



# **Request for Proposal**

Ticketing Operations Services

**Proposal Due Date – July 30, 2007**

|       |                                                      |    |
|-------|------------------------------------------------------|----|
| I.    | INTRODUCTION.....                                    | 3  |
| II.   | BACKGROUND INFORMATION .....                         | 3  |
| III.  | SCOPE OF WORK .....                                  | 4  |
| IV.   | BUSINESS REQUIREMENT.....                            | 5  |
| V.    | OPERATIONAL PLAN.....                                | 5  |
| VI.   | FEE STRUCTURE.....                                   | 6  |
| VII.  | SCHEDULE .....                                       | 7  |
| VIII. | MANDATORY PRE-PROPOSAL CONFERENCE .....              | 7  |
| IX.   | PROPOSAL DUE DATE AND LOCATION.....                  | 7  |
| X.    | DEPARTMENT CONTACT / REQUESTS FOR CLARIFICATION..... | 7  |
| XI.   | SITE VISITS.....                                     | 8  |
| XII.  | PROPOSAL FORMAT AND SUBMITTALS .....                 | 8  |
| XIII. | EVALUATION PROCESS .....                             | 8  |
| XIV.  | GENERAL REQUIREMENTS .....                           | 9  |
| XV.   | SMALL BUSINESS PARTICIPATION.....                    | 17 |
| XVI.  | EQUAL BENEFITS ORDINANCE.....                        | 18 |
| XVII. | APENDIX I - REQUIRED SUBMITTALLS.....                | 18 |
|       | A. ITEM 1.....                                       | 19 |
|       | B. ITEM 2.....                                       | 20 |
|       | C. ITEM 3.....                                       | 21 |
|       | D. ITEM 4.....                                       | 22 |
|       | E. ITEM 5.....                                       | 23 |
|       | F. ITEM 6.....                                       | 25 |
|       | G. ITEM 7.....                                       | 26 |
|       | H. ITEM 8.....                                       | 27 |
|       | I. ITEM 9.....                                       | 28 |

## **I. Introduction**

The City of Minneapolis is soliciting proposals from qualified companies for an integrated ticketing system solution for a preferred service ticketing operation at the City owned Minneapolis Convention Center (MCC). The selected provider will provide functions that have the ability to conduct ticketing online services, on-site quick point of sale capabilities, access control with hand-held scanners, and live usage and reconciliation reports.

To be considered as an MCC ticketing system provider, we are requesting information to determine the following:

- If your application meets our functional needs.
- If your application meets our requirements
- If your application meets our financial constraints and requirements
- If your organization is stable and secure

## **II. Background Information**

The Minneapolis Convention Center is a 1.5 Million gross square foot facility with 475,000 square feet of exhibit space, 94,000 square feet of meeting room space, a 28,000 square foot ballroom, and a 3,400-seat auditorium. The facility hosts a wide variety of events including, but not limited to public ticketed events, consumer shows, tradeshow, conferences, meetings, conventions, banquets, receptions and a variety of other events. The venue attracts customers from local, regional, national, and international locations.

The primary focus of the Minneapolis Convention Center is to serve as an impetus for economic impact in the city of Minneapolis. With this in mind, our primary booking priority is given to national and international tradeshow and conventions that bring outside revenue into the local economy. Priority is granted to events based upon expected overall economic impact.

In 2006, the Minneapolis Convention Center hosted 38 public shows that sold a combined 395,963 tickets in revenue ticket sales. Overall MCC hosted 553 events, and welcomed approximately 836,006 visitors. These figures represent a 65.64% utilization of our available exhibit hall space, the primary driver of attendance and revenue.

The facility enjoys a strong service reputation based upon our ability to provide a superior facility and related services. The following Request for Proposals (RFP) will be used to select an organization to partner with the convention center to deliver a new service line to our customers in a manner which compliments our ongoing operations.

