

CITY OF SAN ANTONIO

Convention, Sports, and Entertainment Facilities Department



REQUEST FOR PROPOSAL ("RFP")

for

Automated Ticket System
RFP-09-023-TC

Issued: **Thursday, April 2, 2009**
Proposals Due: **Friday, May 1, 2009, 11:00 a.m.**

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I. BACKGROUND

The City of San Antonio, Convention, Sports, and Entertainment Facilities Department (“City”) seeks Proposals from qualified Respondents interested in an exclusive agreement to provide an automated ticket system at the Henry B. Gonzalez Convention Center, Alamodome, Municipal Auditorium, and Lila Cockrell Theatre (“Facilities”). The selected Respondent shall be responsible for the design, implementation, maintenance plus support of all software, as well as providing all equipment and service requirements necessary to support all ticketed events at each Facility.

Following is a description of each Facility and the types of events hosted by each.

1. **Henry B. Gonzalez Convention Center** - The Convention Center plays host to more than 300 events each year with over 750,000 convention delegates from around the world. The Convention Center spans 1.3 million square feet to include 59 meeting rooms, three ballrooms, four exhibit halls with a contiguous space of approximately 440,000 sq. ft., and seven registration areas. The Convention Center hosts a variety of events including conventions, trade and consumer shows, as well as meetings and private events.
2. **Alamodome** - Currently in its 15th year of operation, the Alamodome is a multi-purpose sports and entertainment facility that can be configured to accommodate a wide variety of sporting events, concerts, trade shows and conventions of all types and sizes. It has four levels of seating and a maximum capacity of 65,000. Within the past six years, the Facility has annually averaged approximately 123 event days and over 850,000 attendees. In the arena configuration, seating for 10,000-30,000, the Facility hosts events such as concerts, boxing, cheer competitions, motor sports, ice shows, circuses, conventions, community events, civic events, and basketball games. Examples of arena events include Cheer Power, Disney on Ice, Ringling Bros. Barnum & Bailey Circus, and NCAA basketball. In a full-stadium configuration, seating for 40,000+, the Facility hosts events such as concerts, conventions, motor sports, soccer games, football games, plus trade and consumer shows. Examples of full-stadium events include the Valero Alamo Bowl, U.S. Army All-American Bowl, Dallas Cowboys Training Camp, Monster Jam, and Builders Showcase.
3. **Municipal Auditorium** - The beautiful and historical Municipal Auditorium, originally built in 1926, plays host to a variety of trade, consumer, public, family and entertainment shows, conventions, civic and community events, meetings, concerts, plus sporting events. Seating is available within two levels of the Facility at a capacity of 4,924.

Note: Ownership of the Municipal Auditorium has transferred to the Bexar County Performing Arts Center Foundation. The Facility will undergo renovations that will transform the Facility into a performing arts center. Financing and design is expected to be completed within 24 to 36 months at which time construction will commence. Until that time, the City has leased the Facility from the Foundation and will continue to operate as well as host events within its present form. Once renovations begin, this Facility will no longer receive automated ticket services from the selected Respondent. All rights granted to the selected Respondent with respect to this Facility are not transferrable and will terminate.

4. **Lila Cockrell Theatre** - Adjoined to the Convention Center, the Lila Cockrell Theatre, is a three-level, 2,521-seat Performing Arts Theatre. Although it is designed for performing arts such as ballet, symphony, and drama, the Facility is also utilized for large general assemblies with multi-media presentations.

Note: Beginning August 2009, the Lila Cockrell Theatre will be closed while undergoing renovations for a period of approximately one (1) year. Ticketing services for this Facility will not be utilized during this time frame.

The Henry B. Gonzalez Convention Center, Alamodome, and Lila Cockrell Theatre are owned and operated by the City. Operated and leased by the City, the Municipal Auditorium is owned by the Bexar County Performing Arts Center Foundation. All four (4) Facilities are managed by the City's Convention, Sports, and Entertainment Facilities Department. Additional information concerning these Facilities may be obtained at the following web site: <http://www.sanantonio.gov/convfac/>.

Ticketmaster L.L.C. is the current contractor and has held the exclusive automated ticket system agreement since June 1995.

II. SCOPE OF SERVICES

The selected Respondent shall be required to provide, at a minimum, the following services:

1. A complete computerized system for the sale, distribution and reporting of event tickets, including all associated design, hardware, software, installation, maintenance and support.
2. Complete compatibility and full integration with the ticket sales and distribution systems currently utilized by the National Collegiate Athletic Association (NCAA), San Antonio Bowl Association (Alamo Bowl), Arts San Antonio, San Antonio Symphony, and San Antonio Opera, all of which are currently utilizing the Ticketmaster system.
3. Integration of Ticketmaster's Access Control System, which the City has purchased, or the provision of another fully-integrated wireless ticket access control system.
4. Internet and telephone ticket sales capabilities with remote printing capability and a toll-free customer call center open 24 hours per day, 365 days per year, with live technical support.
5. Certified to process credit card transactions through the City's current Merchant Banking Service Provider's platform, which is currently the TSYS platform (formerly known as Vital or Visanet). Should the Merchant Banking Services Provider change, the Respondent must have the capability of adjusting and be required to adjust to accommodate possible changes in the platform utilized. Credit card terminals must be purchased from the City's current Merchant Banking Services Provider.
6. Full-time local representative and onsite technical support.
7. A network of retail outlets locally and regionally in South Texas for ticket sales.
8. Extensive marketing resources including, but not limited to:

- a. For marketing and development purposes, maintain customer demographic and sales history information. In the event that selected Respondent either stores, manages, or is provided physical or logical access to systems, networks or applications that handle City credit card transactions, selected Respondent shall comply with Payment Card Industry (PCI) Data Security Standards (DSS);
- b. Developing and coordinating national on-sales plans such as auctions, pre-sales, promotions, up-selling, packaging, online group sales, discreet third-party discounting, plus email and text messaging;
- c. Conducting primary market auctions, VIP packages, and fan club up-selling, if applicable;
- d. Scripting telephone sales for up-selling of events and tickets;
- e. Providing value-added services, incentives and enhancement to the City, its clients and customers, and;
- f. Creating strategic partnerships with third-parties for value-added services, incentives, enhancements, strategic benefits or sponsorship opportunities.

9. A maximum revenue-share model with the City.

The City is seeking proposals for a robust, state-of-the-art, user-friendly, and flexible ticketing system, for the creation, manifest, storage, handling, marketing, sale, distribution, accounting and reporting of all tickets for events held in the Facilities. The selected Respondent must be a progressive ticket distributor, and preferably event marketer as well, that provides a computerized ticketing system employing the use of telephone, internet, and local and regional distribution via retail outlets and other mechanisms.

From the City's perspective, customer service, convenience and value, as well as event marketing and support, are of paramount importance in the provision of these services. Therefore, the City is seeking proposals from Respondents who are uniquely positioned in the marketplace to provide the most comprehensive and highest level of service to both customers and the Facilities in the most timely, effective and efficient manner. The City expects the selected Respondent to have as its primary mission to provide and ensure the highest levels of customer service and value through convenience, responsiveness, flexibility and reasonableness of customer fees.

Further, the City is seeking a Respondent who demonstrates the desire, proactiveness and capability to continuously assess and invest in customer and facility needs and to research, invest in and deploy technological and other improvements on an ongoing basis throughout the duration of the agreement to continuously maintain a state-of-the-art system and incorporate the latest trends in the ticket and event industry. The City's goal is to have a modern and sophisticated ticketing system that takes full advantage of present and emerging technology, services and trends. The ticketing system should not only fully accommodate the City's current needs, but has the flexibility to allow for growth and change as technology and the event industry evolves.

As the exclusive ticketing provider for these Facilities, the City expects to increase and maximize its ticketing revenue with an aggressive earnings share arrangement with the selected Respondent for all ticketing service revenue associated with events at these Facilities.

Proposals should include a turnkey plan for providing the requested system, including detailed information on all costs, if any, for the system and software, licenses, permits, consumables (ticket stock, toner/ink, drums, but excluding office paper), installation, consulting, training, continuous support and maintenance, data conversion (if any) and implementation. Also, detailed information on all hardware, software, configuration, technical specifications, schematics, cabling diagrams, and warranties is required. In addition, all proposals should detail proposed customer service fees and projections of revenue share between the Respondent and the City.

Following is a list of minimum equipment requirements that the selected Respondent shall provide for each Facility.

Facility	Alamodome	Lila Cockrell Theatre	Municipal Auditorium
POS Systems	44	4	2
Hand-Held Ticket Scanners	40	n/a	6

Equipment to be provided by the selected Respondent shall:

1. Include all supporting computer, electrical and telecommunications equipment (i.e. ticket printers, servers, access points, modems, routers, switches, Uninterruptible Power Supply (UPS));
2. Include a guaranteed lifespan of at least five (5) years to coincide with the initial term of the agreement, regardless of any system and/or software updates that may occur during the term.
3. Include all required upgrades and licenses;
4. Include up to ten (10) additional sets of point-of-sale equipment, at Facilities' request, for deployment and use at other sites within the Facilities to temporarily provide or augment box office sales, including at Convention Center box offices, which are used occasionally for ticketed events within the exhibit halls and ballrooms;
5. Include all consumables (i.e. ticket stock, toner/ink, drums, etc., excluding office paper);
6. Include all associated cabling, installation, and third-party services.
7. Meet the minimum standards as set forth by the City, and;
8. Be replaced if outdated, upon City request.

NOTE: Any information technology components (hardware or software) proposed by the Respondent that will interface with any City information systems or information

technology infrastructure must comply with the City's current information technology standards.

The City is highly interested in obtaining a system that maximizes self-service capabilities not just through online and phone purchases, but through remote, wireless, self-service terminals or kiosks in and around the facilities and at other strategic offsite locations in and around the city and region.

Minimum functional requirements for the ticket system are included as RFP Exhibit B – Minimum Ticket System Functional Requirements. Respondents should only submit proposals for systems which substantially meet or exceed all of these requirements.

