

XL Center and the Hartford Wolf Pack - Hartford, CT

Overview:

XL Center is a 15,000+ seat sports and entertainment arena located in downtown Hartford, CT. The facility is owned by the City of Hartford and leased to the Capital Region Development Authority (CRDA), a quasipublic State agency who has contracted with Oak View Group (OVG) to provide management services. The arena is home to the Hartford Wolf Pack (AHL) and the University of Connecticut (UCONN) men's and women's basketball. In addition, the XL Center hosts a wide variety of events including family shows, concerts, special sporting events, graduations, and more.

OVG is currently soliciting proposals from vendors who are qualified to provide ticketing services for XL Center events and the Hartford Wolf Pack hockey team. Please note, ticketing services for all UCONN games played at XL Center are excluded from this RFP and subsequent ticketing services contract. UCONN will retain the right to utilize the ticketing service provider of their choosing for all games at the XL Center. Ticketing services for Pratt & Whitney Stadium at Rentschler Field are also not included in this RFP.

We ask that vendors responding to this request for proposal adhere to the guidelines and format outlined below.

XL Center and the Hartford Wolf Pack currently operate using the Ticketmaster ticketing system, under contract through June 30, 2025. The desired term of a new agreement is for five years beginning July 1, 2025; however, the length of the term is subject to reasonable negotiation.

OVG is acting on behalf of CRDA and the selected ticketing provider is expected to contract directly with, and will respond and report to, OVG. CRDA has authorized OVG to exercise any and all of CRDA's rights and responsibilities with respect to the operation of the XL Center and the agreement(s) contemplated by this RFP.

Bidders should note that the XL Center is currently under renovation and upon completion of these renovations (likely Spring of 2026), the existing facilities management agreement between OVG and CRDA will transition from a traditional management structure to a partnership in which OVG bears all costs and shares in any profits generated in exchange for a capital investment in the facility. OVG will continue to honor the terms and conditions of any subcontract entered into with prior to this transition.



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Contact:

We request that communication relating to this request for proposal be limited to e-mail unless otherwise specifically directed, so that information may be properly disseminated among the members of our team. Please include the name of your company in the subject line of any correspondence.

The below personnel may contact you by telephone for clarification if required, but correspondence by email will be the priority.

Members of the team relating to this request for proposals are:

- Ben Weiss General Manager OVG XL Center ben.weiss@oakviewgroup.com | 860-541-4721
- Kim Hart Venue Director CRDA Khart@crdact.net | 860-493-2925
- Pearson Davis Assistant General Manager OVG XL Center pearson.davis@oakviewgroup.com | 860-241-4229
- Ruth Clarke-Olen Director of Ticketing OVG XL Center ruth.clarke-olen@oakviewgroup.com | 860-241-4241

Timeline:

The dates presented below are subject to change and represent a targeted process and timeline only. The OVG team may adjust the timeline and process and will communicate any changes to all parties.

Monday, December 16, 2024	Request For Proposal issued to vendors
Monday, January 13, 2025	Last day for clarification questions. Answers will be provided ASAP to all vendors.
Friday, January 31, 2025	Responses from vendors due by 5:00pm Eastern time.
Thursday, February 13, 2025 Friday, February 14, 2025	Presentations (in person or virtual) Presentations (in person or virtual)
Friday, February 28, 2025	Anticipated latest date for contract award notification

Proposal instructions:

Please send RFP responses in digital form to the OVG team specified above, either direct or as a link to download a larger file.



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Evaluation:

The OVG team will evaluate proposals based on the vendor's ability to provide ticketing services for the facility. Criteria will include competitive advantages of the vendor's product and services, as well as product functionality, and the vendor's ability to meet the operational, financial, customer service, and marketing needs of the events hosted by the facility.

Negotiations:

The preparation and submission of vendor response shall be made without obligation by OVG and XL Center to pay any development costs, to acquire any items included in the response, or to discuss the reason why the vendor is/is not recommended.

The vendor will be required to agree to the inclusion of warranties in offers of commitments made in the response or in subsequent information supplied. OVG expects that each statement of fact and of future performance will be incorporated within the contract as a warranty. Therefore, any statement of fact or of future performance not intended to be a warranty should be clearly identified. The vendor's response to the RFP will be included as an addendum to the final contract.

The vendor should include a draft contract as a section of its response; however, OVG and XL Center will not be bound to accept any provision in any draft contract submitted by the vendor.