### III. Scope of Service

#### 1) Services Provided

- a) This section contains a list of functional components that MCC is requesting for their ticketing solution. Please describe the functionality of your ticketing system and how it fulfills the requirements of the MCC. The following is a list of the specific requirements for the RFP.
- b) Ticketing Solutions Software/Hardware and requirements.
  - i) **Online Ticketing:**
    - a. Fully integrated online advance internet ticket sales. Integrated credit card authorization and internet ticketing modules.
    - b. Print at home ticket capabilities with a secured barcode and confirmation code that can communicate wirelessly at our facility.
    - c. Secure and customize website, and administrative control with access capabilities.
    - d. Marketing functions: Promotional use via online sales database and customer information. Customize and itemize customer database information for specific attended events, and generate annual email blasts to promote.
    - e. Discount code and ticket package capabilities
  - ii) **On-site Box Office:**
    - a. Quick point of sale capabilities
    - b. Integrated credit card authorization with credit card swipe capabilities.
    - c. Ticket Printers configured for high volume applications.
    - d. Thermal Ticket Stock with ticket layout template applications. Hard stock tickets with a secured barcode and confirmation code that can communicate wirelessly at our facility.
  - iii) **Access and Entrance Control:**
    - a. Hand-held scanners that can manage and control event access, validate tickets by scanning a secured bar code on E-Tickets and hard stock tickets. Ability to communicate wirelessly to a server via an installed antennae system or over MCC's current Distributed Antennae WLAN System.
    - b. Stop Command: Stop duplicate tickets, guests attempting entry with already validated tickets or invalid tickets.
    - c. Go Command: Valid Tickets
    - d. Re-entry: Functionality to scan tickets in and out.
    - e. All validation data that can be accessed via real time reports.
  - iv) **Reporting:**
    - a. Live, real time reporting accessibility: by day, week, month, by sales reference, customer, or credit card.
    - b. Daily and on demand sales reconciliation reports by sales reference/on-site, cash/internet orders.
    - c. Usage Statistics: Report accessibility detailing tickets scanned in, and not scanned in.
    - d. Exporting functions to export reports to Excel spreadsheet.

v) **Self-Serve Kiosk Modules:**

- a. Print hard stock tickets with a secured barcode and confirmation code that can communicate wirelessly at our facility.
- b. Unlimited price code functions, the ability to sell multiple types of tickets for different events.
- c. Credit Card swipe authorization functions.

**IV. Business Requirements**

- a) Contractor must be able to accept a contract start date of **January 1, 2008**. This includes the following requirements:
  - i) Establishing and maintaining a primary Account Manager that assists and oversees the MCC account.
  - ii) Inceptions of a comprehensive training manual and/or one time or annual on-site training for MCC personnel operating the ticketing software.
  - iii) Provide 24 Hours a day/ 7 days a week Administration Support.
- b) Contractor employees shall not allow guests, family members, or other unauthorized individuals into restricted event areas (areas that require show ID or a paid ticket) without the prior approval from the MCC Guest Services Manager or his/her designee.
- c) Failure to Perform: If Contractor fails to perform the work required by the terms of this agreement in a diligent and satisfactory manner, the MCC will, without notice, perform or cause to be performed all or any part of the work required hereunder. Contractor agrees that it will reimburse the MCC for any and all expenses incurred therefore, and the MCC at its election may deduct the amount from any sum owing the contractor.
- d) **Merchant Account Management Provisions for PCI Compliance:**
  - i) The City requires all Vendors and Third Party Service Providers that either, store, manage or are provided physical or logical access to systems, networks or applications that handle City credit card transactions to contractually meet Payment Card Industry (PCI) Data Security Standards (DSS) and to illustrate compliance through one or more the three methods; Be listed as a Compliant Service Provider on VISA's CISP Website ([usa.visa.com/download/merchants/cisp\\_list\\_of\\_cisp\\_compliant\\_service\\_providers.pdf](http://usa.visa.com/download/merchants/cisp_list_of_cisp_compliant_service_providers.pdf)), provide third party assessment of PCI Compliance to the DSS or at the Vendor's or Service Providers expense provide access to the control programs and environment for the City's auditors or contractors to assess compliance PCI DSS. The City requires vendors and service providers to include in any agreements and contract language PCI DSS compliance addendum language that meets the City's requirements. Additionally the City requires all Vendors and Service Providers to include notification and breach agreements with all contractual agreements.

