>
<td>Includes effort to define project plan, and manage and track the implementation effort against said plan (i.e. manage issues, risks, schedule, resources, budget, etc.). Includes facilitation of all project communication for the duration of the project. Assumes Customer assigns a dedicated project manager for their implementation team.</td>
</tr>
<tr>
<td>Infrastructure Setup</td>
<td>3.0</td>
<td>Includes remote support of the Customer’s IT team during hardware installation and setup of the new AV application instance. Assumes the Customer has staff to deploy and install network, application server and database server infrastructure. Assumes the Customer will also provide network access to AudienceView project resources.</td>
</tr>
<tr>
<td>Status Meetings</td>
<td>4.5</td>
<td>Includes a weekly project status meeting for the duration of the project. Assumes that an average of three (3) AV resources will attend these meetings.</td>
</tr>
<tr>
<td>Installation Support</td>
<td>5.0</td>
<td>Includes the configuration and installation of SSL certificates, payment gateway, printers, scanners, etc. Includes an AudienceView resource to provide technical configuration support. Assumes Customer makes relevant IT staff available to coordinate configuration.</td>
</tr>
<tr>
<td>Requirements Gathering &amp; Analysis</td>
<td>7.0</td>
<td>Includes an AudienceView resource to analyze the Customer’s business practices and requirements, reporting analysis and to provide initial configuration training.</td>
</tr>
<tr>
<td>Training</td>
<td>8.0</td>
<td>Includes an AudienceView resource to provide training. Training model is based on “train the trainer”.</td>
</tr>
<tr>
<td>Configuration Support</td>
<td>4.0</td>
<td>Configuration support which would include responding to the Customer’s inquiries during the production configuration of the system.</td>
</tr>
</tbody>
</table>
### CMS - Web Implementation

1.0

Includes minimal branding support using the style sheets provided as part of core product. Includes the deployment of a mobile channel.

### AVTiki Facebook Distribution Tool

0.0

Out of Scope

### Data Migration

15.0

Includes the migration of up to 500,000 patron (customer) account data from Customer’s legacy system. Includes the migration of up to 1,250,000 historic admissions.

Out of Scope - Live Admissions
Out of Scope - Donations
Out of Scope - Miscellaneous Items
Out of Scope - Memberships

### Development / QA

0.0

Assumes there is no requirement for custom development.

### UAT Support

3.0

Includes remote support during the Customer’s acceptance testing.

### Go-Live Support

5.0

Includes an AudienceView resource for business and technical go-live support.

### Total Effort

67.0

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**Assumptions**

- Standard daily rate for these services is USD $1,200 per 8 hour day for this preliminary proposal.
- Assumes that business practices, and processes in Customer’s target market are consistent with the architecture and functionality provided within the AudienceView application.
- This does not include the development of any custom reports or any custom interfaces to external systems.
- Additional custom work or integrations will be assessed during the Requirements Gathering and Analysis phase and effort will be charged at the daily rate of USD $1,200 per 8 hour day.
- The Customer is responsible for procuring its own Merchant ID(s) and SSL certificate.
- The Customer is responsible for procuring its own payment gateway service provider as recommended by AudienceView.
- Payment Gateway integration assumes the use of an AudienceView supported payment.
- Does not include kiosk configurations at this time.
- Does not include any mobile/offsite box office configuration.
- Data migration effort to be reassessed upon finalizing data migration requirements with the Customer.
- Expenses incurred for on sites will be invoiced to Customer. See Expense Estimates above.
- This assumes that Customer will make available all relevant staff during the project.

**Expense Estimates**

Travel / Expenses are estimated and are invoiced as incurred. They are upfront costs for both Option A & Option B pricing. Travel expenses are estimated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Staff</th>
<th>Days</th>
<th>Flight</th>
<th>Hotel</th>
<th>Transport</th>
<th>Per Diem</th>
<th>Total†</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analysis</td>
<td>1</td>
<td>4</td>
<td>$1,000</td>
<td>$150</td>
<td>$60</td>
<td>$70</td>
<td>$2,305</td>
</tr>
<tr>
<td>Project Management</td>
<td>1</td>
<td>2</td>
<td>$1,000</td>
<td>$150</td>
<td>$60</td>
<td>$70</td>
<td>$1,745</td>
</tr>
<tr>
<td>Installation</td>
<td>1</td>
<td>4</td>
<td>$1,000</td>
<td>$150</td>
<td>$60</td>
<td>$70</td>
<td>$2,305</td>
</tr>
</tbody>
</table>
### Other Optional Professional Services

#### Additional Training

AudienceView recommends budgeting for additional training once the project is completed. This includes one AudienceView resource onsite for four (4) days to provide additional training and configuration.

- Standard daily rate for these services is USD $1,200 per 8 hour day
- Additional or annualized training is an add on for Option A and is an inclusion on Option B
- Expenses incurred for the onsite will be invoiced to Customer.

#### Design Services - Venue Images & Web Design

AudienceView can assist with the creation of the Overview and Detailed venue images & web design as needed for the AudienceView system. The following is the price matrix for this service:

<table>
<thead>
<tr>
<th>Days</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$2,400</td>
</tr>
<tr>
<td>2</td>
<td>$3,600</td>
</tr>
<tr>
<td>3</td>
<td>$4,800</td>
</tr>
<tr>
<td>4</td>
<td>$8,400</td>
</tr>
</tbody>
</table>

#### Design Services – Logo

The AudienceView Web Delivery team offers logo design services as well. This includes the following:

- Provide three (3) draft logo options based on the Customer’s design direction to AudienceView. Customer will be permitted to provide input two times after creation of the 3 logo options for design fine tuning.
- Provide a 4 color and 1 color logo in gif, eps, and jpg file formats (including file for home page header, ticket watermark (in color), print, ads (in color and black/white). Customer will own artwork (including logo).
- Provide a brief style guide for new logo and site.
- This does not include event related imagery.
- This effort is estimated at ten (10) days.
- Standard daily rate for these services is USD $1,200 per 8 hour day.