Projected Sales:

The capacity of XL Center is variable, depending on the setup. Approximate capacity numbers are:

- Hockey 13,800
- Basketball 14,600
- End stage concert 10,900
- Small concert 5,400
- 360 concert 15,300

The facility hosts an average of 36 hockey games and over 40 family shows, concerts and special events per year, with a total of approximately 500,000 tickets issued annually. Vendors can expect an historical average of approximately 85% of single ticket sales being sold online.

Notes:

UCONN basketball and UCONN hockey games played at XL Center are not included in these numbers. UCONN ticketing will remain independent of this ticket services agreement.



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Ticketing overview:

The facility has 15 box office windows that will require the ability to process ticket sales and customer service in-person. There are up to 20 personnel that will require the ability to maintain the system and process internal ticket sales. Reporting ability will be required for up to 35 people, in addition to the promoters and shows that bring their events to the arena.

The facility has 30 ticket scanners for access control, including internal scanning for events with a general admission floor.

Response format and requirements:

The response from vendors should include details on the following topics.

1. General information

Please explain the scope of your proposal, and the main point of contact for further discussion and negotiations with your company.

2. Qualifications/Experience

Describe your company's qualifications and experience. Please highlight similar venues where you currently provide these services.

3. Financial information

Please explain the financial details of your proposal, including any details that you feel set you apart from the competition. The OVG team is specifically looking for details on the following points, but please include any information you feel is relevant, and information on the structure of your proposal if any of the points below are not relevant or are different than the way your proposal is structured.

- Annual license fee
- Set up fees (general or event-specific)
- Fees for tickets issued at the box office
- Fees for tickets issued online
- Fees and/or ability to sell tickets through other channels (phones, outlets, etc)
- Any differences between general admission and reserved seat tickets
- Ability and fees for tickets sold for events at other venues, if OVG is asked to provide ticketing services for them



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- Ability and cost to process non-ticketing charges or fees through the system, such as memberships, miscellaneous fees, ice rental fees, etc
- Ability to regard online fees as a revenue source for the facility, and the ability to adjust the fees charged to customers accordingly
- Details of any pre-existing agreements with artists, promoters, or shows that your company is required to follow that may impact the agreement
- Financial incentives, including:
 - o Signing bonus
 - Annual spending allowance for marketing purposes
 - o Hardware or software bonuses
 - Yearly ticketing conference registration
 - Continued training for ticketing and marketing
- Settlement, including frequency and method of remitting funds
- Fees for charity, community events, parking lot events and trade shows
- Fees for events with a very low-ticket price (\$25 or less)
- Monetary controls, including escrow details, auditing of sales and revenue, event settlements, and any other details on how the vendor will guarantee absolute control over event proceeds until the event has taken place.

4. Scope of Services

Ticketing Services

Please describe your ability to provide, and any fees associated with, the following specific items, as well as any additional items you would like to include:

- Ability to handle major event on sales (please provide examples with volume)
- Explain how your platform accommodates tenant team needs. Please provide description on the following-
 - Explain how your platform accommodates season ticketing.
 - o Facilitate easy ticket management, including purchase, transfer, exchange and resale.
 - o Allow for the automatic renewal of patron seats from the previous season.
 - Allow for early-renewal discounts, group rates, pick-your-own package rates, and other multi-tiered, flexible-priced renewal plans.
 - Allow for a season ticket order to be renewed as a single order (e.g.: a season ticket holder can automatically be renewed for a play-off game or special show ticket).
 - O Be able to maintain a complete audit trail for season ticket orders, including payment history, service charges, seat assignments and releases, and notes/comments.
 - Generate reminder mailing and phone lists of patrons whose renewals have yet to be received.



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- Be able to track the issuance of miscellaneous items such as parking passes, vouchers, premium items, and special coupons.
- Maintain a record of any complimentary tickets or promotional discounts issued to a customer.
- Combo or multi-event sales, such as multi-game packages within a season, or promotions that may include non-related events
- What is physically supplied (such as hardware and ticket stock)
- What services are provided (phone, Internet, customer service)
- Ability to provide services for outside events
- Ticket resale services
- How cancelled or postponed shows are handled, and associated costs
- Platinum and VIP ability and cost
- Upsells such as parking or merch
- Access management and scanning
- Ability to manually update ticket scanners based on specific events and needs
- Integration with partner sites and tenant team platforms
- Ability to process "fake event" presales for our premium seating customers, where the order is taken, but "real" tickets are not processed live
- A rough transition plan, including scanning tickets for events sold on our existing ticketing system
- Technical support for hardware and software
- Reporting capabilities and methods (app, web site, automated reports, etc)
- The ability to report on geographical sales for marketing purposes especially the ability to categorize based on US postal codes and areas
- The existence and creation of interactive seat maps for customers, including the time for them to be created for events with a non-standard setup
- Describe your digital/mobile ticketing solution
- Describe how your system allows for use of current and future technologies including integration with 3rd party providers (I.E. – Google Wallet, Apple Pay, etc)