**V. Operational Plan**

Proposer will submit an Operational Plan which includes, but is not limited to:

- a) Experience in the field of ticketing services and working with multi-purpose facilities outlined in Appendix I, Item 3.
- b) Ability to provide ticketing solutions needed to perform functions outlined in this request for proposal. Proposer must be able to show Appendix I, Item 3.
- c) Listing of references as shown in Appendix I, Item 6.
- d) Overview of Proposers' organizational structure and administration support. Appendix I, Item 6.
- e) List of ticketing solution, licenses, and equipment (including make and model) to be utilized in offering Minimum Services or Other Services. (Appendix I, Item 6)

## **VI. Fee Structure**

Proposer will submit a Fee Summary which defines pricing for ticketing solutions comprising of online and on-site box office sales to be remitted by the Minneapolis Convention Center/City of Minneapolis for Ticketing Services. Fee summary should be based on a one time upfront fee or annual fee that is all encompassing of Proposers' software and hardware, and support.

### **2) Ticket Pricing:**

- o If applicable include internet per ticket and package fee.
- o If applicable include onsite Box Office per ticket and package fee.
- o If applicable include per ticket fee for non-sales and comp tickets.
- o List price deals from ticket stock producers on thermal ticket stock.
- o Provide ticket template of E-tickets.

### **3) Hardware Pricing:**

- o List per rental and/or one-time purchase fee for handheld scanners. Please provide picture of make and model, and description of the handheld scanners functions.
- o List price deals on box office module work stations with credit card authorization functions.
- o List price deals for ticket printers.
- o List price deals on Kiosk modules. Please provide picture of make and model, and description of the kiosk functions.

### **3) Maintenance Pricing:**

- o List one time and/or annual fee on Licensing, Administration and Support.
- o List training fee and number of days of on-site training.
- o List preferred credit card merchant solutions for online and on-site box office ticketing systems.
- o List all credit card transaction expenses for online and on-site box office ticket sales.

## **VII. Schedule**

All completed proposals are due no later than **4:00 pm on July 30, 2007**.

## **VIII. Pre-Proposal Conference**

A pre-proposal conference will be held at **9:00am on June, 25 2007** in the Minneapolis Convention Center Board Room located in the main office of the Minneapolis Convention Center. The MCC is located at 1301 Second Ave. South, Minneapolis, MN 55403-2781. If you require specific directions, please see the MCC website (<http://www.minneapolisconventioncenter.com>) or call 612-335-6000. The conference will include tours of the Main Auditorium, Ballroom, and Exhibit Halls. All potential Proposers are strongly encouraged to attend this conference.

## **IX. Proposal Due Date and Location**

RFP submittals are due **by 4:00pm on July 30, 2007** at the following location:

**City of Minneapolis Purchasing Department  
Proposals for MCC Business Center  
552 Towle Building  
330 Second Avenue South  
Minneapolis, MN 55415-2211**

Late proposals may not be accepted and the envelope must be marked referencing the project. Contractors must supply five (5) copies of the proposal.

## **X. Department Contact / Requests for Clarification**

Prospective responders may only direct questions in writing to:

Marcus Travis, Guest Services Manager  
1301 Second Ave. South  
Minneapolis, MN 55403-2781  
[marcus.travis@ci.minneapolis.mn.us](mailto:marcus.travis@ci.minneapolis.mn.us)  
Fax: 612-335-6183

All questions are due no later than **July 9, 2007**. Questions will be answered in writing and sent to all Proposers. The department contact person is the only individual who can be contacted about the project by Proposers before proposals are submitted. The department contact cannot vary the terms of the RFP.