#### AVTiki Distribution Channel – Optional Use Add On

“AVTiki” is the world’s first and only fully integrated Facebook ticketing and reservation service. It leverages the tremendous potential of social commerce in that users never have to leave the Facebook network to securely complete their transactions. The innovative ‘buy and reserve’ feature, which differentiates “AVTiki” from other social ticketing applications, allows consumers to buy their own tickets on Facebook and offer immediate value to friends by reserving...
the seats beside them during the purchase process. The reservation is shared on the purchaser's Facebook timeline with their entire friends list or a group of friends he or she selects individually. These friends then log in and purchase the reserved seats using their own credit card and an access code, without leaving Facebook. This feature is a true example of social ticketing, providing the benefit of organic event promotion and event discovery with no extra effort or additional marketing spend.

Features include: Buy and Reserve functionality; a consolidation social ticketing channel; in-depth customer knowledge; and social marketing tools. With over eight hundred million Facebook users such integration could prove valuable in boosting revenue by increasing traffic and user engagement.

**AVTiki Terms:**

- Professional Services Days  5 @ $1,200
  - Configuration PS days is an optional add on for Option A and is an inclusion on Option B
- Software at No Additional Cost for either Option A or Option B
- $1/ticket for all tickets sold through the distribution channel and is valid for both Options A or Option B

**Hardware**

AudienceView does not traditionally include hardware as part of our installation process as we have found that our clients are better positioned to leverage their own relationships, sponsorships and vendor partnerships as well as any appropriate not-for-profit or educational grants, programs or discounts. However, we do have a multiple options for hardware inclusion including a “lease to own” program, hardware pricing allowances, credits or incentives. The AudienceView solution has many modern technology solutions for hardware including technology for scanning, credit card processing, ticket printers that are more efficient than more legacy solutions. Hardware no longer has to be a complicated or expensive proposition. Therefore AudienceView would need to work with The Center for the Arts to do a thorough hardware audit and assessment to best address needs and costs. For example, the AudienceView solution allows for the networking of ticket printers therefore the legacy system 1:1 ratio is no longer necessary and we are an authorized reseller of BOCA ticket printers, which is the recommended ticket printer for use with the ticketing platform; AudienceView can be ran from multiple operating systems including MAC; AudienceView has a mobile & tablet integration to leverage more nimble options; and we are developing an iPhone scanning solution as well. We realize and understand the need to project some costs for hardware acquisition and we have provided a baseline figure based on the available information and prior to any detailed discussions or incentives.

<table>
<thead>
<tr>
<th>Gross Hardware Estimates</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 PC set ups</td>
</tr>
<tr>
<td>7 cc swipes</td>
</tr>
<tr>
<td>10 Printers</td>
</tr>
<tr>
<td>12 Scanners</td>
</tr>
<tr>
<td>Servers</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
</tr>
</tbody>
</table>

Audience View’s core value proposition is twofold – to deliver compelling Return on Investment by reclaiming the service charges associated with external ticketing services, and to regain control of the valuable information pertaining to and organization’s customers. In the short term, expenses are reduced; in the longer term, the system can be used to develop a complete picture of an organization’s customers, thereby significantly enhancing the “Patron Experience” from every touch point.
June 23, 2011

Harry Kassabian
Audience View Ticketing Corporation
312 Adelaide Street W Suite 700
Toronto, ON M5V1R2
Canada

Re: AudienceView 5.1

Dear Mr. Kassabian:

This letter is to inform Audience View Ticketing Corporation that its payment application, AudienceView 5.1, has received a grade of PASS from the PCI Security Standards Council (the “Council”) Quality Assurance Team. Your PA-QSA has been notified of this grade as well. This letter does not represent an endorsement of the Application, but rather validation that the minimum documentary requirements have now been met.

Having achieved a passing grade, the Council will list the Application on its Validated Payment Application List once your invoice has been paid.

Please feel free to contact me with any questions you may have about this process.

Cheers,

Dia Black
PCI Security Standards Council
PCI Program Manager
D:+1-781-876-6225
F: +1 781 224 1239
dblack@pcisecuritystandards.org
ATTACHMENT G – SYSTEM ARCHITECTURE

AudienceView provides quick and easy integration within your current environment. AudienceView Software is built on industry standard Microsoft Windows 2008 Server® and Active Server Pages (ASP). This provides AudienceView with an open platform enabling quick data migration and integration with third party systems, allowing you to pull separate databases into a single system. Unlike our competitors, the AudienceView solution is designed with the Web in mind. Using a browser based interface, we can quickly and easily deploy the application to as many employees in your organization as you like, without the need to install AudienceView software on their PCs. This also provides an excellent way to extend your sales organization to include third-party call centers, fulfillment companies and agents, when and if applicable, to outsource administration or satisfy peak demand periods. Employees working remotely or from home can also access the system easily from their home computers if connected to your corporate network. Additionally, AudienceView fully realizes the shift from traditional channels towards online sales and customer care. These functions are not secondary, add-on modules to our solution, but are fully integrated into our core application. This ensures that we can rapidly extend this functionality to stay ahead of the trend, and provide real-time, fully integrated access to all application data through any of our interfaces, box-office, group sales, outlets, or online.

The AudienceView application is architected in a way that allows it to respond to changes in business needs without changes in the core application. As new applications are added into an operator’s environment, they can be integrated with the AudienceView business layer to create complete, interactive, real time enterprise solution. As business increases, application servers can be added into the environment to handle the load. This is not true for more basic, 2 layer architecture since the business functionality is hidden inside of a single client side program. Also, in this kind of an application all of the business functionality is maintained between the database server and the client. This typically results in a higher load on the database and requires larger database servers. As the number of CPUs in the database server increases, the cost of performance goes up exponentially and is ultimately limited by the largest single server that can be purchased. With the AudienceView platform, the business functionality is all maintained within the application servers which can be added as needed. Interaction with the database servers is primarily for data retrieval and updating. A very small database server can handle a very large number of transactions of this type and application servers can be added using low cost appliances that keep the total cost of ownership very low.

The AudienceView application has been designed from the ground up with a dedication to ease of use and accessibility. This dedication flows from the user interface to the architecture to create an open implementation that allows ease of extensibility without losing any of the application functionality and scalability. All features of the application are available through the APIs and all development and testing performed by AudienceView use the same interfaces available to external development teams. The interfaces are Windows DLLs written in C++. Interfacing is through common calls and COM interfaces which are supplied. Additional XML and XSLT interfaces are included as part of the core package. Interfaces can be access from common platforms such as ASP and ASPX using development languages such as C#, VB and JScript. Batch functions are provided through a standard XML interface that allows scripting of input.