The current system supplied by Ticketmaster is a Windows-based system operating through individual PC points-of-sale which are networked to Ticketmaster's network router. Daily box office services and ticket sales for all Facilities and ticketed events are administered at the Alamodome's southwest box office by City staff. Event day ticket sales are accommodated at additional box offices located within each Facility. The operation consists of:

1. Fifty (50) total ticket window points-of-sale in a total of six (6) box offices located adjacent to the Alamodome, Municipal Auditorium, and the Lila Cockrell Theatre within the Convention Center;
2. Forty-four (44) ticket window points-of-sale at the Alamodome and ten (10) additional workstations that can be set up for phone bank sales;
3. Two (2) ticket window points-of-sale, one on each side of the entrance of Municipal Auditorium;
4. Four (4) ticket window points-of-sale located in the box office to the right side of the entrance of the Lila Cockrell Theatre, and;
5. Ten (10) remote users who have query/reporting and updating access, but do not sell or print tickets.

Additionally, the City has invested in Ticketmaster's AccessManager ticket barcode scanning system at the Alamodome and Municipal Auditorium facilities. As part of this investment, the City purchased forty-six (46) handheld barcode scanning devices, purchased and installed three (3) routers and seven (7) switches at various locations around the Alamodome, Auditorium, and Convention Center facilities. The City also purchased and installed all the associated network hardware and data lines throughout the Alamodome and Municipal Auditorium facilities to include two (2) servers.

The rights granted in this RFP do not include ticket services for events which are not open to the public, public consumer and trade shows, meeting room events, events with event day only ticket sales (no presale), high school sporting events, events produced or promoted under a separate ticketing services agreement with Contractor such as Feld Entertainment and Feld Motorsports events, certain non-profit sponsored events or non-profit events, and certain events sponsored or hosted by the City of San Antonio, as determined solely by the City.

In addition to the fees associated with the purchase of tickets through the current Ticketmaster system as well as sales tax, the City also collects a \$1.00 Facility Access Fee for each ticket sold for most ticketed events at the Alamodome. Patrons do not have to pay the fees associated with outlet or phone/internet sales if they purchase tickets in advance at the Alamodome box office. All ticket sales proceeds, sales tax and Facility Access Fees, less only Ticketmaster ticket fees, along with detailed sales reports are to be remitted to the City on a weekly basis. The City reserves the right at any time throughout the agreement to add or alter City fees associated with ticket sales at any of the Facilities.

The City may add additional Facilities or exclude any of the current Facilities from the agreement with the selected Respondent if any of the Facilities should cease to be operated either permanently or temporarily or if the City no longer manages any of these Facilities.

An Event List detailing ticketed events at each Facility for the period July 2003 through September 2010 is attached as RFP Exhibit A. The Event List is provided for informational purposes only to give potential Respondents a representation of the quantity and type of ticketed events and attendance. The City offers no guarantee as to the accuracy of the information due to changes caused by additional event bookings and/or cancellations.

III. OWNERSHIP AND LICENSES

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

IV. INTELLECTUAL PROPERTY

If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, Respondent will immediately:

1. Either:
 - a) obtain, at Respondent 's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
 - b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
 - c) reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.
2. Respondent further agrees to:
 - a) assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
 - b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
 - c) indemnify the City against any monetary damages and/or costs awarded in such suit;

Provided that:

1. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
2. the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
3. the liability claimed shall not have arisen out of the City's negligent act or omission, and

4. the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

V. TERM OF CONTRACT

An Agreement awarded in response to this RFP will be for an initial five (5) year term commencing July 1, 2009, and expiring on June 30, 2014. The City shall have the option to renew for an additional five (5) year term upon City Council approval.

Please note that the term for the City's Merchant Banking Services Provider agreement is different than the proposed term for this agreement. Should the City's Merchant Banking Services Provider change during the term of this agreement, the selected Respondent will be required to adjust to accommodate possible changes in the platform utilized.

VI. PRE-SUBMITTAL CONFERENCE AND SITE TOUR

A Pre-Submittal Conference will be held in Meeting Room M of the Alamodome, 100 Montana, San Antonio, Texas, 78203 at **10:00 a.m., Central Time, on Thursday, April 16, 2008.** Facility tours, if desired, will commence immediately following the conclusion of the Pre-Submittal Conference. **Note: This will be the only opportunity for tours.** Respondents are responsible for their own transportation for the Facility tours. The purpose of the Pre-Submittal Conference and tours is to afford potential Respondents with an opportunity to develop a more detailed understanding of the City Facilities with regard to event and ticket operations. Respondents are encouraged to prepare and submit their questions in writing five (5) calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. Attendance at the Pre-Submittal Conference and/or site tour is optional, but highly encouraged.

DISABILITY ACCESS STATEMENT

This meeting is wheelchair accessible. The accessible entrance is located on the south side of the Alamodome at the top of the loading docks. Accessible parking spaces are located in Lot A, located immediately adjacent to and south of the Alamodome. Lot A can be accessed from the Interstate 37 North access road, just north of Durango Blvd. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested forty-eight (48) hours prior to the meeting). For assistance, call (210) 207-7245 Voice/TTY.

Any oral responses provided by City staff at the Pre-Submittal Conference shall be preliminary. A written summary of the Pre-Submittal Conference shall contain official responses, if any. Any oral response given at the Pre-Submittal Conference that is not confirmed in the written summary of the Pre-Submittal Conference or by a subsequent addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

VII. PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence:

- A. RESPONDENT PROPOSAL: Complete and submit RFP Attachment A, Respondent Proposal.
- B. DISCRETIONARY CONTRACTS DISCLOSURE: Complete, sign and submit RFP Attachment B, Discretionary Contracts Disclosure Form.
- C. LITIGATION DISCLOSURE: Complete and submit RFP Attachment C, Litigation Disclosure Form. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form with the proposal.
- D. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM FORM: Complete, sign and submit the Good Faith Effort Plan contained in RFP Attachment D.
- E. FINANCIAL INFORMATION: Submit financial statements, including income statements, balance sheets, and statements of changes, prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited by an independent Certified Public Accountant (CPA), for the three (3) most recently completed fiscal years. If audited financial statements are not available, provide evidence of the level of third-party review of the financial statements. If the services requested herein are performed through a subdivision of the corporation, provide annual sales of this subdivision for the last three (3) years. Also, submit a copy of Respondent's Dunn & Bradstreet Private Company Insight Report (D&B Report) obtained within the past thirty (30) days.
- F. PROOF OF INSURABILITY: Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFP if awarded a contract in response to this RFP. Respondent shall also submit a copy of their current insurance certificate.
- G. PROPOSAL BOND: Respondent must submit a proposal bond, in the form shown in RFP Attachment G, made payable to the City of San Antonio, executed by a corporate surety acceptable to the City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept Circular 570) in the amount of Five Thousand Dollars (\$5,000.00). The Proposal Bond shall be valid for ninety (90) days following the deadline for submission of proposals. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, the City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule.
- H. SIGNATURE PAGE: Respondent must complete, sign and submit the Signature Page found in RFP Attachment H. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal.

- I. PROPOSAL CHECKLIST: Complete and submit the Proposal Checklist found in RFP Attachment I.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

VIII. AMENDMENTS TO RFP

Changes, amendments, or written responses to questions received in compliance with Section X, Restrictions on Communication may be posted on the City's website at <http://epay.sanantonio.gov/RFPListings/>. It is Respondent's responsibility to review this site and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify City in accordance with Section X, Restrictions on Communication, that Respondent wishes to receive copies of changes, amendments, or written responses to questions by mail.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

IX. SUBMISSION OF PROPOSALS

- A. Respondent shall submit one (1) original, signed in ink, eight (8) copies, and one (1) compact disk (CD) in Adobe PDF format of the Proposal, in a sealed package, clearly marked on the front of the package "**Automated Ticket System**". The CD must contain only one (1) file in Portable Document Format (.PDF) of Respondent's entire Proposal in order and as depicted in the original document. All Proposals must be received in the City Clerk's office no later than **11:00 a.m., Central Time, on Friday, May 1, 2009**, at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the City Clerk's Office prior to the time and date set for submission of proposals. Any Proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the City Clerk's office by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

City Clerk's Office, Attn: Convention, Sports, and Entertainment Facilities Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:

City Clerk's Office, Attn: Convention, Sports, and Entertainment Facilities Department
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

B. Proposal Format: Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper inside a three ring binder. The use of recycled paper is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal may not exceed 200 pages (or 100 sheets) in length in response to RFP Attachment A Respondent Proposal. Electronic files, websites, or URLs shall not be included as part of the proposal, other than the CD specified above. Each proposal must include the sections and attachments in the sequence listed in the RFP Section VII, Proposal Requirements, and each section and attachment must be indexed and divided by tabs and indexed in a Table of Contents page. Failure to meet the above conditions may result in disqualification of the proposal.

C. Respondents who submit proposals to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number in their proposal's Respondent Questionnaire.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on their proposal's Respondent Questionnaire, the Director of Convention, Sports, and Entertainment Facilities Department shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

D. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred eighty (180) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

E. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.

F. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

X. RESTRICTIONS ON COMMUNICATION

- A. Respondents are prohibited from communicating with elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondents. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent’s proposal from consideration. Exceptions to the restrictions on communication with City employees include:
1. Respondents may ask verbal questions concerning this RFP at the Pre-Submittal Conference.
 2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until **5:00 p.m., Central Time, on Wednesday, April 22, 2009**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by electronic mail to:

Terri Canal, Contract Coordinator
City of San Antonio, Purchasing and General Services Department
terri.canal@sanantonio.gov

However, questions sent by certified mail, return receipt requested, will also be accepted and should be addressed to:

Terri Canal, Contract Coordinator
City of San Antonio, Purchasing and General Services Department
111 Soledad, 11th Floor
San Antonio, TX 78205

3. Respondents and/or their agents are encouraged to contact the Small Business Outreach Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy Program policy and/or completion of the Good Faith Effort Plan form. The point of contact is Ms. Melissa Aguillon. Ms. Aguillon may be reached by telephone at (210) 207-3900 or by e-mail at melissa.aguillon@sanantonio.gov. Respondents and/or their agents may contact Ms. Aguillon at any time prior to the due date for submission of Proposals. Contacting her or her office regarding this RFQ after the Proposal due date is not permitted.
 4. Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from such selection committee meetings as it deems in its best interests.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.

XI. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon this same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the City of San Antonio City Council.