## **XI. Site Visits**

Proposers may visit the Minneapolis Convention Center in reference to the Ticketing Operations Services, but are prohibited from interviewing City staff or other visitors at that location in any effort to obtain information relating to this RFP. All requests for clarification should be submitted in writing as outlined in this RFP. Failure to follow this prohibition could result in the rejection of the proposal.

## **XII. Proposal Format and Submittals**

To be considered, your proposal must adhere to the following guidelines:

1. Answer all questions
2. Propose to adhere to all identified requirements
3. Propose a detailed time line that shows an ability to begin operations by January 1, 2008.
4. Proposal to be organized as outlined in Section XVII. Appendix I – Required Submittals

## **XIII. Evaluation Process**

The Ticketing Systems Staff Selection Committee will review all properly completed proposals. Recommendations will be made by the Ticketing Systems Staff Selection Committee through the Minneapolis Convention Center Executive Management Team to the City Council of the City of Minneapolis for award of the Ticketing Operations Agreement. The Ticketing Operation successful Proposer must execute the Agreement with the City prior to City Council consideration. The City reserves the right to rescind its award prior to execution by all parties.

- A. Evaluation Committee: All properly submitted Proposals will be reviewed by an evaluation committee composed of City of Minneapolis personnel, and industry related partners ("Ticketing Systems Staff Selection Committee"). The Ticketing Systems Selection Committee may elect to schedule short-listed Proposers for formal interviews and/or presentations.
- B. Evaluation Criteria: Each element of the Proposal will be evaluated based upon the Proposer's ability to meet the criteria as defined in Appendix I – Required Submittals of the Request for Proposal. Each item will be evaluated and classified into one of the following classifications:
  1. Exceed Expectations
  2. Satisfactory

3. Below Expectations
4. Does not meet expectations

Items that exceed expectations are those which meet requirements and provide an identifiable benefit beyond that required within the request for proposal.

#### **XIV. General Requirements** **(Revised - 01/2007)**

The General Conditions are terms and conditions that the City expects all of its Contractors to meet. By proposing, the proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The proposer may suggest alternative language to any section. Some negotiation is possible to accommodate the proposer's suggestions.

1 **City's Rights**

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

2 **Interest of Members of City**

The Contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

3 **Equal Opportunity Statement**

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363A, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

4 **Non-Discrimination**

The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

If required by the City, the Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam eras, 1991 Gulf and current Afghanistan and Iraq wars, and comply in all other aspects with the requirements of the Minneapolis Code of Ordinances, Chapter 139.

#### 5 Disability Compliance Requirements

All Contractors hired by the City of Minneapolis are required to abide by the regulations of the U.S. Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Contractors associated with the City to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended, in whole or part, and the Contractor may be declared ineligible by the Minneapolis City Council from any further participation in City Contracts in addition to other remedies as provided by law.

#### 6 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) Workers Compensation insurance that meets the statutory obligations with Coverage B- Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and

advertising injury, \$50,000 each occurrence fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.

- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.
- d) Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the Contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

#### 7 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including reasonable attorney's fees, resulting directly or indirectly from any negligent act or omission of the Contractor, its employees, its agents, or employees of subcontractors, in the performance of the work or services provided by or through this Contract or by reason of the failure of the Contractor to fully perform, in any respect, any of its obligations under this Contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes, Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

#### 8 Assignment or Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the Contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not

subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

9 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this Contract.

10 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, Contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

11 Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of Contractor.

12 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Contract.

13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this Contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired

with funds under this Contract shall be retained for six years after final disposition of such property.

14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Contractor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

15 Inspection of Records

All Contractor records with respect to any matters covered by this Contract shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16 Living Wage Ordinance

The Contractor may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](#)", Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the Ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its sub-contractors pay their employees a "living wage" as defined and provided for in the Ordinance.

17 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

18 Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

19 Travel

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses must be reimbursed in accordance with the *Contractor Travel Reimbursement Conditions*, available from the City.