The application has a well defined presentation, business and data layer. This allows for functionality like data filtering and different application “skins”. In addition, the application is divided into functional components. Adding or updating components is easy and allows for rapid introduction of new functionality.
These concepts allow for upgrading the underlying APIs with minimal impact on functionality which extends the core. Upgrades are as simple as replacing the DLLs and new functionality can be taken advantage of as it becomes available.

All facilities in the application are accessed through the same methodology. Once the access strategy is understood, it can be applied to all of the business components that are available. Security links directly to the business components as does audit and logging. Interfacing with the application happens primarily at the business layer.

**Security and Inventory Management**

AudienceView has been built from the ground up to provide a complete level of control over what users can do and what they can access. Depending on the role and permissions of the user, access to areas of the application can be controlled down to the field level. Also, business controls about what inventory is available and how much of any inventory can be purchased can be configured in the system.

The system also provides the ability to track exactly how many seats a customer has purchased as well as how many seats they have used. This was a unique requirement of the English Football League to track who was sitting where and limit how many seats I can purchase as well as forcing me to identify how is sitting in each seat. These types of controls are built right into the application infrastructure and are provide regardless of the interface methodology.

The application manages groups, users and roles. All of these functions are implemented in the core of the application server and all objects are controlled but the security subsystem. The functions controlled through security include:

- Management of the user's allowed actions, data filtering and attributes
- Management of business functions through roles which control of price types, hold zones, payment methods, etc.
- Users can be assigned customer accounts that limit access to only that customer's information and purchasing ability

In addition, content management can be used from the application to manage workflow and further control visibility to secure application areas. This functionality can be integrated into third party application through functions in the SUMO.
**Tracking, Reporting and Auditing**

All actions that can be performed in the system are tracked against the time, date, source, user, role, etc. of the action. This allows AudienceView to report on all tickets that we purchased, who bought them, how many and when. Patterns can then be searched for (like repeated buying of 10 tickets each day) against any information that is collected such as a driver’s license.

This data can then be used to flag suspect customers so that they can no longer purchase tickets.

In addition, all functions in the system are audited. Anything that is updated has a before and after image stored in the database. Facilities are provided for searching previously performed actions and maintain information about who, what, where and when with action was performed.

**Layered, Component Based Architecture**

The application has a well defined presentation, business and data layer. This allows for functionality like data filtering and different application “skins”. In addition, the application is divided into functional components. Adding or updating components is easy and allows for rapid introduction of new functionality.

These concepts allow for upgrading the underlying APIs with minimal impact on functionality which extends the core. Upgrades are as simple as replacing the DLLs and new functionality can be taken advantage of as it becomes available.
**Application Platform Implementation (Core APIs)**

The AudienceView application is a Windows based application. It operates within the Windows architecture and can be easily managed with existing tools. Anyone with a Windows development background should be at home working with the application.

Due to the web based architecture of the application, it is easy to use the interface from anywhere. Developers can install the application their local machine for development work and promote it to a common test platform when distributed access and evaluation is required. Patches can be applied easily to the application servers through simple ASP changes that are immediately reflected to the user base.

AudienceView does not depend on any proprietary technologies. The core user interface technologies are DHTML and SVG as defined by the World Wide Web consortium (W3C). In addition, the application uses SQL and SMTP to communicate with other platforms. The schema is open for reporting and extraction with a XML definition that includes table and column descriptions.

The application does not use any special ports for communication so it can be deployed in almost any TCP/IP based environment. The application has been designed to run on SQL Server 2005 and Windows Server 2008.

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**XML Interfaces**

All business and collectionn object in the system can describe their current state in XML. This capability lends itself to implementing any interfacing between the application and the users with XSLT. XSL templates are used in the application for confirmation e-mails, invoices and other customer interactions. In addition, reports are also implemented with XML and XSLT. New templates can be added into the system at any time through the user interface.

Additionally, data can be uploaded into the application through XML control files with the dataloader. This facility allows for direct XML interfacing on the system objects and can even map other data sources (tables or CSV files) into API calls.
Credit Card Gateways

Another standard interface available in AudienceView is the payment-processing interface. In order to use this interface, the developer implements a standard set of functions in a C/C++ style Windows DLL. This DLL is then configured in the AudienceView Registry and attached to payment methods.

When payment of the configured types is processed through the application, the requests get sent to the DLL. The application manages calling the correct functions and tracking the responses.
The application requires session management. If the API is being used as a service, that service should maintain sessions for each different user of the service. If the user context is being managed by the service, a session pool should be maintained for performance. If the service is spread across a pool of application servers, it must ensure that the same server is used for requests against the same interface.

Once session stickiness has been taken into account, adding and removing servers can be performed with the only dependency being on the database. Application servers can be added and removed without needing to change existing servers, which allows for complete redundancy and scalability. The application is designed to allow for servers to be added on the fly to meet developing needs and all hardware can be utilized for processing.
Standard Topology

The current development environment requires an application server running Windows 2008 talking to a SQL Server database. Visual Studio .net is the development environment with an IIS/ASP web based environment.
Scalability and Future Proofing

The AudienceView application is architected in a way that allows it to respond to changes in business needs without changes in the core application. As new applications are added into an operator’s environment, they can be integrated with the AudienceView business layer to create complete, interactive, real time enterprise solution. As business increases, application servers can be added into the environment to handle the load.

This is not true for more basic, 2 layer architecture since the business functionality is hidden inside of a single client side program. Also, in this kind of an application all of the business functionality is maintained between the database server and the client. This typically results in a higher load on the database and requires larger database servers. As the number of CPUs in the database server increases, the cost of performance goes up exponentially and is ultimately limited by the largest single server that can be purchased.

With the AudienceView platform, the business functionality is all maintained within the application servers which can be added as needed. Interaction with the database servers is primarily for data retrieval and updating. A very small database server can handle a very large number of transactions of this type and application servers can be added using low cost appliances that keep the total cost of ownership very low.
In order to give you an indication of how an installation of AudienceView typically takes place, we have included a description of the AudienceView engagement process. This is a process that we have refined over time, and found to be extremely effective for ensuring that the solution that is installed meets your needs and that at the end of the installation, you will have all the knowledge needed to have full control over the day-to-day operation of the system.