Evaluation criteria:

- A. Experience, Background and Qualifications (20%)
- B. Proposed Plans (40%)
- C. Financial Plan (20%)
- D. Small Business Economic Development Advocacy Program (SBEDA) (20%):
 - 1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs).

Prime contractors who have a local branch office will receive six percent (6%) of the selection points.

Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).
 - 2. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs).

Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs (i.e. – 50% to HUEs = 2.5 points).

S/MBEs and/or SWBEs must be certified by the South Central Texas Regional Certification Agency, the City’s certifying agency, or approved by the Director of Economic Development or designee to be considered HUEs.
 - 3. A maximum of five percentage (5%) points for Prime Contractor compliance with the SBEDA Program policy:
 - a. One percent (1%) for submission/approval of the Good Faith Effort Plan.
 - b. One percent (1%) for meeting/exceeding the MBE goal.
 - c. One percent (1%) for meeting/exceeding the WBE goal.
 - d. One percent (1%) for meeting/exceeding the AABE goal.
 - e. One percent (1%) for meeting/exceeding the SBE goal.

XII. AWARD OF CONTRACT AND RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any Proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City will require the selected Respondent(s) to execute a contract in substantially the form as attached in Exhibit C with the City, prior to City Council award. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein.
- H. The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.
- I. Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – RFP Attachment B)

- J. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
- K. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

XIII. SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFP:

RFP Issue Date	Thursday, April 2, 2009
Pre-Submittal Conference	Thursday, April 16, 2009, 10:00 a.m.
Final Questions Accepted	Wednesday, April 22, 2009, 5:00 p.m.
Proposals Due	Friday, May 1, 2009, 11:00 a.m.
Interviews, if any	May 2009
City Council Consideration	June 2009
Contract Commencement	Wednesday, July 1, 2009, 12:01 a.m., Central Time

RFP EXHIBIT A

EVENT LIST

EVENT LIST

Act Name	Venue Name	Event Date	Sold
Ringling Bros. and Barnum & Bailey Circus	Alamodome	Jul-03	48,764
Dallas Cowboys vs. Houston Texans	Alamodome	Aug-03	24,972
Drum Corp International	Alamodome	Aug-03	563
Texas Football Classic	Alamodome	Aug-03	3,929
Bands of America	Alamodome	Nov-03	15,855
Tony Hawk's Boom Boom Huckjam	Alamodome	Nov-03	3,773
U.I.L. State Marching Band Contest: AAAA Finals	Alamodome	Nov-03	9,752
Clash of the Titans: Barrera vs. Pacquiao	Alamodome	Nov-03	7,800
U.T.S.A. Roadrunners vs. Texas A&M Aggies Men's Basketball	Alamodome	Dec-03	1,139
U.S. Army All-American Bowl	Alamodome	Jan-04	4,744
Monster Jam	Alamodome	Jan-04	63,904
I.F.M.A. Freestyle Motocross FMX	Alamodome	Jan-04	17,016
Disney on Ice	Alamodome	Mar-04	55,976
N.C.A.A. Hoop City	Conv. Ctr.	Apr-04	865
DCI Southwestern - Drum Corp International	Alamodome	Aug-04	614
Texas Football Classic	Alamodome	Aug-04	4,132
Bands of America	Alamodome	Oct-04	8,003
U.I.L. State Marching Band Contest	Alamodome	Nov-04	30,160
Futbol Mexicano De Verdad: Mexico vs. Guatemala	Alamodome	Nov-04	14,302
Interliga 2005: Necaxa vs. Toluca, Club America vs. Jaguares	Alamodome	Jan-05	6,750
U.S. Army All-American Bowl	Alamodome	Jan-05	8,904
2005 San Antonio Boat Show	Alamodome	Jan-05	9,011
Monster Jam	Alamodome	Jan-05	58,152
U.S. Hot Rod Association Monster Truck Events	Alamodome	Jan-05	25,404
Disney on Ice	Alamodome	Mar-05	55,652
Joes Osteen	Alamodome	May-05	33,862
Ringling Bros. and Barnum & Bailey Circus	Alamodome	Jul-05	36,147
Drum Corp International (D.C.I.) Southwest Championship	Alamodome	Jul-05	700
2005 San Antonio Summer Boat Show	Alamodome	Aug-05	2,022
Texas Football Classic	Alamodome	Aug-05	7,589
Lowrider Magazine 2005	Alamodome	Sep-05	1,555
U.T.S.A. Dome Rally	Alamodome	Sep-05	1,266
Bands of America	Alamodome	Nov-05	13,660
U.I.L. State Marching Band Contest: AAAA Finals	Alamodome	Nov-05	21,992
N.C.A.A. Division I Women's Volleyball Championship	Alamodome	Dec-05	29,580
Saint Peter & The Vatican: The Legacy of the Popes	Conv. Ctr.	Jan-06	105,664
U.S. All-American Bowl	Alamodome	Jan-06	5,734
Monster Jam	Alamodome	Jan-06	64,843
Disney on Ice	Alamodome	Apr-06	29,499
Lowrider Tour 2006	Alamodome	May-06	1,916
Ringling Bros. and Barnum & Bailey Circus	Alamodome	Jun-06	31,619
Drum Corps International	Alamodome	Jul-06	12,057
Texas Football Classic	Alamodome	Sep-06	4,436
Bands of America	Alamodome	Nov-06	8,890
U.I.L. State Marching Band Contest: AAA Preliminaries	Alamodome	Nov-06	26,072
Evander Holyfield Vs. Fres Oquendo	Alamodome	Nov-06	4,733
U.T.S.A. Men's Basketball	Alamodome	Nov-06	505
Texas High School Football	Alamodome	Nov-06	69,016
U.S. Army All-American Bowl	Alamodome	Jan-07	3,872
Monster Jam	Alamodome	Jan-07	76,569
Freestyle Motocross	Alamodome	Feb-07	11,343
N.C.A.A Men's Basketball Tournament	Alamodome	Mar-07	78,492

Act Name	Venue Name	Event Date	Sold
Disney on Ice	Alamodome	Apr-07	47,348
Blaze of Glory: Pacquiao vs Solis	Alamodome	Apr-07	12,207
Professional Bull Riders	Alamodome	May-07	6,605
Placido Domingo	Alamodome	Jun-07	6,137
Paulina Rubio	Municipal	Jul-07	1,565
Arts San Antonio	Lila Cockrell	Jul-07	7,045
Ringling Bros. and Barnum & Bailey Circus	Alamodome	Jul-07	43,648
Drum Corps International	Alamodome	Jul-07	11,259
FreeStyle Bomb Tour	Municipal	Aug-07	1,486
"Sommore" Sickie Cell	Municipal	Aug-07	904
San Antonio Opera	Lila Cockrell	Aug-07	2,888
Texas Football Classic	Alamodome	Sep-07	3,992
Arts San Antonio	Lila Cockrell	Sep-07	1,261
"Casting Crowns" Texas Arms of Love	Municipal	Sep-07	4,781
Arts San Antonio	Lila Cockrell	Oct-07	1,021
Mike Epps	Municipal	Oct-07	2,101
Bands of America	Alamodome	Nov-07	14,022
U.I.L. State Marching Band Contest: AAAA Finals	Alamodome	Nov-07	24,961
U.T.S.A. Men's Basketball vs. Navy	Alamodome	Nov-07	1,604
Mariachi Vargas	Municipal	Dec-07	4,178
Arts San Antonio	Municipal	Dec-07	10,156
San Antonio Metropolitan Ballet	Lila Cockrell	Dec-07	1,658
Texas U.I.L. Football Championships	Alamodome	Dec-07	9,783
San Antonio Metropolitan Ballet	Lila Cockrell	Dec-07	5,983
"Great Russian Nutcracker" Moscow Ballet	Lila Cockrell	Dec-07	2,479
U.S. Army All-American Bowl	Alamodome	Jan-08	4,125
Monster Jam	Alamodome	Jan-08	73,304
San Antonio Opera	Lila Cockrell	Jan-08	1,821
Arts San Antonio	Lila Cockrell	Feb-08	2,106
San Antonio Symphony	Municipal	Feb-08	2,033
San Antonio Symphony	Municipal	Feb-08	1,186
San Antonio Symphony	Municipal	Mar-08	3,377
San Antonio Symphony	Municipal	Mar-08	2,743
Disney on Ice	Alamodome	Mar-08	38,110
Chris Rock: No Apologies	Municipal	Mar-08	4,441
Chris Rock: No Apologies	Municipal	Mar-08	4,395
N.C.A.A. Hoop City	Conv. Ctr.	Apr-08	11,363
N.C.A.A. Hoop City	Conv. Ctr.	Apr-08	11,363
"Coronation" Order of the Alamo	Municipal	Apr-08	321
Professional Bull Riders	Alamodome	May-08	7,385
Pat Benatar	Municipal	May-08	1,784
"Boxing" Hall of Fame, LLC	Municipal	May-08	1,204
Katt Williams: It's Pimpin' Pimpin' Tour	Municipal	Jun-08	4,727
Katt Williams: It's Pimpin' Pimpin' Tour	Municipal	Jun-08	4,601
San Antonio Opera	Lila Cockrell	Jun-08	2,174
Ringling Bros. and Barnum & Bailey Circus	Alamodome	Jul-08	43,334
Texas Trophy Hunters Extravaganza	Alamodome	Jul-08	5,586
"Boxing" Star Boxing	Municipal	Jul-08	1,166
Drum Corps International	Alamodome	Jul-08	10,495
"America" KONO 101.1	Municipal	Aug-08	1,307
Texas Football Classic	Alamodome	Aug-08	4,117
Arts San Antonio	Municipal	Sep-08	3,202
San Antonio Opera	Lila Cockrell	Sep-08	3,775