20 Billboard Advertising

City Code of Ordinance 109.470, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

21 Conflict of Interest/Code of Ethics

By signing this Contract, the Contractor agrees that it will not represent any other party or other client which may create a conflict of interest in its representation with the City. If the Contractor is unclear if a conflict of interest exists, the Contractor will immediately contact the City department Contract manager and ask for an interpretation.

Contractor agrees to comply with the City's Code of Ethics, City Code of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Contract have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code of Ethics constitutes grounds for the City to void this Contract. All questions relative to this section shall be referred to the City and shall be promptly answered.

21 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice. Both the City and the contractor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay Contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the Contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this Contract shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

## 22 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

## 23 Intellectual Property

Subject to the sub-section entitled (insert the number here if applicable) below, the City owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any Work created, in progress, produced or completed and paid by this Contract. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

- (a) For Artwork: The City shall possess and own the Public Artwork to be provided by the Contractor. The Contractor retains all other rights provided through the Copyright Act of 1976, 17 U.S.C. Section 101 et. seq. to the Public Artwork.

Since the artistic designs leading up to and including the final design and dimension of the Public Artwork are unique, the Contractor shall not make any additional, exact duplicate reproductions of the final design and dimension, nor shall the Contractor grant to a third party, the right to replicate the artistic designs and dimensions of the Public Artwork, without the written permission of the City.

The Contractor grants to the City and its successors or assigns, an irrevocable license to make two-dimensional reproductions of the Public Artwork and the final designs to be used in brochures, media, publicity and catalogs or other similar, non-profit publications.

The Public Artwork and designs developed under this contract shall be the exclusive property of the City and will be surrendered to the City upon the completion of the Public Artwork or upon the cancellation, termination or expiration of this contract.

If the Public Artwork prepared under this contract is work or service provided by the Contractor using a proprietary system for which the Contractor has proprietary rights, then the City will not own or claim the Public Artwork as the City's exclusive property. The Contractor represents and warrants that said work or service does not and will not infringe upon the proprietary or any intellectual property rights of any other persons or entities.

- (b) For Licensed Software: Contractor retains ownership, intellectual property rights and title to its software. Contractor also retains proprietary rights to documentation, manuals and related documents associated with its software. Contractor also retains ownership, title and interest in all intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in any "work" created, produced or completed as a result of this Agreement. "Work" shall be limited to inventions, improvements, discoveries, computer programs or specifications developed as a result of the City's receipt of the license key or the access code to, and installation of the software.

All rights of the City to use the software are indicated with particularity in the "License and Maintenance Agreement" between the Contractor and the City, attached hereto and made a part of this Agreement. Any additional terms or conditions regarding intellectual property rights, ownership rights confidentiality and indemnification shall be in accordance with the License and Maintenance Agreement.

The City understands and agrees that upon the expiration or termination of this Agreement, the Contractor will cancel the license key or access code and the software will be disabled or removed.

Contractor recognizes and agrees that reports, data, diagrams and other results and outcomes from the City's use of the software and the information and data entered into the software by the City is retained by the City as its property.

- (c) For specifically commissioned development of intellectual technology: Subject to sub-paragraph (a), "Pre-existing Technology" below, the City will own all right, title and interest in and to any "work" that is specifically commissioned for development under this Agreement. Subject to the ownership rights in the preceding sentence and in the pre-existing technology paragraph below, the Contractor will retain property rights to all "know-how", data processing techniques, software documentation, diagrams, specifications, schematics or blueprints developed by the Contractor. The Contractor grants the City a

perpetual, non-exclusive, non-transferable license to use any of the foregoing for its internal purposes.

(i) Pre-existing Technology: Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Agreement. This Agreement does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Agreement to the other party's pre-existing, intellectual property, other than any limited right explicitly granted in this Agreement.

(ii) Data-Ownership: The City is the sole owner of all information, data, algorithms, policies or programs used by the Contractor in designing, developing and producing the "Work" that is the subject of this Agreement.