AudienceView has established a project management methodology which relies heavily on ease of use, repeatable processes, consistent framework and established guidelines for approvals. The project phases used at AudienceView are based on PMI (Project Management Institute – www.pmi.org) standards. Each project phase has well defined deliverables and activities to be met before the project can be successfully executed. This approach allows the project managers to successfully coordinate project resources and to oversee the project with regards to time, budget and quality, as well as manage the entire scope of the project.

To understand the way in which an AudienceView installation occurs, it is important to consider the following elements:

- Project Management Methodology
- Project Delivery Lifecycle
- Change Request Process

### Project Management Methodology

The purpose of establishing a project methodology is to create repeatable processes as well as to provide consistency among project managers. An effective project methodology is easy to use, repeatable, provides a consistent framework and allows for flexibility. The project Management methodology in place allows AudienceView to have established guidelines for documentation and approvals required to proceed at different points of the project. The existing guidelines allow AudienceView to have standardized procedures and consistent terminology.

In addition to the existing project management methodology, AudienceView has established project phases that define the various project stages and allow for a repeatable project delivery process. The project phases followed at AudienceView are based on PMI standard project delivery of Project Initiation, Project Planning, Execution and Closure.

<table>
<thead>
<tr>
<th>PMI Project Methodology</th>
<th>AudienceView Project Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Initiation</td>
<td>Project Initiation</td>
</tr>
<tr>
<td>Project Planning</td>
<td>Project Planning and Management</td>
</tr>
<tr>
<td>Execution</td>
<td>Hardware Installation Support</td>
</tr>
<tr>
<td></td>
<td>Requirements Gathering and Analysis</td>
</tr>
<tr>
<td></td>
<td>Training</td>
</tr>
<tr>
<td></td>
<td>Configuration</td>
</tr>
<tr>
<td></td>
<td>Development/QA</td>
</tr>
<tr>
<td></td>
<td>Data Migration</td>
</tr>
<tr>
<td></td>
<td>UAT</td>
</tr>
<tr>
<td>Closure</td>
<td>Go Live Support</td>
</tr>
</tbody>
</table>
The project delivery process is as follows:

- Phase 1 – Project Initiation
- Phase 2 – Project Planning and Management
- Phase 3 – Hardware Installation Support
- Phase 4 – Requirements Gathering and Analysis
- Phase 5 – Training
- Phase 6 – Configuration
- Phase 7 – Development
- Phase 8 – Data Migration
- Phase 9 – UAT
- Phase 10 – Go Live Support

Although these phases are numbered, they run concurrently throughout the life of the project. This document will review these phases as well as the following supplementary processes:

- SOW Creation
- Change Request Process

It is important to note that the process documented is the standard project delivery process, and that there are numerous variations that could occur based on the complexity of the project or the client.

**Statement of Work (SOW) Process**

The project manager is responsible for creating the Statement of Work (SOW) that is issued to potential clients. The sales team provides the PM with the following document:

**Technical Qualification Worksheet (TQW)**

This document outlines key client information and general project requirements. From this document, the PM will create the SOW.

In the SOW, the PM will outline the key project deliverables, milestones, work effort and travel expenses. Depending on the complexity of the requirements, the PM may need to consult with senior BA's, DE's or DEV primes to accurately estimate the work effort associated.

Once completed, the PM will submit the SOW back to the sales team to have signed by the potential client. Once signed by the client the client is transitioned to PS.

**PHASE 1 – PROJECT INITIATION**

This phase focuses primarily on the transition of the client from the sales process to PS. Once the client has signed the SOW, the sales team notifies the PS project manager and sends the following documentation to the PM:

- Client Contract
- SOW
- TQW
- Any additional information or documentation from the sales process that would be helpful to the project team.

The PM will log into the online resourcing tool and create the project within the tool. In addition, the PM will request for a BA and DE to be assigned to the project. Once the request is made, the resource managers are responsible to actively log into Web Resource and assign resources to the requested roles.

The PM will organize the Sales Transition meeting inviting the Account Manager and if already identified, the BA that is assigned to the project.

At the Sales Transition meeting, the Account Manager will review any key information regarding the client that will assist the PM with the project delivery; i.e. Any challenges or issues faced throughout the sales process, key requirements
identified by the client etc. At this meeting, the Account Manager will also provide a completed Analysis Questionnaire for review at the meeting. The Analysis Questionnaire covers key client information as well as an overview of the key project requirements. This document will provide as a key source of information for the BA when working with the client.

Following the Sales Transition meeting, the PM ensures to confirm the project team and enters that information into the online time entry system. At this stage, the project delivery moves on to Phase 2 – Project Planning and Management.

**PHASE 2 – PROJECT PLANNING AND MANAGEMENT**

The Project Planning and Management phase of the project delivery continues throughout the life of the project. Although it begins at this stage, the PM continues managing the project throughout the delivery.

The PM begins by contacting the client and officially welcoming them to PS. In preparation for that, the PM will update the PS Welcome letter with the client information and attach that file to the **PS Welcome Package**.

Once the PM connects with the client and provides the PS Welcome Package, planning begins for the project kick off meeting. The PM will begin pulling together the Project Workbook that will be reviewed at the project kick off meeting. The PM will invite the following people to the project kick off, client, BA, DE and if required the DEV prime.

At the project kick off meeting, the following items will be covered:

- Review Project Workbook and all elements within the document – general review of how the project will be managed.
- Review and confirmation of team contact information and roles and responsibilities
- Project Milestones - to be reviewed and confirmed
- Confirm Hardware requirements and discuss next steps for client to acquire hardware in time for the Analysis Workshop
- Review high level project requirements and any unique requirements identified
- Discuss next steps and action items

If any customization work has been identified prior to or during the kick off meeting, the DE will create the following document:

**Customization Document**

The client Customization Document is a living document that is updated with every customization that is identified and implemented for each client. Throughout the life of the project the document will be used to track all customizations for that specific client. This document will continue to be updated as the client goes into support and undergoes any upgrades. This will ensure that all changes have been identified and clearly documented so that the PS Development team is able to implement any required customizations with a full understanding of what has been competed in the past.

Following the project kick off meeting, the PM will continue flushing out the project schedule based on the confirmed milestones and distribute to the team. Although the PM continues with managing the project, the actual project phase continues on to Phase 3 - Hardware Installation Support.