Act Name	Venue Name	Event Date	Sold
Carlos Mencia	Municipal	Oct-08	3,901
San Antonio Symphony	Municipal	Oct-08	2,335
San Antonio Symphony	Municipal	Oct-08	1,630
San Antonio, Texas Super Regional Championship Finals	Alamodome	Nov-08	10,013
U.I.L. State Marching Band Contest: AAAAAA Finals	Alamodome	Nov-08	23,849
The Cult	Alamodome	Nov-08	638
San Antonio Metropolitan Ballet	Lila Cockrell	Nov-08	1,745
San Antonio Opera	Municipal	Nov-08	8,829
Julietta Venegas	Lila Cockrell	Nov-08	838
Mariachi Vargas	Municipal	Dec-08	4,167
Arts San Antonio	Lila Cockrell	Dec-08	5,658
Arts San Antonio	Lila Cockrell	Dec-08	6,500
"Russian Nutcracker" Moscow Ballet	Lila Cockrell	Dec-08	2,870
San Antonio Symphony	Lila Cockrell	Jan-09	355
U.S. Army All-American Bowl	Alamodome	Jan-09	3,320
San Antonio Symphony	Lila Cockrell	Jan-09	2,307
San Antonio Symphony	Lila Cockrell	Jan-09	697
Monster Jam	Alamodome	Jan-09	92,039
Arts San Antonio	Lila Cockrell	Jan-09	1,708
San Antonio Boat Show	Alamodome	Feb-09	5,438
Arts San Antonio	Lila Cockrell	Feb-09	1,395
Love/Happiness Comedy	Municipal	Feb-09	4,296
"Chris Tomlin" Full Armor Outreach	Municipal	Feb-09	4,213
San Antonio Symphony	Lila Cockrell	Mar-09	2,360
San Antonio Symphony	Lila Cockrell	Mar-09	1,666
San Antonio Symphony	Lila Cockrell	Mar-09	154
TI	Municipal	Mar-09	4,299
Robin Williams	Lila Cockrell	Apr-09	1,832
Disney on Ice	Alamodome	Apr-09	11,615
Charlie Pride	Lila Cockrell	Apr-09	1,400
Order of the Alamo	Municipal	Apr-09	4,000
International Cheer Power	Alamodome	May-09	13,782
San Antonio Symphony	Lila Cockrell	May-09	2,000
San Antonio Opera	Lila Cockrell	Jun-09	2,000
Texas High School Coaches Assoc. Game	Alamodome	Jul-09	5,642
San Antonio Opera	Municipal	Sep-09	2,000
Arts San Antonio	Municipal	Oct-09	3,000
MS Bike Rodeo Expo	Alamodome	Oct-09	10,000
Bands of America	Alamodome	Oct-09	13,185
Cheer Power Spook Night	Alamodome	Oct-09	2,970
Notre Dame Football Game	Alamodome	Oct-09	64,282
U.I.L. Marching Band Contest	Alamodome	Nov-09	18,013
Rock 'N Roll Marathon	Alamodome	Nov-09	45,428
San Antonio Lutheran Coronation	Municipal	Nov-09	3,000
Mariachi Vargas	Municipal	Nov-09	4,000
Go Kids Fitness Challenge	Alamodome	Nov-09	4,177
High School Football Playoffs	Alamodome	Nov-09	21,231
U.S.A.A. Christmas Party	Alamodome	Dec-09	13,297
Arts San Antonio	Municipal	Dec-09	3,000
High School Football Playoffs	Alamodome	Dec-09	17,044
High School Football Champ	Alamodome	Dec-09	9,124
San Antonio Symphony	Municipal	Dec-09	3,000
Ballet San Antonio	Municipal	Dec-09	2,500

Act Name	Venue Name	Event Date	Sold
Alamobowl	Alamodome	Dec-09	52,457
U.S. Army All-American Bowl	Alamodome	Jan-10	28,767
Monster Jam	Alamodome	Jan-10	75,102
San Antonio Opera	Municipal	Jan-10	2,000
Arts San Antonio	Municipal	Jan-10	4,000
San Antonio Symphony	Municipal	Jan-10	1,100
Boat Show	Alamodome	Jan-10	6,671
Cheer Power Nationals	Alamodome	Feb-10	13,782
University of Phoenix Graduation	Alamodome	Feb-10	2,266
Hall of Fame Gala	Alamodome	Feb-10	486
South Texas Winter Wine Festival	Alamodome	Feb-10	2,459
Home & Garden	Alamodome	Mar-10	14,874
American Spirit	Alamodome	Mar-10	7,123
Baby Expo	Alamodome	Mar-10	34,587
San Antonio Symphony	Municipal	Mar-10	1,100
Disney on Ice	Alamodome	Mar-10	53,955
Arts San Antonio	Municipal	Mar-10	3,000
N.C.A.A. Women's Final Four Basketball Tournament	Alamodome	Apr-10	45,142
Race for the Cure	Alamodome	May-10	10,000
High School Graduations	Alamodome	Jun-10	96,000
Ringling Bros. and Barnum & Bailey Circus	Alamodome	Jun-10	46,500
Alcoholic's Anonymous	Alamodome	Jul-10	37,592
Texas Trophy Hunters Extravaganza	Alamodome	Jul-10	15,000
Drum Corps International	Alamodome	Jul-10	11,000
Dallas Cowboys Training Camp	Alamodome	Jul-10	144,067
Professional Bullriding	Alamodome	Aug-10	7,000
Texas Football Classic	Alamodome	Aug-10	15,930
Fiestas Patrias Conjunto Festival	Alamodome	Sep-10	15,000

RFP EXHIBIT B

MINIMUM TICKET SYSTEM FUNCTIONAL REQUIREMENTS

Following is a list of the minimum functional requirements of the ticket system.

1. Provide for the inventory of the seating capacity by Facility and configuration, and for the creation, maintenance, and storage of ticket manifests by City staff and not just Respondent's staff, digitally in real-time for all sales mechanisms, as well as manage and reconcile the ticket inventory, and continuously synchronize the ticket manifest with sales, access control, and reporting capabilities.
2. Provide multiple customizable event categories, including season, group and single event account storage, and be capable of transferring prior season ticket manifest to current season ticket manifest.
3. Provide the capability to create and edit ticket manifests at any time, including ticket header information, date of change, section name change, and section addition/deletion/relocation.
4. Provide account storage capabilities for ticketed events not manifested through the ticketing system (i.e. high school football games, cheerleading competitions).
5. Provide ticket manifest and sales capabilities for ancillary tickets and events such as parking, and consumer and trade shows tickets.
6. Provide a Graphical User Interface (GUI) in a Windows environment for Point-of-Sale (POS) terminals/computers and internet sales, or other suitable alternative which is simple, intuitive, efficient, and timely.
7. Provide for season ticket renewals via the internet and telephone.
8. Provide a website that is secure and customizable with administrative control and access capabilities.
9. Seamlessly integrate and communicate with ticketing systems used by the National Collegiate Athletic Association (NCAA), San Antonio Bowl Association (Alamo Bowl), Arts San Antonio, San Antonio Symphony, and San Antonio Opera, who all currently use the Ticketmaster system.
10. Provide high-volume onsite sales and printing of tickets for all events in a timely, efficient and accurate manner through individual Points-of-Sale (POS).
11. Provide integrated ticket printing configured for high-volume applications for all Point-of-Sale (POS) terminals/computers at all Facility box offices, retail outlets, and any other applicable sales mechanisms.
12. Provide for all tickets sold via on-site Facility box offices, internet, phone, retail outlets, and any other sales mechanism, other than those tickets printed by customers, to consist of thermal paper with embedded security measures and contain unique and secured barcodes and confirmation codes used in conjunction with an integrated wireless ticket access control system.

13. Provide integrated credit/debit card swipe capabilities for all Point-of-Sale (POS) terminals/computers at all Facility box offices, retail outlets, and any other applicable mechanisms using credit card terminals provided by the City's current Merchant Banking Services Provider at Facility box offices.
14. Provide multiple payment and discount types including major credit/debit card (VISA, MasterCard, Discover), electronic check, coupon, Cash on Delivery (COD), exchange and other payment forms for all sales via the Facility box offices, internet, phone, retail outlets, and any other sales mechanism. For all sales through the Facility box offices, the City's Merchant Banking Services Provider shall provide end-to-end merchant banking services customarily provided in processing credit card transactions, including but not limited to: the provision of equipment/software; credit and charge transaction authorization, and; routing, clearing and settlement services for all major credit card brands. The selected Respondent must be certified to process credit card transactions through the City's current Merchant Banking Service Provider's platform, which is currently the TSYS platform (formerly known as Vital or Visanet). Should the Merchant Banking Service Provider change, the Contractor must have the capability of adjusting to accommodate possible changes in the platform utilized.
15. Provide the capability for split payments by customers on individual purchases to include multiple payment methods and multiple party payments for an individual purchase.
16. Provide for the assessment, collection and accounting of various types of fees and charges for various ticket types and quantities, including City and Respondent fees and charges by venue.
17. Display and print all system and custom reports, and export/download data and report information into Microsoft Office programs, including Excel, Word and Access, via American Standard Code for Information Interchange (ASCII) format. Additionally, provide for the automatic download of revenue data into the City's current SAP general ledger system.
18. Provide user access levels, including limiting staff access to data associated only with their department without access to overall sales activity.
19. Provide all associated accounting requirements:
 - a. Record sales of tickets as either cash or non-cash transactions, and post the information accordingly.
 - b. Provide an audit trail of all ticket and monetary transactions, including user identifications, dates and times.
 - c. For exchanges and refunds, as well as provide an option to access and automatically post additional exchange and refund fees.
 - d. For sales via internet, telephone and retail outlets.
20. Process a sale and donation as a simultaneous transaction.
21. Provide online seating charts for all Facilities and seating configurations, with total event inventory.

22. Provide for specific seat sales via automatic seat selection (best available), price category sales, series sales, and multiple event sales.
23. Provide for the search of events by event type, artist, location and price with user-defined criteria and data elements.
24. Provide for the sale of both single and series/season events on the same system by only changing the event code.
25. Provide all users the ability to view available and unavailable seating in section displays, including section, row and seat identification.
26. Allow short-term hold of seats by customers out of sales mode via purchase by internet, telephone, or other applicable sales mechanism.
27. Provide the highest level of safety and security of data and customer information, including safeguarding and protecting customer personal and financial information, and providing opt-out of third-party advertisers and services.
28. Maintain a response time not to exceed thirty (30) seconds, ninety-five percent (95%) of the available sales time, for all Point-of-Sale (POS) terminals/computers. Response time is defined as the elapsed time after pressing the “return” or “enter” key on a POS terminal/computer keyboard until the first character appears on the POS terminal/computer screen.
29. Provide Automated Clearing House (ACH) settlement for events with secured online financial reporting.
30. Provide discount code and ticket package capabilities.
31. Provide cross-selling capabilities for food and beverage and other promotions, including pre-sold reservations for event dinners, pre-ordered drinks, merchandising, parking, smart cards, and self-service ticket kiosks.
32. Provide fan-to-fan re-sales and ensure that local and state re-sale laws are not violated.
33. Provide for the simultaneous access of multiple users while providing record locking to allow multiple users to access and change data without compromising data integrity.
34. Provide user-defined security levels to permit access to the system, including menu and screen-level permissions that permit queries and updates to specific areas and data.
35. Provide for the creation, capture, storage, maintenance, and manipulation of detailed customer demographic and account information entered in data entry fields, which includes historical seating history, donor level (if applicable), order status, methods of payment, current and previous addresses, seating preferences, and account notes. In the event the Respondent either stores, manages, or is provided physical or logical access to systems, networks or applications that handle City credit card transactions, Respondent shall comply with Payment Card Industry (PCI) Data Security Standards (DSS).