Marketing Services

Please describe the following regarding marketing services, including any associated costs:

- Explain your distribution network and how your system will be able to sell more tickets than your competitors through your sales and distribution channels
- Describe the size of your customer ticketing database
- Which affiliates do you work with to help sell tickets?



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- Marketing services included with your services
- The ability to import existing 3rd party customer or other marketing-related databases
- Ability to support in arena "view from seat" when purchasing tickets
- Describe your CRM capabilities

Financial Services

Please describe the following regarding financial services and ability, including any associated costs:

- Chargeback protection and dispute resolution services
- Chargeback procedures and costs when chargebacks are lost
- The ability to process non-ticket charges, such as club seat memberships, sponsorship or corporate sales transactions, etc
- Financial procedures and fees for postponed or cancelled events

Sponsorship Opportunities

Please describe the following regarding the ability to include elements of the ticketing system in revenue generation, including any associated costs. This may include:

- Advertising on ticket stock
- Advertising on print at home or mobile tickets
- Advertising as part of the online display of events, or ticketing pages



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RFP Conditions

All respondents must be willing to adhere to the following conditions and must positively state this in the submission.

- A. OVG is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. OVG is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
- B. All submissions in response to this RFP are to be the sole property of OVG. Respondents are encouraged NOT to include in their submissions any information that is proprietary. Confidential information must be separated and isolated from other material in the submission and labeled CONFIDENTIAL and enclosed in a separate envelope.

If the respondent indicates that certain documentation, as required by this RFP, is submitted in confidence, by specifically and clearly marking said documentation as **CONFIDENTIAL**, OVG will endeavor to keep said information confidential to the extent permitted by law. OVG, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. As set forth below, the respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall OVG or any of its staff have any liability for disclosure of documents or information in the possession of OVG which OVG or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the respondent submitting the information requests confidentiality, then the information generally is considered to be "given in confidence." A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the respondent and shall accompany the submission. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the respondent that would result if the identified information were to be released, and you shall state the reasons why you believe the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

C. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of OVG.



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- D. Timing and sequence of events resulting from this RFP will ultimately be determined by OVG.
- E. The respondent's submission shall remain valid for a period of 180 days after the closing date for the submission and may be extended beyond that time by mutual agreement.
- F. All proposed costs must be fixed through the period of the agreement. No cost submissions that are contingent on a OVG action will be accepted.
- G. OVG may amend or cancel this RFP or modify the schedule, prior to the due date and time, if OVG deems it to be necessary, appropriate, or otherwise in the best interests of OVG. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's submission not being considered.
- H. OVG retains the right to choose more than one respondent to enter into a process of competitive negotiation. It further reserves the right to reject any and all submissions from any or all respondents and to republish the RFP.
- I. Any costs and expenses incurred by a respondent in preparing or submitting submissions are the sole responsibility of the respondent.
- J. A respondent must be prepared to present evidence of experience, ability, services, facilities, proposed pay scale in conjunction with billable rates for any and all positions, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the submission.
- K. No additions or changes to the original submission will be allowed after submission. While changes are not permitted, clarification of submissions may be required by OVG at the respondent's sole cost and expense.
- L Respondents may be asked to give demonstrations, interviews, presentations, or further explanation to the RFP Selection Committee.
- M. The respondent represents and warrants that the submission is not made in connection with any other respondent and is in all respects fair and without collusion or fraud. The respondent further represents and warrants that they did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of OVG participated directly in the respondent's submission preparation.



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- N. All responses to the RFP must conform to this instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this RFP may be considered appropriate cause for rejection of the response.
- O. The respondent accepts the State's Vendor Agreement Standard Terms and Conditions (Schedule D).
- P. This RFP is not an offer and neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of OVG or confer any rights on any respondent unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the respondent and OVG and will supersede all prior negotiations, representations, or agreements, alleged, or made, between the parties. OVG shall assume no liability for payment of services under the terms of the contract until the successful respondent is notified that the contract has been accepted and approved by OVG The contract may be amended only by means of a written instrument signed by OVG and the respondent.