**PHASE 3 – HARDWARE INSTALLATION SUPPORT**

This phase of the project can be initiated much earlier, even prior to the project kick off meeting. However, the process for this phase is fairly straightforward. The client is required to either purchase or designate hardware according to the specifications outlined in the contract during the sales phase. The client must meet those minimum hardware requirements outlined in the contract.

Once the hardware is purchased, the client needs to install and configure the hardware and finally establish remote access. When the remote access is established, the DE will confirm accessibility and install the AV software for the Analysis Workshop at which time the client will confirm the installation.

Once the hardware installation is complete, the project will move to Phase 4 – Requirements Gathering and Analysis.
PHASE 4 – REQUIREMENTS GATHERING AND ANALYSIS

In preparation for the Analysis Workshop, the BA will create an agenda and provide that to the project team. The Analysis Workshop is an on-site visit with the BA and the client project team during spanning approximately 4 days. During this visit, the BA will review the following with the client:

- Analysis Questionnaire
- Reporting Requirements
- Clarify and confirm project requirements
- Review samples provided by the client including invoices, tickets, venue maps etc.
- Conduct end user training

Following the Analysis Workshop, the BA has several documents to complete, including the following:

Workshop Analysis Document

This document is a detailed document outlining all the information gathered during the in-site visit. It outlines key client information and more detailed requirements.

Reporting Requirements Document

This document is a comparative document detailing all client reports and provides a comparison to the existing AV reports that meets the client reporting needs. Once the BA completes this document, it is sent to the client for review and sign off. The client must sign off on this document to ensure that reporting requirements are clearly understood and agreed upon by both parties. This will minimize any misunderstandings or missed requirements with respect to reporting.

Analysis Workshop Review Meeting Document

The purpose of this document is to identify any unique requirements that have been identified at the Analysis Workshop. If anything has been identified, it would be documented and an Analysis Document Review meeting will be held to review the requirement(s).

If at the review meeting new scope requirement(s) have been identified then the Change Request will be initiated to capture the item(s) and associated effort estimates from the various groups. The Change Request process and document will be outlined later in the document.

Following the Analysis phase of the project, the project moves on to Phase 5 – Training.

PHASE 5 – TRAINING

Two training methods and groups apply in the AudienceView process. First, a System Administration training course is provided in order to allow the Client’s staff to utilize the various reporting, administration, and configuration features in the software. Secondly, AudienceView trains the Trainers who will in turn train staff to utilize the system.

Training I - System Administrator

Once the Client assigns the System Administrator(s), this hands-on training allows the System Administrator(s) to work alongside AudienceView deployment staff. This training is generally conducted on-site with the Client and will ultimately provide fundamental user configuration knowledge for the entire AudienceView system, including creating the venue, price set-up, bundle creation, and fund codes and data. This training will also cover customizing additional fields to suit individual business practices. The training is recommended for those who will ultimately be responsible for maintaining AudienceView.

Training II - “Train the Trainer”

Key members of the Client’s staff will be trained on the basics of AudienceView. This training reviews the following functions in the product: Client contact creation, ticket order creation, ticket design, ticket exchanges, and returns, gift certificates, gifts, acknowledgements, running canned reports and customized reports. This hands-on training takes approximately one day to cover ticketing and funds development. This training is recommended for key personnel that will be using the software.
Training Personnel

Training of staff will be conducted by the Business Analyst assigned to work with the client to ensure continuity throughout the implementation.

Availability of on-going training and webinars

After your system’s “Go Live”, the AudienceView team will transition into our support organization, where you will have access to individuals with both a technical and industry background that will help address any support related issues. Audience View will engage with clients through webinars and other training and support opportunities. Our model of support is more of a “one-stop shop” of subject matter with our experts able to cover the A-to-Z of your installation, from Hardware to Box Office best practices. In other words, we do not support our clients from a pre-made set of scripted questions and answers, but have enough experience and knowledge within the team to cover just about any scenario.

User Documentation

AudienceView will electronically supply all user-manuals in PDF format which allows for searching, electronic viewing or printing. An online user forum and Wikipedia style user-manual are currently in development. Updated and revised documentation will be sent to the client electronically.

PHASE 6 – CONFIGURATION

During the Configuration stage of the project the DE works closely with the client. Although there are numerous smaller tasks during this phase, there are a few key tasks that need to be completed. Once the client has the hardware in place, they would confirm/arrange for the payment gateway and the DE would integrate the payment gateway with AV. Once that has been set up, the DE would set up all the printers and then the client would set up the SSL certificate and then configure the final production system.

Following this initial configuration, the DE and the BA would arrange for an on-site visit for final configuration and end user training for approximately four days. Once the on-site work has been complete, the DE would review and confirm that the configuration is complete and copy it to a staging environment in preparation for UAT.

Once this work is complete, it is important that the client configuration is documented. The configuration information is documented in the following document:

Hardware and Software Site Document

The hardware and software document captures how the client hardware is set up how the system has been configured. The DE would complete this document and save in the project folder.

PHASE 7 – DEVELOPMENT/QA

This phase only occurs if customization work has been identified. Development occurs concurrently to earlier phases of the project. Once customizations have been identified, the CR process is triggered to capture the customization pieces and the PS Development team would develop the customizations.

Once the CR has been approved, the PS Development team would create the following document:

Customer Unit Test Document

This document captures all the test cases that will be run to test the new functionality. This is a living document that will be updated every time a customization is completed for the client. This ensures that the development team is aware of all changes that have been tested and which test cases were completed to test the functionality.

Once the test cases are created, the code is developed and implemented into a test environment and tested to confirm the functionality. Once the code has been tested, the Customizations Document is updated with the changes and the code is sent to QA for further testing. QA proceeds with testing the code and identifies if there are any bugs or issues. If bugs are identified, the bugs are entered into the Bug system and it is assigned to the Dev team for resolution. Once
resolved, the code is tested once again by QA. After all bugs have been resolved, the code is sent back to the Dev team and the code is then saved in a staging environment.

PHASE 8 – DATA MIGRATION

Data Migration begins at the earlier stages of the project by confirming with the client all data that required migrating. The client will provide the requirements for data migration and all sample files for migration. At this time the BA would create a plan on how the data will be migrated. Once reviewed by the client, the plan is submitted to the DE for execution.

The process continues with the client extracting the sample test data and providing it to the Dev team to run the data migration tests in a test environment. Once the tests have been run the results are reviewed by client to verify the results to ensure data accuracy.