36. Provide Spanish language support in all aspects of ticket sales, customer service, and technical support, including internet and telephone.
37. Provide the ability to resale refunded and exchanged tickets.
38. Provide for the capability to generate maps of entire events, specific consecutive sections, open seats, seat types (i.e. complimentary, adult, pre-print), etc. with time and date of report.
39. Provide for database access and ticket sales remotely during non-business hours.
40. Provide print-at-home capabilities for customers.
41. Provide a full range of common and customizable reports without the need for programming utilizing integrated reporting capabilities or Crystal Reports.
 - a. Produce detailed advance sales reports or audits that post sales as they occur and supply continuously updated information. Additionally, the reports should indicate number of tickets sold by price category, corresponding dollar value, number of seats on hold or reserved, number of pre-printed tickets issued, number of seats “killed”, and the net and original event capacity.
 - b. Produce real-time event seating manifests, including seats sold by category type (price, complimentary, season ticket, etc.).
 - c. Produce ticket access control reports, including tickets scanned and un-scanned.
 - d. Produce daily and specific sales reconciliation reports, including sales reference/onsite and cash/internet orders.
 - e. Produce a combined single report of all events or event days.
 - f. Produce reports by categories, including system, primary, secondary, season and exchanges.
 - g. Produce a report listing all refunds transacted by event.
 - h. Produce a detailed report of all daily transactions posted separately as they occur on an individual or operator basis, including the event name, type of transaction, seats affected, time and date activity occurred, total tickets, and dollar amounts affected.
 - i. Produce a daily sales report for all operators or sellers by category, including cash sales, unique charge sales, and refunds.
 - j. Provide remote access to reporting, as well as email and/or text message reporting capabilities.
 - k. Provide extensive online or other suitable reporting capabilities to manage and monitor sales and other information, to include at a minimum detailed historical customer account and demographic information. If reporting is not online, provide licenses of reporting software to City at Respondent’s cost. In the event that Respondent either stores, manages, or is provided physical or logical access to systems, networks or applications that handle City credit card transactions, Respondent shall comply with Payment Card Industry (PCI) Data Security Standards (DSS).

NOTE: Any information technology components (hardware or software) proposed by the Respondent that will interface with any City information systems or information technology infrastructure must comply with the City's current information technology standards.

RFP EXHIBIT C
SAMPLE CITY AGREEMENT

(Posted as a Separate Document)

RFP ATTACHMENT A
RESPONDENT PROPOSAL

RESPONDENT PROPOSAL

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture. Respondent's proposals should be organized and submitted in the following manner and order, with each section tabbed and noted with the appropriate heading indicated.

TAB 1 – TABLE OF CONTENTS

TAB 2 – EXECUTIVE SUMMARY

Provide a maximum five (5)-page summary of Respondent's Proposal to include at a minimum:

1. Highlights of major components of Respondent's Proposal.
2. Description of the Respondent's current business, business philosophy regarding operations and client relationships, and Respondent's general approach to ticket systems and services.
3. Statement of understanding concerning the City's needs and Respondent's approach to this project, knowledge of the elements involved, and specific approach for the services requested, including a statement of work to be accomplished, how Respondent proposes to accomplish and perform each specific service, and unique problems perceived by Respondent and their solutions.

TAB 3 – GENERAL INFORMATION

Complete the following form and include with Respondent's Proposal.

1. **Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

- ☐ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
☐ Partnership
☐ Corporation If checked, check one: ☐ For-Profit ☐ Nonprofit
 Also, check one: ☐ Domestic ☐ Foreign
☐ Other If checked, list business structure: _____

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ☐ No ☐

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ☐ No ☐ If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ☐ No ☐ If “Yes”, respond to a and b below:

- a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months_____

- b. State the number of full-time employees at the San Antonio office. _____

7. **County Operation:** If the Respondent does not have a San Antonio office, does the Respondent have an office located in Bexar County, Texas?

Yes ☐ No ☐ If “Yes”, respond to a and b below:

- a. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

- b. State the number of full-time employees at the Bexar County office. _____

8. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ☐ No ☐ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

9. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ☐ No ☐ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

10. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ☐ No ☐ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

11. Provide any other names under which Respondent has operated within the last 10 years.

TAB 4 – REFERENCES

Provide four (4) client references who currently utilize the Respondent's proposed ticketing systems with seating manifests in excess of 10,000. Two (2) of the four (4) references must be from clients who own and operate stadiums, theatres and/or performing arts centers which utilize Respondent's proposed ticketing system. For each reference, attach a brief abstract of relevant information, including types and seating capacities of venues, types of events, and annual number of tickets manifested, sold and value.

Reference No. 1:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Fax No: _____

Email: _____

Website: _____

Reference No. 2:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Fax No: _____

Email: _____

Website: _____

Reference No. 3:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Fax No: _____

Email: _____

Website: _____

Reference No. 4:

Firm/Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No.: _____ Fax No: _____

Email: _____

Website: _____

A. EXPERIENCE, BACKGROUND AND QUALIFICATIONS

TAB 5 - Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Provide an overview of Respondent's company.
 - a. Describe Respondent's experience relevant to the Scope of Services requested in this RFP.
 - b. Include years in business and listing of clients serviced and/or supported locally, regionally, state-wide and nationally.
 - c. List and describe relevant contracts of similar size and scope secured initially over the past four (4) years, as well as identify associated results or impacts of your ticketing system for these contracts.
 - d. Indicate the number of years of Respondent experience in ticketing. Also, indicate the number of years of Respondent experience in ticketing locally in San Antonio and in Texas.
 - e. Indicate the number and locations of markets in which the Respondent operates.
 - f. Indicate the number of tickets sold annually through Respondent's ticketing system and the corresponding dollar value.
 - g. Provide a summary of major events for which Respondent currently sells tickets, including type of event, number of tickets manifested, number of tickets sold and value.
 - h. Provide a summary of major venues at which Respondent currently sells tickets under agreement, including type of venue, seating capacity, types of events, number of tickets manifested, number of tickets sold and value.
 - i. For Respondent's internet website and local homepage, if applicable, provide annual total visitation, annual new visitation, annual number of tickets sold and value, and internet address(es).
 - j. For Respondent's telephone sales, if applicable, provide the number of annual calls, annual new calls, annual number of tickets sold and value, and phone numbers, locations, days and hours of operation.
2. Describe specific experience with public entities clients, especially large municipalities. If Respondent currently provides or has provided a ticketing system for the City in the past other than for the Facilities for which this RFP solicits, provide information on the contract terms, types and seating capacities of facilities serviced, types of events, responsible department(s), contact information, tickets manifested annually, tickets sold annually, and value of tickets sold annually.

3. Identify any additional skills, experiences, qualifications, and/or other relevant information regarding qualifications.

TAB 6 – ACCOUNT MANAGEMENT

1. Provide an overview of overall organization structure. Additionally, provide an organizational chart for this agreement that clearly describes the reporting/supervisory structure between the designated local account manager and the support staff.
2. Describe in detail the qualifications and experience of the proposed local account manager and any support staff dedicated specifically for this agreement. Provide professional resumes of the local account manager and staff to be assigned to this agreement to include relevant experience on agreements of similar size, scope and complexity, percentage of time they were involved with these agreements, and the number and professional qualifications (to include licenses, certifications, associations).
3. State the primary work assignment and the percentage of time the local account manager and support staff will devote to this agreement.
4. List other resources such as number and location of offices (including local and regional offices and number of personnel at each), total number of employees, and number and types of equipment available to support this agreement.
5. Provide a comprehensive operating budget, including revenue and expenses, for this agreement.

B. PROPOSED PLANS

TAB 7 – PROPOSED SYSTEM

Provide documentation, including product brochures, sample screen shots, and reports as appropriate.

1. SYSTEM OVERVIEW:
 - a. Describe in detail all of Respondent's relevant products, equipment, systems and capabilities.
 - b. Describe in detail Respondent's proposed core technology modules, including ticket access control system and Customer Relationship Management (CRM), and whether they are owned and integrated by Respondent, or provided by third parties.
2. SYSTEM SPECIFICATIONS:
 - a. Describe in detail Respondent's proposed products, equipment, systems and capabilities to specifically address the scope of services of this RFP, including ticket access control and self-service kiosks, if applicable.
 - b. Provide a complete inventory of all equipment, including hardware and software, proposed by Respondent based on the scope of services of this RFP, including detailed specifications, to successfully implement and operate the proposed system. Include as applicable all Point-of-Sale (POS) terminals/computers, ticket printers, report printers (if

integrated), hand-held scanners, self-service kiosks, Uninterruptible Power Supplies (UPS), modems, servers, routers, hubs, switches, wireless access points, etc. Note: credit card terminals are to be purchased from the City's current Merchant Banking Services Provider.

- c. Provide a complete list of consumables utilized by Respondent's proposed system, including as applicable ticket stock, paper, drums, toner/ink, etc.
- d. Describe in detail Respondent's plan for the upgrade and replacement of Respondent's products, equipment and systems during the term of the agreement as technology advances and event/ticket trends change.
- e. Describe in detail the energy efficiency of all Respondent's and third-party proposed systems and equipment, including efficiency ratings (if applicable) as well as annual energy usage and cost.
- f. If Respondent is proposing any equipment to be purchased by the City, provide copies of proposed warranty and service/maintenance agreements for proposed equipment.