(iii) Further Assurances: Each party agrees to cooperate with the other party and take all reasonable actions required to vest and secure in such party all ownership rights, including all intellectual property rights as may be indicated in this Agreement.

## **XVI. Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Contractor and subcontractor with 21 or more employees that enters into a "Contract", as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development Contracts.

Please be aware that if a "Contract", as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

[http://www.ci.minneapolis.mn.us/procurement/docs/equal\\_benefits\\_ordinance.pdf](http://www.ci.minneapolis.mn.us/procurement/docs/equal_benefits_ordinance.pdf).

It is the Contractor's and subcontractor's responsibility to review and understand the requirements and applicability of this ordinance.

## **24 Small & Underutilized Business Program (SUBP) Requirements**

Please attach the following as applicable:

[\(Attachment for projects \*with\* SUBP goals\)](#)

[\(Attachment for projects \*without\* SUBP goals\)](#)

## **XVII. Appendix I – Required Submittals**

Following are nine items required as submittals in response to this Request for Proposal for Ticketing Operations Services at the Minneapolis Convention Center. The successful Proposer will complete all sections fully. The Proposer may either use the enclosed forms or submit their information in a separate document. Regardless of the format, the Proposer is responsible for answering each question or request for information. Failure to fully answer all the questions may result in disqualification.

**ITEM 1**  
**CHECKLIST OF REQUIRED DOCUMENTS**

|                                                       | Initial |
|-------------------------------------------------------|---------|
| 1. Checklist of Required Documents                    | _____   |
| 2. Executive Summary                                  | _____   |
| 3. Qualifications & Experience Statement              | _____   |
| 4. Financial References                               | _____   |
| 5. Proposed Fee Schedule                              | _____   |
| 6. Proposed Management/Operating Plan                 | _____   |
| 7. Additional Narrative                               | _____   |
| 8. Length of Term & Options                           | _____   |
| 9. Business, Corporate and/or Partnership Information | _____   |

Please ensure that each item is included within your proposal package. Failure to provide a complete package of submittals may result in disqualification from the proposal process.

**ITEM 2**  
**EXECUTIVE SUMMARY**

Please provide a brief Executive Summary which outlines the major points of your proposal and the major points you would like to receive utmost consideration. The Executive Summary should not be a line by line recount of the body of the document nor does it need to include information on each submittal, but the general strengths of the Proposal should be outlined in the Executive Summary.

**ITEM 3**  
**QUALIFICATION AND EXPERIENCE STATEMENT**

1. Number of years engaged in this type of business and in businesses, which have involved the operation of Ticketing Services (Minimum of Three Years Required.)

\_\_\_\_\_ Years

2. Fully describe your company and experiences as it relates to the following:
  - a. History of successful and stable company operation for a period of at least three years.
  - b. History of past relations with the City of Minneapolis.
  - c. History of successful ticketing services operations, include any existing facilities with locations.
3. Include names and qualifications of personnel to be assigned to managing this Ticketing Systems Agreement (please include resumes).
4. Include names and qualifications of personnel (including any subcontractors) directly involved in the day-to-day operation. (Please include resumes.)

**ITEM 4**  
**FINANCIAL REFERENCES**

1. Financial References: List four persons or firms with whom you have conducted significant financial transactions during the past three years. If firms are used, give the department and/or person who may be contacted. Attach a letter of reference from each of the persons and/or firms listed below:

Reference No. 1 - Financial Institution

Name: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone/Fax: \_\_\_\_\_

Reference No. 2 - Financial Institution

Name: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone/Fax: \_\_\_\_\_

Reference No. 3 - Other

Name: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone/Fax: \_\_\_\_\_

Reference No. 4 - Other

Name: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone/Fax: \_\_\_\_\_

**ITEM 5**  
**PROPOSED FEE SCHEDULE**

Fee Schedule: Proposer will submit a Fee Structure which defines compensation to be remitted to the Minneapolis Convention Center/City of Minneapolis for Ticketing Operations Services on the Convention Center property. Fee summary should be based on a one time upfront fee or annual fee that is all encompassing of Proposers' software and hardware, and support.