If there are any errors found within the data, the errors are identified and the Dev prime will produce an error log documenting the failed records. Once documented, the client will take measures to resolve the data issue and then provide back to the Dev team for further testing and validation.

If there are no issues found with the data then the complete data set is extracted by the client and provided to Dev. Dev then verifies the production configuration in order to run the live migration. Once the data is run on the production, the client verifies the migration.

During the data migration, another stream of work that is running concurrent to this process is Phase 9 – UAT.

PHASE 9 – UAT

User Acceptance Testing is primed by the client with support from the project delivery team. Throughout the execution of UAT if any bugs are identified, the client notifies the project team and the PM enters the issues into the UAT Issue Log.

UAT Issue Log

The UAT Issue Log captures all bugs that have been identified rates their severity and business impact.

The project team will work with the PM to prioritize the issues and determine if they can all be resolved within the current release.

If it has been determined that all issues can be resolved within the current release, then the team continues to fix the bugs. To do so, the PM enters the bug details in the Bug System at which time, the project team works to resolve the bugs. If there are items identified that cannot be fixed within the scope of the current project, the CR process is initiated to capture these items.

If no bugs are identified throughout the UAT process or once all bugs are resolved, the client will provide their sign off and proceed with the steps for Go Live.

At this point, the DE would ensure to complete the documentation for all configurations that have been completed for the client in the Hardware and Software Document. The document is then provided to the client for their reference and review.

Once UAT is complete and the client provides their sign off for Go Live, the next and final phase of the project delivery begins, Phase 10 – Go Live Support.

PHASE 10 – GO LIVE SUPPORT

During Go Live Support, the DE is on-site at the client location for approximately three days. Once the client has completed UAT and the go no go decision has been made, the client goes live.

Once complete, the client must provide their sign off for the project by signing the following form:

Project Acceptance and Sign-Off Form

This form is issued to the client during Go Live and is to be signed once the Go Live is complete. The purpose of this document is to confirm that all deliverables as promised in the SOW have been delivered. Once the form has been obtained, steps to transfer the client to support begin.
Immediately following Go Live, the PM begins the transfer by completing the following form:

**Project Closure Checklist**

The Project Closure Checklist is used to ensure all documents and administrative steps have been completed to close off the project and cleanly transition the project over to support. The checklist is used as an input to the Internal Support Transition Meeting.

At the transition meeting, the PM and any required members of the project team meet with the Support Manager to provide a background on the project, any issues faced throughout the project, any outstanding issues etc. This meeting is intended to prepare the support team for the transition and understand fully any outstanding issues that the team will be faced with once the transition is complete.

Following the internal transition meeting, the PM and the Support Manager have a transition meeting with the client. This is an opportunity to introduce the client to the support team and officially transfer them to support. At the meeting, key contact information is provided to the client and support procedures are reviewed. Once the meeting is complete, the clients’ first point of contact now becomes the support team and the term of their support agreement begins.

**Change Request Process**

The Change Request Process can be initiated at any time throughout the life of the project when a new scope item has been identified. A few examples of what might entail a new scope item are as follows:

- New reporting requirements
- Any customizations
- Change in project schedule/go live date
- Change in project cost
- Change of data migration requirements

Any change must be captured within a Change Request and follows the change request process. The process begins with the identification of the new scope item. At that point, a decision is made whether or not this item requires development. If not, the Project Manager completes the following document:

**Change Request Template (CR)**

The Change Request Template captures key information on the new scope item as well as the effort associated with implementing the change.

Once the PM completes the CR, it is sent to the client for review and sign off to ensure the requirement(s) has been accurately captured and the client is in agreement with the impacts of the change. Once sign off, the CR is provided to the VP of PS to review and approve the change.

If it is identified that the new scope item involves any development work, the following steps are taken:

The BA would document the new requirement in the CR template and submit the document to the Development Team for review. At this point, the Dev team reviews the requirement and determines whether or not the piece is a customization or if this is an enhancement request. If this item is an enhancement request, the Dev team creates an enhancement request within the Bug System. Once the request is placed within the Bug System, the R&D team would review and provide a sizing on the enhancement. Once the sizing is complete, the R&D team would provide it back to the Dev team who in turn, would provide the sizing back to the PM. The PM would then present the change request with the sizing from R&D to the client for review and sign off. Once signed by the client, the PM would provide the CR to the VP of PS for review and approval.

If the new scope item is identified as a customization and not enhancement the Development team would create a sizing on the scope item and provide it back to the PM. The PM would provide the CR to the client for review and sign off. Once signed off, the PM would provide the CR to the VP of PS for review and approval.

Once the CR is approved, if the CR is to be delivered as part of the current project, work to implement the CR begins. However, if the CR item is to be delivered outside the scope of the project, it is to be treated as a separate project and will be managed accordingly.
Re: Virginia Tech Request for Proposal #0025666 (RFP) for Hosted Ticketing System for the Arts

December 5, 2012

Dear Ms. Pressing:

We have reviewed Virginia Tech’s Request for Proposal for a Hosted Ticketing System for the Arts (the “RFP”), and understand the terms proposed by Virginia Tech. While many of the terms and conditions are not objectionable, there are others that overlap or conflict with the contractual terms that we normally propose for a deal of this type which we have attached in template form as Appendix A or would otherwise not be acceptable to AudienceView. Specific examples of the latter are included in the exceptions to RFP Terms listed below.

AudienceView prides itself on its flexible, business-minded approach to the contractual process and is amenable to negotiating any final contractual agreement expeditiously and in good faith and with a view to incorporating Virginia Tech’s specific concerns and compliance with cited laws, as appropriate, whether as reflected in the terms and conditions put forward in the RFP or otherwise. Please note that if there is a conflict in the RFP and the response or final contract that is agreed to, we would expect the latter to take priority. For this reason, we do not feel it is appropriate to include the RFP and Response into the final contract.