3. ON-SITE REQUIREMENTS:

- a. Describe in detail Respondent's on-site requirements at the facilities and box offices for installation of Respondent's proposed products and systems, including hardware and software.
- b. Describe in detail any City operating requirements to support Respondent's proposed systems, if any, and any database software or other third-party supporting software or systems required to be purchased by the City for the Respondent's proposed system.
- c. Describe in detail any other requirements, hardware or software required or necessary to support Respondent's proposed system. Include information on any third-party systems or equipment.

4. SYSTEM IMPLEMENTATION:

- a. Describe in detail Respondent's proposed plan for the implementation of Respondent's proposed products, equipment and system, including all hardware and software. Address: i) design; ii) manufacture and procurement; iii) installation; iv) testing; v) transition plan from the current contractor, if applicable; vi) potential issues and proposed resolutions; vii) data migration/conversion; viii) schedules in the form of GANNT charts; ix) staffing and qualifications of transition personnel, and; x) training of City staff.
- b. Provide case studies of system implementation and address important implementation problems encountered and the resolutions developed and implemented to address those problems.

5. SYSTEM MAINTENANCE AND UPDATES:

- a. Describe in detail Respondent's proposed plan for ongoing system maintenance and software updates/upgrades, including frequency, duration, and method. Identify proposed tasks, schedules and timelines.
- b. Provide historical system downtime/outage statistics, including causes, frequency, duration, and days and times of planned and unplanned outages.
- c. Describe in detail Respondent's proposed emergency service capabilities for this agreement, including response time.
- d. Describe in detail Respondent's procedures and protocols for system and power failure. If different, include procedures and protocols for system and power failure during daily facility box office operations and event day sales operations at each facility.

6. **SYSTEM SECURITY:**

- a. Describe in detail Respondent's system security. Address: i) user accounts and levels of access that can be assigned to various system information and capabilities, as well as critical data (i.e. database, module, functional, or field level; ii) counterfeiting, ticket duplication, "hackers" and firewall specifications/implementation; iii) the responsible party for the installation of updates on Respondent's critical servers (i.e. City or Respondent); iv) mail policies relating to timeliness and security, and; v) any additional security features available.

7. **DATA AND DISASTER RECOVERY PLAN:**

- a. Describe in detail Respondent's proposed plan for data migration/conversion from current contractor (if applicable), backup, recovery and integrity, as well as disaster recovery plan with regard to data and/or system failure? Include: i) the responsible party for the backup of Respondent's onsite servers (i.e. City or Respondent); ii) the location of the backup (i.e. onsite in system servers or offsite), and; iii) whether the system's hardware is fully redundant with automatic failover.
- b. Provide evidence that the disaster recovery plan is established and proven through successful case studies in which the proposed plan was utilized.

8. **RESEARCH & DEVELOPMENT:**

- a. Describe in detail Respondent's approach to, and ongoing investment in, research and development, product development, and technology, as well as specific resources to continuously assess event and ticket trends and gauge, develop and implement event and technological advancements and improvements.

TAB 8 – CUSTOMER SERVICE

1. Describe in detail Respondent's customer service philosophy and practices, including citing specific customer service models and tools utilized, and how this philosophy will be conveyed to the customers and licensees of the Facilities.
2. Describe in detail Respondent's customer service mechanisms for customers outside the metropolitan San Antonio area.
3. Describe in detail Respondent's customer service complaint and dispute resolution processes. Provide flowcharts, organizational chart and contact information, including web and email addresses, phone numbers, and days and hours of operation of customer service.
4. Describe in detail Respondent's phone room capabilities and the process for addressing peak demand for single tickets. Include the following: i) number of phone agents and total line capacity specifically for heavy on-sales; ii) normal and extended bandwidth for heavy on-sales and related customer service issues; iii) Interactive Voice Response (IVR) capabilities; iv) details of processes to ensure personalized and informed service to patrons; v) whether staff processes exchanges and refunds, and; vi) whether staff is provided information regarding events and venues (i.e. seating configuration and location, disabled seating and services, house policies, etc.).

TAB 9 – RETAIL OUTLETS

1. Describe in detail Respondent's ability and/or arrangements to market and sell tickets via retail outlets and any other third-party methods.
2. List all pre-established outlets and retail locations to be utilized by the Respondent in the San Antonio metropolitan area. Provide contract expiration dates for these outlets.
3. List all pre-established outlets and retail locations to be utilized by the Respondent outside of the San Antonio metropolitan area. Provide contract expiration dates for these outlets.
4. Describe the process for identifying, selecting, training and supporting the outlets and retail locations.

TAB 10 – TRAINING

1. Describe in detail Respondent's training plan to provide City staff with initial and ongoing training in the operation and maintenance of Respondent's proposed system. Include: onsite, offsite and remote training via teleconference or other mechanism; critical, optional and City-requested training, including training for new box office personnel, software upgrades and process changes. The successful Respondent will be required to provide and include in its proposal comprehensive onsite training for all Facility box office staff in the complete use of the system initially upon completion of system implementation. The plan should include at a minimum proposed training curricula, schedules, number of sessions, hours per session, number of training staff, qualifications of training staff, and the number of trainees per session.

TAB 11 – MARKETING

1. Describe in detail Respondent's ability to market and sell tickets online via the internet. Include number of potential customers in Respondent's regional, state and local database(s), as well as third-party internet audiences Respondent provides.
2. Describe in detail Respondent's ability to market and sell tickets by telephone, including Interactive Voice Response (IVR).
3. Describe in detail Respondent's marketing resources, sales enhancements and experience specifically with regard to: i) developing and coordinating national on-sale plans, such as auctions, pre-sales, promotions, up selling, packaging, online group sales, discreet third-party discounting, and email and text messaging; ii) conducting primary market auctions, VIP packages, and fan club up-selling; iii) proposed system's ability to manage complex promotions, including case studies of complex promotions, and; iv) providing promotions scripts to telephone staff to facilitate up-selling.
4. Describe in detail Respondent's philosophy and policies regarding capturing, storing and providing customer information for marketing and development purposes, including the sale or provision of customer information to third parties and affiliates. Address Respondent's customer privacy policies, including opt-out provisions. If applicable, describe in detail the

capabilities of Respondent's system to capture customer demographic and sales history data for marketing and development purposes. Address whether Respondent's system interfaces with third party systems to both upload and download data and information and whether Respondent's system can generate certified mailing lists. In the event that Respondent either stores, manages, or is provided physical or logical access to systems, networks or applications that handle City credit card transactions, Respondent shall comply with Payment Card Industry (PCI) Data Security Standards (DSS).

5. Describe in detail Respondent's capabilities in responding to additional service needs throughout the term of the agreement.
6. Describe in detail any additional value-added services, incentives and enhancements that Respondent can provide to the City, or any of its clients or customers. This could include, but is not necessarily limited to, the following: signing bonus; marketing bonus; rebates; annual advertising bonus; City revenue-share increases, and; volume incentives.
7. Describe in detail Respondent's agreements, arrangements and/or strategic partnerships with third-parties for value-added services, incentives, enhancements, strategic benefits, or sponsorship opportunities.

TAB 12 – SYSTEM FUNCTIONALITY

Provide documentation, including product brochures, sample screen shots, and reports as necessary. Respondents should refer to the Scope of Services of this RFP as well as RFP Exhibit B – Minimum Ticket System Functional Requirements for completion of this section.

1. DATABASE:
 - a. Provide a comprehensive description of the functionality of Respondent's proposed system with regard to the interaction of databases to reporting formats and relationships between database and Point-of-Sale (POS) terminals/computers.
2. SALES:
 - a. Provide a comprehensive description of the functionality of Respondent's proposed system with regard to the processes to sell live, via internet and phone, both season subscription and single ticket sales, and reconciliation procedures for both types.
3. ACCOUNT CREATION/DATA HISTORY:
 - a. Describe in detail the account creation and data storage capabilities of Respondent's proposed system. Address: i) the types of data, including customer demographic information and historical sales history, that are captured and stored and the file formats; ii) the access of data through outlet, telephone and internet sales; iii) the length of time data, events, reports, and maps are stored and remain accessible, and; iv) archiving of data and access. In the event that Respondent either stores, manages, or is provided physical or logical access to systems, networks or applications that handle City credit card transactions, Respondent shall comply with Payment Card Industry (PCI) Data Security Standards (DSS).

4. **DEMOGRAPHIC DATA:**

- a. Describe in detail Respondent's proposed system's capabilities to capture and store customer information, including demographic and historical ticketing information. In the event that Respondent either stores, manages, or is provided physical or logical access to systems, networks or applications that handle City credit card transactions, Respondent shall comply with Payment Card Industry (PCI) Data Security Standards (DSS).

5. **REPORTING:**

- a. Describe in detail the reporting capabilities of Respondent's proposed system. Provide samples and descriptions of all standard reports. Address:
 - i. settlement reports;
 - ii. ticket access control system reports;
 - iii. custom reports, including whether reports have to be created by programmers or can be created by users, and responsibility for accuracy;
 - iv. export capabilities, specifically to Microsoft Office programs and SAP enterprise accounting software;
 - v. advance or daily sales reports or audits;
 - vi. event seating manifests;
 - vii. combined or summary reports;
 - viii. transaction, usage and operator reports

TAB 13 – TECHNICAL SUPPORT

- 1. Describe in detail Respondent's proposed onsite and remote technical support plan for Respondent's system. Include: i) the experience and location of the specific people who will be responsible for the daily support of these Facilities; ii) the number and qualifications of help desk staff, consultants, developers and trainers employed full-time by Respondent; iii) types of training and education services available to the City, and; iv) hours of operation and after-hours support.

TAB 14 – SUBCONTRACTOR MANAGEMENT (if applicable)

- 1. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
- 2. Describe in detail the types of services that Respondent usually subcontracts and Respondent's subcontractor selection process.
- 3. Identify the subcontractors that Respondent plans to use for this project. Include: i) an organization chart depicting all planned subcontractors and area of responsibility; ii) experience on projects of similar scope, complexity and value, and; iii) names, addresses, telephone numbers, and email addresses of contacts for verification of experience.
- 4. Include a plan describing how Respondent will manage subcontractors, if applicable. Describe the processes that will be used for the assignment of tasks, project scheduling, and budget control, as well as capability to provide all services required for design and implementation under this agreement. Provide specific information on management of the

following phases: i) design; ii) procurement; iii) installation; iv) submittal of as-built drawings (if applicable), equipment manuals, and warranties; v) inspection, and; vi) operations and maintenance training.