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Schedule D

STATE OF CONNECTICUT XL CENTER

VENDOR AGREEMENT STANDARD TERMS AND CONDITIONS

Section 1. Scope.

Except as otherwise set forth in these Standard Terms and Conditions, all of the terms and conditions of the Agreement shall remain in full force and effect. If there is a conflict between the terms and conditions set forth in these Standard Terms and Conditions and the terms and conditions set forth in the Agreement, the terms and conditions set forth in these Standard Terms and Conditions shall prevail. Unless otherwise included herein, the defined terms used in these Standard Terms and Conditions shall have the same meaning as set forth in the Agreement.

Section 2. Facilities Management Agreement.

This Agreement is subject to the Facilities Management Agreement between Global Spectrum, L.P. LLC ("Manager") and the Capital Region Development Authority ("CRDA"), dated as of April 26, 2013 ("Management Agreement").

Section 3. Quality Surveillance and Examination of Records.

All services performed by Subcontractor shall be subject to the inspection and approval of CRDA at all times, and Subcontractor shall furnish all information concerning the services.

CRDA or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Subcontractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. CRDA will give the Subcontractor at least twenty-four (24) hours' notice of such intended examination. At CRDA's request, the Subcontractor shall provide CRDA with hard copies or an electronic format of any data or information in the possession or control of the Subcontractor which pertains to CRDA's business under this Agreement.



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The Subcontractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the Manager and shall make them available for inspection and audit by CRDA.

Section 4. **Nondiscrimination Covenants**.

The Subcontractor agrees and warrants that in the performance of the subcontract such Subcontractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Subcontractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Subcontractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Subcontractor that such disability prevents performance of the work involved. (b) the Subcontractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities ("Commission"); (c) the Subcontractor agrees to provide each labor union or representative of workers with which the Subcontractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Subcontractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or worker's representative of the Subcontractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the Subcontractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56, Connecticut General Statutes § 46a-68e and Connecticut General Statutes § 46a-68f; and (e) the Subcontractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Subcontractor as they relate to the provisions of this Section and Connecticut General Statutes § 46a-56.



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Section 5. Freedom of Information Requirements.

Subcontractor acknowledges that CRDA is a "public agency" for the purposes of the Connecticut Freedom of Information Act (the "FOIA") and that information relating to Subcontractor and its affairs received or maintained by, either directly or through Manager, shall constitute "public records or files" for the purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by CRDA.

Section 6. Confidentiality.

Subcontractor and Manager each agree that neither will, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, financial results, data, or marketing and business plans obtained during the course of performance under this Agreement (the "Confidential Information"). Each party will use its best efforts to ensure that any Confidential Information obtained from the other party will be disclosed only to the receiving party's employees and agents and only on a "need-to-know" basis, and that such employees and agents will be bound by an obligation to maintain the confidentiality of the Confidential Information similar to the obligations of Manager and Subcontractor under this Section. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information which (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form; (iv) is independently developed by a party without use of or reference to any of the other party's Confidential Information; (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party; (vi) is necessary for the receiving party to disclose in connection with a merger or acquisition or proposed merger or acquisition, or the like, provided the party to whom such disclosure is being made executes a confidentiality agreement in a form reasonably satisfactory to the party whose Confidential Information is being disclosed; or (vii) is necessary to be shared with CRDA.



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Section 7. **Publicity**.

Manager reserves the right to release all information relating to the subject matter of this Agreement and to determine the form, content and timing of the release of such information. subcontractor will not divulge information concerning the subject matter of this Agreement to anyone (including, but not limited to a governmental authority in application for a permit, approval, or clearance, or to market its services) without Manager's prior written consent, unless the disclosure is made by subcontractor pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and other sufficient notice is given by the subcontractor to Manager of any such requirement or request to permit Manager to seek an appropriate protective order or exemption from such requirement or request. The requirements of this Section shall survive the termination or expiration of this Agreement.

Section 8. Severability.

The failure of Manager or subcontractor to insist upon the strict performance of any provisions of this Agreement, or the failure of Manager or subcontractor to exercise any right, option or remedy hereby reserved, shall not be construed as waiver for the future of any such provision, right option or remedy or as a waiver of a subsequent breach thereof. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

Section 9. **Precedence**.

In the case of any inconsistency between the provisions of the Agreement, including these Standard Terms and Conditions, and the provisions of Conn. Gen. Stat. Chapter 588z, the provisions of Conn. Gen. Stat. Chapter 588z shall govern.