Exceptions to RFP Terms

Without limiting the generality of the foregoing paragraph, we have noted below some of the RFP terms or conditions which we do not normally agree to for a deal of this type:

- We do not accept that by submitting a proposal we indicate compliance with every requirement of the RFP (hence we are taking exceptions).
- Inclusion of RFP and responses in contract – AudienceView does not include the RFP and the response in our Standard Contract.
- Form of Contract – AudienceView has a balanced contract that we have utilized to license software to more than 160 customers, and would like to use our standard contract as a basis for an agreement with Virginia Tech (subject to negotiation of certain terms).
- EVA Business to Government Electronic Procurement System – AudienceView will register for the EVA upon award of contract.
• SSAE16 Level II Audit Report – The requirement for a SSAE 16 Level II Audit Report; this has not been required by any of AudienceView’s customers, and would only be undertaken at Virginia Tech’s expense. AudienceView’s hosted solution compliant with PCI Data Security Standards. AudienceView does not act as Merchant and therefore no payments from our customer’s customers flow through AudienceView accounts.

• Small, Women-owned and Minority-owned Business (SWAM) Utilization – We promote a diverse, multicultural and gender-neutral workforce. We are willing to consider utilizing the services of SWAM vendors, however we cannot commit to a mandate regarding SWAM subcontractors.

• Payment Terms – are to be negotiated. AudienceView normally requires payment of license fees upon signing the contract and payment of services fees in instalments during the delivery.

• Cancellation of Contract – We do not allow the cancellation of a contract for convenience as AudienceView bases its pricing and hiring of resources on long-term agreements with customers. Our license agreements typically last five years or longer.

• Renewal of Contract – AudienceView’s standard contract term does not include Consumer Price Indexing beyond the term. Prices cannot be adjusted by either party until renewal subject to negotiation at the time of renewal.

• Acceptance Process – The acceptance process is outlined in the attached Appendix A – Standard Contract.

• Most favored customer pricing – AudienceView does not agree to most favored customer pricing. Our pricing model is based on the value of our service and also dependent on volumes and services provided to each customer.

• Subcontracting – AudienceView uses a reputable third party contractor – Q9 Networks – for certain portions of the hosting service. AudienceView shall be primarily responsible for its subcontractor.

AudienceView is an Ontario corporation whose customers include a number of public and private entities in North America and around the world. We look forward to hearing from you and welcome the opportunity to further discuss your needs.

Regards,

Richard Rivard
VP Finance (Authorized Officer)
AudienceView Ticketing Corporation
richard.rivard@audienceview.com
Phone: 416-687-2061
APPENDIX A – STANDARD AGREEMENT

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PLEASE SEE ATTACHMENT: "APPENDIX A – STANDARD AGREEMENT"
Attachment D
Proposal Clarification Questions and Responses
Request for Proposal 0025666
Proposal Clarification Questions and Responses – AudienceView

Please provide your responses to the questions below by Monday, January 7, 2013.

1) Please provide clarification of how, if selected and a contract awarded, your company can complete system implementation for production use by early April 2013

If AudienceView is selected and awarded the contract AudienceView will guarantee the system implementation by April 2013. Successful system implementations at university performing arts organizations have been done in as little as three (3) weeks time with the average implementation time being 10-12 weeks from contract signing to system acceptance. AudienceView follows an established Project Management Methodology process that consists of ten stages: Project Initiation, Project Planning and Management, Hardware Installation Support, Requirements Gathering and Analysis, Training, Configuration, Development, Data Migration, User Acceptance Testing and Go Live Support. In consultation with Virginia Tech’s scheduling needs, the assigned Project Manager will work within the timelines towards a successful implementation following the project kick-off call.

2) Does your company have or are you soon implementing mobile apps for scanning tickets with an iPod and slide?

Yes. AudienceView is in the final development and deployment of the OS for the use of iPhones or iPads for scanning purposes, with the ability to attach a credit card swipe to the device.

3) Is the equipment specified in your proposal the only equipment successful with your proposed system, or are there other options?

The equipment specified in the proposal is the recommended operating hardware that has proven to be successful through usage with the software. AudienceView would be pleased to discuss any alternate equipment Virginia Tech proposes to use with the software solution to make recommendations to achieve best operability. AudienceView is compatible with industry standard Windows or MAC based computers, and industry standard Windows based and Boca printers which meets the needs of a majority of our clients. Many of our clients successfully use other equipment and hardware products that are outside our recommended specifications with the only risk being our ability to fully support outside products.
Contract UCP-TS-C01-13
Attachment E
Summary of Negotiations
Items 1-12 below are Contractor Exceptions to RFP Terms detailed on pages 83-84, Attachment 1 – Statement of Exceptions, of Contractor Proposal dated December 5, 2012 and the Virginia Tech responses which shall apply to any resulting contract.

1-Contractor: We do not accept that by submitting a proposal we indicate compliance with every requirement of the RFP (hence we are taking exceptions).
1-Virginia Tech: All RFP terms shall be accepted unless Virginia Tech responds to accept Contractor exceptions in Contract UCP-TS-C01-13 Attachment E – Summary of Negotiations.

2-Contractor: Inclusion of RFP and responses in contract – Audience View does not include the RFP and the response in our Standard Contract.
2-Virginia Tech: Virginia Tech will complete the Contract using the Commonwealth of Virginia Standard Contract, which will include the RFP and Contractor Proposal, among other documents.

3-Contractor: Form of Contract – Audience View has a balanced contract that we have utilized to license software to more than 160 customers, and we would like to use our standard contract as a basis for an agreement with Virginia Tech (subject to negotiation of certain terms).
3-Virginia Tech: Virginia Tech will complete the Contract using the Commonwealth of Virginia Standard Contract. Any Contractor agreements with terms and conditions may be included in Contract UCP-TS-C02-13 Attachment D – Revised Contractor Terms and Conditions.

4-Contractor: EVA Business to Government Electronic Procurement System – Audience View will register for the EVA upon award of contract.
4-Virginia Tech: All Contract award recipients must register with eVA prior to signing a Contract.

5-Contractor: SSAE16 Level II Audit Report – The requirement for a SSAE 16 Level II Audit Report; this has not been required by any of AudienceView’s customers, and would only be undertaken at Virginia Tech’s expense. AudienceView’s hosted solution is compliant with PCI Data Security Standards. AudienceView does not act as Merchant and therefore no payments from our customer’s customers flow through AudienceView accounts.
5-Virginia Tech: The proposal statements and Virginia Tech security review process, which confirmed AudienceView is listed as a PCI validated payment application, find your response satisfactory; no action required.