C. FINANCIAL PLAN

TAB 15 – FINANCIAL

Respondent should prepare the following information utilizing the Scope of Services and other information contained in this RFP.

1. **HARDWARE AND EQUIPMENT:** Provide a comprehensive financial summary of the hardware and equipment costs to City, if any, associated with Respondent's proposed system. This cost could include: Point-of-Sale (POS) terminals/computers; ticket printers; report printers; hand-held ticket scanners; wireless access points; self-service kiosks; servers; routers, and; hubs. Prepare the summary in table format and include: equipment type; primary function; make and model; quantity; total value (actual cost), and; cost to City, if any, by agreement year. Note: credit card terminals are to be purchased from the City's current Merchant Banking Services Provider.
2. **SOFTWARE:** Provide a comprehensive financial summary of the software costs to City, if any, associated with Respondent's proposed system. This cost could include: ticket sales and distribution; ticket access control; marketing applications such as Respondent's email system; initial setup; software licensing; software updates (required and optional); incremental user and/or usage costs; and; third-party software licensing and updates (i.e. reporting software such as Crystal Reports). Prepare the summary in table format and include: software type; primary function; licenser; quantity; total value (actual cost), and; cost to City, if any, by agreement year.
3. **INTERNET, TELEPHONE AND RETAIL OUTLETS:** Provide a comprehensive financial summary by agreement year of the internet, telephone and retail outlet costs to City, if any, associated with Respondent's proposed system. Prepare the summary in table format, itemizing each type of cost, purpose, total value (actual cost), and cost to City, if any, by agreement year.
4. **TICKET MANIFESTS:** The City currently utilizes multiple manifests for the Facilities depending on the event. Provide a comprehensive financial summary of the cost to the City, if any, for the creation of these manifests in the Respondent's proposed system.
5. **MAINTENANCE AND SUPPORT:** Provide a comprehensive financial summary by agreement year of the ongoing maintenance and support costs to City, if any, associated with Respondent's proposed system. These costs should include: one-time and annual costs for general administration and support; accounting support; sales and marketing support; onsite and remote system technical support; documentation and reference material costs, and; third-party services. Provide the summary in table format, itemizing each type of cost, purpose, total value (actual cost), and cost to City, if any, by agreement year.

6. **CONSUMABLES:** Provide a comprehensive financial summary by agreement year of the ongoing consumables cost to City, if any, associated with Respondent's proposed system. This cost could include: ticket stock; printer drums, and; printer toner/ink. Prepare the summary in table format and include: consumable type; primary usage; manufacturer; estimated annual usage; total value (actual cost); cost per unit, and; cost to City, if any, by agreement year.
7. **IMPLEMENTATION AND DATA MIGRATION/CONVERSION:** Provide a comprehensive financial summary of the initial installation, implementation and data migration/conversion costs to City, if any, associated with Respondent's proposed system. This cost could include: the transfer of any information database from the current Ticketmaster system, if applicable; all electrical and telecommunications cabling and wiring; any Facility modifications required, and; any third-party services. Prepare the summary in table format and include: type of work/service; purpose; total estimated number of hours; hourly cost; total estimated project cost, and; cost to City, if any.
8. **TRAINING:** Provide a comprehensive financial summary by agreement year of the initial and ongoing training costs to City, if any, associated with Respondent's proposed system. This cost could include: onsite, offsite and remote training via teleconference or other mechanism; critical, optional and City-requested training, including training for new box office personnel, software upgrades and process changes, and; ancillary costs, including travel, accommodations, office supplies, printing, and teleconferencing. Prepare the summary in table format and include: training type; location; method; annual number of hours; total value (actual cost); cost per hour; itemized ancillary costs, and; cost to City by agreement year.
9. **MARKETING SUPPORT:** Provide a comprehensive financial summary by agreement year of the marketing support to be provided to City directly or indirectly as a result of this agreement and associated with Respondent's proposed system. This could include: annual guarantees; signing bonus; marketing bonus; annual advertising bonus; sponsorships, and; additional value-added services, incentives or enhancements provided by Respondent and/or third parties to the City and/or customers. All marketing support should have a legitimate monetary value based either directly on hard costs or indirectly on incremental sales or other monetary basis. Prepare the summary in table format and include: type of support; purpose; total annual value, and; cost to City, if any, by agreement year.
10. **TICKET CHARGES AND FEES:** Using Form 15a, provide a comprehensive financial summary by agreement year of the charges and fees Respondent proposes to assess to customers and the City. These charges and fees should include: customer charges; order processing charges; City charges, and; ticket resale charges. Prepare the summary utilizing the formats provided herein, amending only as necessary to conform to Respondent's proposal.
11. **CITY REVENUE:** Using Form 15b, provide a comprehensive financial summary by agreement year of the proposed revenue to the City. City revenue could include shared revenue with Respondent associated with: internet, phone and retail sales; secondary sales; ticket exchanges; ticket resale; auctions; mailing fees; electronic payment fees; order processing fees; customer charges; revenue share increases, and; volume bonuses. Prepare the summary utilizing the format provided herein, amending only as necessary to conform to Respondent's proposal.

ADDITIONAL INFORMATION

TAB 16 – CONTRACT TERMS AND CONDITIONS

1. The City has attached a Sample City Contract as RFP Exhibit C. The City must materially adhere to the terms of the attached contract; therefore, a Proposal that may result in significant modification to the contract, or which requires extensive conditions to the terms, may jeopardize the selection of that Respondent for this project. While the City expects Respondents to adhere to the City's standard Contract terms and conditions, identify any contract provisions, problems or conflicts that the Respondent may have.
2. Provide samples of Respondent's contract(s) with the Proposal, including samples for 1) a detailed (investment grade) audit and, 2) design and implementation.
3. State any additional terms and conditions that Respondent has, including any the Respondent considers non-negotiable.

TAB 17 – ADDITIONAL INFORMATION AND QUESTIONS

1. Provide any additional plans and/or relevant information about Respondent's approach to providing the required system and services that may aid the City in comparing qualifications/proposals. Please provide any questions Respondent may have of the City and/or remarks that have not been addressed herein. Respondent may also pose any questions and/or address any issues that have not been addressed herein, or expand on previous answers; however, any questions and/or remarks should be limited to a maximum of two (2) additional pages. All exceptions must be listed, referencing the section of the RFQ to which they apply.

**Form 15a – Ticket Charges and Fees
(Page 1 of 4)**

Customer Charge (\$ Per Ticket) – Concerts

Face Value of Ticket	7/1/09 – 6/30/10	7/1/10 – 6/30/11	7/1/11 – 6/30/12	7/1/12 – 6/30/13	7/1/13 – 6/30/14	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	7/1/18 – 6/30/19
Under \$____										
\$____ to \$____										
\$____ to \$____										
\$____ to \$____										
\$____ to \$____										
\$____ and above										

Customer Charge (\$ Per Ticket) – Professional Sports

Face Value of Ticket	7/1/09 – 6/30/10	7/1/10 – 6/30/11	7/1/11 – 6/30/12	7/1/12 – 6/30/13	7/1/13 – 6/30/14	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	7/1/18 – 6/30/19
Under \$____										
\$____ to \$____										
\$____ to \$____										
\$____ to \$____										
\$____ to \$____										
\$____ and above										

Customer Charge (\$ Per Ticket) – Family Shows

Face Value of Ticket	7/1/09 – 6/30/10	7/1/10 – 6/30/11	7/1/11 – 6/30/12	7/1/12 – 6/30/13	7/1/13 – 6/30/14	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	7/1/18 – 6/30/19
Under \$____										
\$____ to \$____										
\$____ to \$____										
\$____ to \$____										
\$____ to \$____										
\$____ and above										

**Form 15a – Ticket Charges and Fees
(Page 2 of 4)**

Customer Charge (\$ Per Ticket) – Family Shows

Face Value of Ticket	7/1/09 – 6/30/10	7/1/10 – 6/30/11	7/1/11 – 6/30/12	7/1/12 – 6/30/13	7/1/13 – 6/30/14	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	7/1/18 – 6/30/19
Under \$_____										
\$_____ to \$_____										
\$_____ to \$_____										
\$_____ to \$_____										
\$_____ to \$_____										
\$_____ and above										

Order Charge (\$ per Order)

Type of Sale	7/1/09 – 6/30/10	7/1/10 – 6/30/11	7/1/11 – 6/30/12	7/1/12 – 6/30/13	7/1/13 – 6/30/14	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	7/1/18 – 6/30/19
Retail Outlet										
Telephone										
Internet										
Kiosk (if applicable)										

**Form 15a – Ticket Charges and Fees
(Page 3 of 4)**

City Charge (\$ per Ticket, or % of Gross Sales or Electronic Payment Fees)

Type of Sale	7/1/09 – 6/30/10	7/1/10 – 6/30/11	7/1/11 – 6/30/12	7/1/12 – 6/30/13	7/1/13 – 6/30/14	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	7/1/18 – 6/30/19
Retail Outlet \$ - or - %										
Telephone \$ - or - %										
Internet \$ - or - %										
Kiosk (if applicable) \$ - or - %										
Other Ticket Types (i.e. comp) Printed by or on Behalf of City \$										

Form 15a – Ticket Charges and Fees
(Page 4 of 4)

Ticket Resale

Fee	7/1/09 – 6/30/10	7/1/10 – 6/30/11	7/1/11 – 6/30/12	7/1/12 – 6/30/13	7/1/13 – 6/30/14	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	7/1/18 – 6/30/19
Seller Fee (% of Posting Price per Ticket)										
Posting Fee (\$ per Order)										
Buyer Fee (% of Posting Price per Ticket)										
Processing Fee (\$ per Ticket)										

Auction Fee (% of Auction Lift)

Fee	7/1/09 – 6/30/10	7/1/10 – 6/30/11	7/1/11 – 6/30/12	7/1/12 – 6/30/13	7/1/13 – 6/30/14	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	7/1/18 – 6/30/19
Auction Fee										