**Pricing Summary:**

**Ticketing Software**

|                                |                   |    |       |    |                          |
|--------------------------------|-------------------|----|-------|----|--------------------------|
| Box Office/Hard-stock          | per ticket        | \$ | _____ |    |                          |
|                                | per package       | \$ | _____ |    |                          |
| Internet                       | per ticket        | \$ | _____ |    |                          |
|                                | per package       | \$ | _____ |    |                          |
| Comp                           | per ticket        | \$ | _____ |    |                          |
| Box Office Licensing & Support | Set-up fee        | \$ | _____ | or | Annual fee \$ _____      |
| Credit Card Transactions       | online/box office |    |       |    | per transaction \$ _____ |
|                                |                   |    |       |    | discount rate % _____    |
| Training                       | fee               | \$ | _____ |    |                          |

**Ticketing Hardware**

|                                                             |             |    |       |
|-------------------------------------------------------------|-------------|----|-------|
| Ticket printer w/ cutter                                    | per printer | \$ | _____ |
| Ticket Office station with Credit Card reader authorization | per station | \$ | _____ |
| Wireless Handheld Scanners                                  | per scanner | \$ | _____ |
| Self-Serve Kiosk                                            | per kiosk   | \$ | _____ |
| Ticket Stock                                                | Bulk price  | \$ | _____ |

- A. List all computer hardware and network hardware components required by MCC to operate the Proposers' ticketing system:

---



---



---



---



---



---

B. List recommended merchant account and thermal ticket stock providers:

---

---

---

**ITEM 6**  
**PROPOSED MANANGEMENT AND OPERATING PLAN**

1. Organization Structure: Describe the organization structure to be used and operating plan per Section III - Scope of Work. Charts, diagrams, and descriptive materials may be used to expand or clarify. Include names and qualifications of personnel and any subcontractors to be assigned to the operation (please include any resumes not already submitted under **Item 3. Qualifications & Experience Statement**).
2. Specify the ticketing licenses and make and model of all hardware equipment that will be utilized to operate the ticketing systems.
3. List at least three (3) persons as references who can attest to your company's ability to provide Ticketing Services. Please include a name, company name, position title, and phone number.

**ITEM 7**  
**ADDITIONAL WRITTEN NARRATIVE**

The format for this Item is at the Proposer's discretion and may be submitted as a separate document. This narrative may be used to enhance the Proposal and/or elaborate on or clarify any or all elements of the proposal per the III - Scope of Work. A list of additional equipment that will be supplied to assure maximum efficiency may also be attached. Additionally, please describe any training and/or customer service programs related to performing the contractual obligations of this Agreement. Any value-added items which have not been previously mentioned or fully expanded upon may be discussed in this narrative.

**ITEM 8**  
**LENGTH OF TERM AND OPTIONS**

If awarded this contract, Proposer hereby agrees to a primary term of two (2) years and three (3) one (1) year renewal options upon review of terms and conditions, and upon mutual agreement of the City of Minneapolis and the Proposer subject to City Council approval. The Convention Center will entertain options outside this specification if there is mutual benefit for each party. Please acknowledge acceptance of the terms outlined above. If you wish to propose another option, please define the initial term, options, any conditions, and the reason for the modification of term.

**Renewal Option:**

If the City decides to exercise its right to renew the Contract, a revised price schedule will be included with the renewal. The revised price schedule will be based on the amounts stated in Method and Rate Payment, adjusted for any increase or decrease as provided in Renewal Options. Renewal agreement will start at the first renewal period and follow the same outline each year leading up to the final renewal period. Notification of renewal will occur 90 days prior to the end of the contract. All renewals will be in a formal written amendment agreed upon by both parties.

**First Renewal:** If the City desires an option to renew this Contract for the period of January 1, 2010 through December 31, 2010, the contractor will provide the services outlined in the contract with the following modifications to the hourly wage structure. Please indicate an option offer below.