6-Contractor: Small, Women-owned and Minority-owned Business (SWAM) Utilization – We promote a diverse, multicultural and gender-neutral workforce. We are willing to consider utilizing the services of SWAM vendors, however we cannot commit to a mandate regarding SWAM subcontractors.
6-Virginia Tech: SWaM is an evaluation criterion, though not mandatory. The proposal is satisfactory; no action required.

7-Contractor: Payment Terms – are to be negotiated. AudienceView normally requires payment of license fees upon signing the contract and payment of service fees in installments during the delivery.
7-Virginia Tech: Virginia Tech will work cooperatively to develop a milestone payment schedule. Payment is issued 30 days after receipt of a valid invoice for each milestone payment.

8-Contractor: Cancellation of Contract – We do not allow the cancellation of a contract for convenience as AudienceView bases its pricing and hiring of resources on long-term agreements with customers. Our license agreements typically last five years or longer.

8-Virginia Tech: We view our contracts as investments in valuable business tools. However, we must maintain cancellation for non-appropriation of funds, as budgetary constraints may cause a funding shortfall that may impact continuation. The parties agree that Virginia Tech’s termination/cancellation rights, including Termination for Non-Appropriation of Funds, are fully set out in Attachment F Software License, Support and Hosting Agreement (see Section 6 – Term and Termination).

9-Contractor: Renewal of Contract – Audience View’s standard contract term does not include Consumer Price Indexing beyond the term. Prices cannot be adjusted by either party until renewal subject to negotiation at the time of renewal.

9-Virginia Tech: We generally contract with a fixed price for the base contract term and will consider reasonable price adjustment requests at renewal. We are willing to disconnect potential price adjustments from CPI influence.


10-Virginia Tech: The proposed acceptance process is acceptable with exception to any requirement for arbitration, such as referenced in Contractor Proposal Appendix A-Standard Agreement, License Agreement Section 10.9-10.9-4 Dispute Resolution noted below.

11-Contractor: Most favored customer pricing – AudienceView does not agree to most favored customer pricing. Our pricing model is based on the value of our service and also dependent on volumes and services provided to each customer.

11-Virginia Tech: The proposal is satisfactory; no action required

12-Contractor: Subcontracting – AudienceView uses a reputable third party contractor – Q0 Networks – for certain portions of the hosting service. AudienceView shall be primarily responsible for its subcontractor.

12-Virginia Tech: AudienceView confirmed Q0 Networks is their only subcontractor, they have a contract with Q0 Networks to provide your secured hosting site, and their proposal’s Security Questionnaire contained Q0 Network’s information under the hosting section; no action required.

Items 13-20 below are other edits to the Contractor Proposal dated December 5, 2012.

13-Virginia Tech: Proposal Appendix A-Standard Agreement, License Agreement Section 10.9-10.9-4 Dispute Resolution – Virginia Tech does not agree to use arbitration. Virginia Tech therefore requires removal of all reference to arbitration, including:
- 10.9.1 - remove text in last sentence after second comma in Item 10.9.1 which reads “such matters will be resolved exclusively by arbitration as provided in and subject to Section 10.9.2” and replace with “either party may seek resolution in equity or law before a court of competent jurisdiction”
- 10.9.2 - remove last part of last sentence of 10.9.4 that reads “without first subjecting such matter to the arbitration process described in Section 10.9.2.”
- 10.9.3 - totally remove Item 10.9.3

14- Virginia Tech: Appendix A, Schedule F, Item 9 – Governing Law – Virginia Tech is an agency of the Commonwealth of Virginia, and as such cannot accept legal governance other than the laws of the Commonwealth of Virginia. Virginia Tech requires that Item 9 be edited to read, “This contract shall be governed by the laws of the Commonwealth of Virginia.” or “…the laws of the Customer’s primary location.”

15-Virginia Tech: Section 10.8-Governing Law/Jurisdiction - Virginia Tech is an agency of the Commonwealth of Virginia, and as such cannot accept legal governance other than the laws of the Commonwealth of Virginia. Virginia Tech requires that Item 10.8 be edited to read, “The laws of the Commonwealth of Virginia shall be applied to this License Agreement, and the parties submit to the exclusive jurisdiction of the applicable courts of the Customer.” or “The laws of the Customer’s primary location…”

16-Virginia Tech: Appendix A, Item 7.1.2 and 7.1.5 and 10.2 - Virginia Tech is an agency of the Commonwealth of Virginia, and as such cannot agree to indemnify anyone. Virginia Tech therefore requires total removal of Item 7.1.2 and 7.1.5 as well as removal of the last sentence of Item 10.12. While AudienceView does provide indemnities to Virginia Tech, it is agreed that AudienceView’s indemnities to Virginia Tech are solely those set out in the Attachment F – Software License, Support and Hosting Agreement.

17 – Virginia Tech: Any resulting contract for a hosted ticketing system will be for an enterprise license (perpetual) with annual hosting and support. The planned base term is five years plus five optional one-year renewals, and the contract shall be established for cooperative use, as indicated in RFP 0025666, Section V.

18 – Virginia Tech: Critical Date - The Go-Live date for public and box office access to all hosted ticketing system functionality shall be April 25, 2013. In the event that contract signing does not occur on or prior to Monday, March 25th, the Go-Live date shall be adjusted accordingly. The license/service term for subsequent years shall begin on the Go-Live date.

19 – Joint: The authorized representatives for both Parties are identified below. These individuals may assign authorized designees.
Virginia Tech:
Contract Administrator: Heather Ducote, Director of Marketing and Communications
    hducote@vt.edu, 540-231-7443, 250 South Main St, Suite 312 (0329), Blacksburg, VA  24060
Contract Officer: Nancy Pressing, Senior IT Contract Officer
    nancy.pressing@vt.edu, 540-231-9517, 1700 Pratt Dr, Blacksburg, VA  24060

AudienceView:
Project Manager:
Sales and Contracts: Maureen Andersen, Vice President, Arts & Entertainment
    maureen.andersen@audienceview.com, 720-425-6472

20 – Travel:
Virginia Tech requires that travel expenses conform to the Code of Virginia travel regulations, most notably Code 2.2-2825. Travel expenses must be reasonable and reimbursements cannot exceed the allowances set forth in Procedure 20335b and Procedure 20335c.
Contract UCP-TS-C01-13
Attachment F
CONFIDENTIAL – Software License, Support and Hosting Agreement
Contract UCP-TS-C01-13 Attachment F intentionally left blank, as the contents are Confidential.