Form 15b – City Revenue**City Revenue (\$)**

Fee	7/1/09 – 6/30/10	7/1/10 – 6/30/11	7/1/11 – 6/30/12	7/1/12 – 6/30/13	7/1/13 – 6/30/14	7/1/14 – 6/30/15	7/1/15 – 6/30/16	7/1/16 – 6/30/17	7/1/17 – 6/30/18	7/1/18 – 6/30/19
Customer Charge										
Order Charge (Will-Call Only)										
Auction Fee										
Ticket Resale Seller Fee										
Ticket Resale Posting Fee										
Ticket Resale Buyer Fee										
Ticket Resale Processing Fee										

RFP ATTACHMENT B
DISCRETIONARY CONTRACTS DISCLOSURE FORM

City of San Antonio Discretionary Contracts Disclosure

For use of this form, see [Section 2-59 through 2-61 of the City Code \(Ethics Code\)](#)
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity¹ that is a party to the discretionary contract: Note: At a minimum, the Respondent's name should be listed.
(2) Identify any individual or business entity which is a partner, parent or subsidiary business entity, of any individual or business entity identified above in Box (1):
☐ No partner, parent or subsidiary; or List partner, parent or subsidiary of each party to the contract and identify the corresponding party:
(3) Identify any individual or business entity that would be a subcontractor on the discretionary contract.
☐ No subcontractor(s); or List subcontractors:
(4) Identify any lobbyist or public relations firm employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.
☐ No lobbyist or public relations firm employed; or List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☐ **No contributions made; If contributions made, list below:**

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate [Section 2-43 of the City Code \(Ethics Code\)](#), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☐ **Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or**

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:	Title: Company or D/B/A:	Date:

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

RFP ATTACHMENT C
LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ☐ No ☐

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ☐ No ☐

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ☐ No ☐

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFP ATTACHMENT D

**SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)
PROGRAM POLICY AND GOOD FAITH EFFORT PLAN FORM**

SMALL BUSINESS PROGRAM

1. **Small Business Participation**

Pursuant to Ordinance No. 2007-04-12-0396, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the Small Business policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

2. **DEFINITIONS** related to the Small Business Program Provisions:

- a. **Small Business Program:** the Small Business Economic Development Advocacy ("SBEDA") Program governed by this ordinance and managed by the SMALL BUSINESS Program Office.
- b. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for a small business. All firms meeting these thresholds will be considered an SBE.
- c. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County for use at the local branch office.
- d. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. Minority group member(s) include African-Americans; Hispanic Americans; Asian-Pacific Americans; Asian-Indian Americans; American Indians; and Disabled Individuals. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County or the San Antonio Metropolitan Statistical Area (the SAMSA) for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBE's category of contracting for at least one year.
- e. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.

- f. **African-American Business Enterprise (AABE)**: a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51% ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County or the SAMSA for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least one year.

3. **Goals for Small Business Participation**

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	31%
WBE	10%
AABE	2.2%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE, MBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as an AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the Small Business goals under this scenario would be as follows:

	City's Small Business Goals	Prime Contractor X's Compliance
MBE	31%	33%
WBE	10%	13%
AABE	2.2%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company D will perform on 32.5% of the contract. **Prime Contractor Y**

also intends to subcontract 13% of the contract with Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE. **Prime Contractor Y** compliance with the Small Business goals would be as follows:

	City's Small Business Goals	Prime Contractor Y's Compliance
MBE	31%	45.5%
WBE	10%	13%
AABE	2.2%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the Small Business policy.

4. Good Faith Effort Required

Proposals shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any Proposal that does not include the GFEP form shall be declared non-responsive, and excluded from consideration.**

5. MBE-WBE-AABE Certification Required

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

6. Small Business Program Information

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's Small Business Program Policy in accordance with the City's Communication Policy outlined in the solicitation document. Please call (210) 207-3900 or FAX: (210) 207-3909.

GOOD FAITH EFFORT PLAN

(Page 1 of 4)

NAME OF PROJECT: AUTOMATED TICKET SYSTEM

BIDDER/PROPOSER INFORMATION:

Name of Bidder/Proposer: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ E-mail Address: _____

Is your firm certified? ____ Yes ____ No (If yes, please submit Certification Certificate.)

1. List all subcontractors/suppliers that will be used for this contract. (Indicate all MBEs-WBEs-AABEs-SBEs. Use additional sheets as needed.)

NAME AND ADDRESS OF SUBCONTRACTOR'S/SUPPLIER'S COMPANY	CONTRACT AMOUNT	% LEVEL OF PARTICIPATION	MBE-WBE-AABE- SBE CERTIFICATION NUMBER

Only companies certified as an MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied toward the contracting goals. All MBE-WBE-AABE-SBE subcontractors or suppliers must submit a copy of their certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

GOOD FAITH EFFORT PLAN

(Page 2 of 4)

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Original Affirmed Good Faith Effort Plan).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBEs.

GOOD FAITH EFFORT PLAN
(Page 3 of 4)

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.
9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.
- _____
- _____
10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

GOOD FAITH EFFORT PLAN
(Page 4 of 4)

GOOD FAITH EFFORT PLAN AFFIRMATION

I HEREBY AFFIRM THAT THE INFORMATION PROVIDED IN THIS GOOD FAITH EFFORT PLAN IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

RFP ATTACHMENT E
INSURANCE REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Convention, Sports, and Entertainment Facilities Department, which shall be clearly labeled "**Automated Ticket System**" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Convention, Sports, and Entertainment Facilities Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 per category

<u>TYPE</u>	<u>AMOUNT</u>
3. Broad Form Commercial General (Public) Liability Insurance to include coverage for the following:	<u>Combined Single Limit for Bodily Injury and Property Damage</u> of \$1,000,000 per occurrence
a. Premises and Operations	\$2,000,000 aggregate or its equivalent in Umbrella or Excess Liability Coverage
b. Independent Contractors	
c. Personal Injury Liability/Advertising Injury	
d. Contractual Liability	
e. Products/completed operations	
4. Business Automobile Liability	<u>Combined Single Limit for Bodily Injury and Property Damage</u> of \$1,000,000 per occurrence
a. Owned/leased vehicles	
b. Non-Owned vehicles	
c. Hired vehicles	
5. Commercial Crime/Fidelity Policy	\$100,000 per occurrence
6. Property Insurance: For physical damage to the property/equipment of Respondent, including improvements and betterment to the City Facilities	Coverage for replacement value with a minimum co-insurance factor of eighty percent (80%) of the cost of Respondent's property
D) Respondent agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:	
- Name the City, its officers, officials, employees, volunteers, and elected representatives as <u>additional insured by endorsement</u>, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies; - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy; - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City. - Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.	
E) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.	

- F) In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.
- G) Nothing herein contained shall be construed as limiting in any way the extent to which Respondent may be held responsible for payments of damages to persons or property resulting from Respondent's or its subcontractors' performance of the work covered under this Agreement.
- H) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- I) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

RFP ATTACHMENT F
INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel – CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFP ATTACHMENT G
PROPOSAL BOND FORMAT

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Respondent)

hereinafter called the Principal, and _____

a corporation or firm duly authorized to transact surety business in the State of Texas and listed in the current notice of the Department of Treasury list of companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, hereinafter called the Surety, are held and firmly bound unto the **City of San Antonio, Texas**, a Texas Municipal Corporation, hereinafter called the Obligee, in the sum of FIVE THOUSAND DOLLARS (\$5,000.00), as a guarantee, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Proposal for Automated Ticket System.

WHEREAS, the Successful Respondent(s) shall be executing an Agreement for the performance of its obligations to the Obligee. (hereinafter referred to collectively as "the Contract".) Such penal sum shall serve the Principal's duty to enter into both Agreement and furnish such bonds and other instruments as may be specified in the Agreement Documents.

NOW THEREFORE, if the Obligee shall award the Agreement to the Principal and the Principal shall enter into the Agreement in writing with the Obligee in accordance with terms of such bid or proposal, and furnish such bonds and other instruments as may be specified in the Agreement Documents with good and sufficient Surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof, then this bond shall be null and void. If in the event of failure of the Principal to execute such Agreement and furnish such bonds and other instruments required by the Agreement Documents within fifteen (15) days after the date of transmittal of the Agreement Documents to the Principal for execution, this bond shall become the property of the Obligee, without recourse of the Principal and/or the Surety, not as a penalty, but as liquidated damages.

Signed this _____ Day of _____ A.D., 20 ____.

By: _____
(Principal)

(Signature and Title)

* By: _____
(Surety)

(Attorney-in-fact)

*Attach Power of Attorney for Surety's for Attorney-in-Fact with "live seal".

Surety Seal

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION

In the event the Surety is unable to fulfill its contractual obligation under this bond, the Obligee is not protected by an insurance guaranty fund or other solvency protection arrangement.

RFP ATTACHMENT H
SIGNATURE PAGE

SIGNATURE PAGE

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

(NOTE: If Proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

By signature(s) above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Exhibit C, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in RFP Attachments E & F.
4. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
5. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
6. Respondent agrees to fully and truthfully submit a Respondent Proposal and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
7. To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

RFP ATTACHMENT I
PROPOSAL CHECKLIST

PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Respondent Proposal (RFP Attachment A)	
1	• Table of Contents	
2	• Executive Summary	
3	• General Information	
4	• References	
5	• Experience, Background and Qualifications	
6	• Account Management	
7	• Proposed System	
8	• Customer Service	
9	• Retail Outlets	
10	• Training	
11	• Marketing	
12	• System Functionality	
13	• Technical Support	
14	• Subcontractor Management	
15	• Financial (including Forms 15a and 15b)	
16	• Contract Terms and Conditions	
17	• Additional Information and Questions	
18	* Discretionary Contracts Disclosure (RFP Attachment B)	
19	Litigation Disclosure (RFP Attachment C)	
20	* Good Faith Effort Plan (RFQ Attachment D) (and associated Certificates, if applicable)	
21	Financial Information	
22	Proof of Insurability • Insurance Provider's Letter • Copy of Current Certificate of Insurance	
23	* Proposal Bond and Associated Power-of-Attorney (RFP Attachment G)	
24	* Signature Page (RFP Attachment H)	
25	Proposal Checklist (RFP Attachment I)	
	One (1) Original, eight (8) Copies, and one (1) CD of entire Proposal in PDF format.	

*** Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.**