\_\_\_\_\_ Prices will remain firm for the option period.  
\_\_\_\_\_ Prices will increase up to \_\_\_\_\_% for the option period.  
\_\_\_\_\_ Prices will decrease up to \_\_\_\_\_% for the option period.  
\_\_\_\_\_ We do not offer an option.

**Second Renewal:** If the City desires an option to renew this Contract for the period of January 1, 2011 through December 31, 2011, the contractor will provide the services outlined in the contract with the following modifications to the hourly wage structure. Please indicate an option offer below.

\_\_\_\_\_ Prices will remain firm for the option period.  
\_\_\_\_\_ Prices will increase up to \_\_\_\_\_% for the option period.  
\_\_\_\_\_ Prices will decrease up to \_\_\_\_\_% for the option period.  
\_\_\_\_\_ We do not offer an option.

**Third Renewal:** If the City desires an option to renew this Contract for the period of January 1, 2012 through December 31, 2012, the contractor will provide the services outlined in the contract with the following modifications to the hourly wage structure. Please indicate an option offer below.

\_\_\_\_\_ Prices will remain firm for the option period.  
\_\_\_\_\_ Prices will increase up to \_\_\_\_\_% for the option period.  
\_\_\_\_\_ Prices will decrease up to \_\_\_\_\_% for the option period.  
\_\_\_\_\_ We do not offer an option.

**ITEM 9**  
**BUSINESS, CORPORATE AND/OR PARTNERSHIP INFORMATION**

1. Business Information:

- A. Name of Firm exactly as it will appear on the Agreement. Please indicate if this is an Assumed Name.
- B. Principal Office Address:
- C. Telephone and Fax Numbers:
- D. Contact Person (s):
- E. Form of Business Entity (Check one and complete the applicable statement in either number 2, 3, or 4 below:
  - ☐ Corporation
  - ☐ Partnership
  - ☐ Joint Venture
  - ☐ Individual (No need to complete either number 2, 3, or 4 below).

2. If a PARTNERSHIP, answer the following:

- A. Date Organization Formed:
- B. General Partnership ☐ or Limited Partnership ☐ (check one).
- C. Partnership Agreement recorded? Yes ☐ No ☐
- D. If yes; \_\_\_\_\_  
Date Book Page County
- E. Has the Partnership done business in Minnesota? Yes ☐ No ☐
- F. If yes, when? \_\_\_\_\_
- G. Name, Address and Partnership Share of each General Partner:

| Name  | Address | % Share |
|-------|---------|---------|
| _____ | _____   | _____   |
| _____ | _____   | _____   |
| _____ | _____   | _____   |

3. If a CORPORATION, answer the following:

A. Date of Incorporation:

B. Where Incorporated:

C. Is the Corporation authorized to do business in Minnesota? Yes [ ] No [ ]

D. If yes; \_\_\_\_\_

E. Name and address of Registered Agent in Minnesota

F. The Corporation is held: Publicly [ ] Privately [ ]

G. Furnish the name, title and address of each officer, director, and principal shareholders owning 10% or more of the Corporation's issued stock:

| Name  | Title | Address | % Share |
|-------|-------|---------|---------|
| _____ | _____ | _____   | _____   |
| _____ | _____ | _____   | _____   |
| _____ | _____ | _____   | _____   |

4. If a JOINT VENTURE, answer the following:

A. Date Organization Formed:

B. Joint Venture Agreement recorded: Yes [ ] No [ ]

| Date  | Book  | Page  | County |
|-------|-------|-------|--------|
| _____ | _____ | _____ | _____  |

C. Has the Joint Venture done business in Minnesota? Yes [ ] No [ ]

If yes, when? \_\_\_\_\_

D. Furnish the name, address, and percent of ownership of each Joint Venture:

| Name  | Address | % Ownership |
|-------|---------|-------------|
| _____ | _____   | _____       |
| _____ | _____   | _____       |
| _____ | _____   | _____       |

E. Please attach a copy of the Joint Venture Agreement.