

( \_\_\_\_\_ ) Published in The Wichita Eagle, Tuesday, April 12, 2016

## **REQUEST FOR PROPOSAL NO. – FP640018**

Sealed Request for Proposal will be received in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, prior to **3:00 O'CLOCK P. M., THURSDAY, JUNE 9, 2016.** **One (1) original and ten (10) copies of the proposal are required.** Envelopes must be marked **“Request for Proposal FP640018”** and show **Due Date and Time** to identify contents. "Request For Proposal" submittal letter must be signed and dated to submit a proposal for:

### **CITY MANAGER'S OFFICE/ARTS & CULTURAL DIVISION**

Software for WichitaTIX

AS PER SPECIFICATIONS

F.O.B.: Wichita, KS

Specifications for the sealed proposals are on file in the office of the City Purchasing Manager, 12th Floor, City Hall, 455 North Main, Wichita, Kansas, (316) 268-4636.

A **PRE-PROPOSAL TELEPHONE CONFERENCE** will be held in the 12<sup>th</sup> Floor Finance Conference Room, City Hall, 12th Floor, 455 North Main Street, Wichita, Kansas, on **Thursday, April 28, 2016, at 10:00 a.m.** The purpose of the meeting will be to answer questions from vendors regarding the specifications and proposal procedure. Please dial 1-888-337-0215, Access Code 8587290# to access conference.

Sealed proposals shall be received in the office of the City Purchasing Manager prior to 3:00 o'clock p.m., Thursday, June 9, 2016.

The review and evaluation of the submitted Proposals will take estimated 60 to 90 days before notification from the City of Wichita that a contract has been approved by City Council. If the Purchasing Division may be of further assistance, please contact us at (316) 268-4636.

Dated at Wichita, Kansas, on the 7th day of April, 2016.

Melinda A. Walker  
Purchasing Manager

# ATTENTION

A PRE-PROPOSAL TELEPHONE CONFERENCE WILL BE HELD

AT 12<sup>TH</sup> FLOOR FINANCE CONFERENCE ROOM  
455 N MAIN  
WICHITA, KS

**AT 10:00 A.M.**

**ON**

**THURSDAY, APRIL 28, 2016**

THE PURPOSE OF THE MEETING WILL BE TO REVIEW  
REQUIREMENTS AND SPECIFICATIONS  
CONTAINED IN THIS PROPOSAL PACKAGE AND TO CORRECT  
ANY ERRORS OR TO MAKE ANY NECESSARY CHANGES.

ATTENDANCE AT THIS PRE-PROPOSAL IS **RECOMMENDED**  
FOR THOSE FIRMS SUBMITTING PROPOSAL  
AS A PRIME CONTRACTOR.

\* \* \* \* \*

## NOTICE...NOTICE...NOTICE

### NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

#### AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services to:

- a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.
- b. In all solicitations or advertisement for employees, the contractor shall include the phrase "EQUAL OPPORTUNITY EMPLOYER" or a similar phrase to be approved by the Kansas Human Rights Commission.
- c. Upon request, inform the Kansas Human Rights Commission and/or the City Of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.
- d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- e. EXEMPTED from these requirements are:
  - (1) Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).
  - (2) Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.
  - (3) Contractors who hold contracts with the City of Wichita with a cumulative total value of five thousand dollars (\$5,000.00) or less during the City fiscal year.
- f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas, 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor or supplier of the City shall comply with all the provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141, Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, The Americans with Disabilities Act and/or any law, regulation or amendments as may be promulgated thereunder.

4. Failure of any contractor, subcontractor, vendor or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall be a breach of contract and any such contract may be canceled, terminated or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita does not relieve the contractor, subcontractor, vendor or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than \$5,000.00.

**NOTE: You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <https://ep.wichita.gov> . Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.**



## **City of Wichita, Kansas**

# **Request for Proposal for Ticketing Software for WichitaTIX**

**7 April 2016**

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## I. Rules for Preparation

### A. Introduction

The City of Wichita, Kansas (“City”) invites your company to submit a written proposal to provide a comprehensive, fully integrated ticketing software specifically designed for government agencies, including delivery, installation, integration, customization, data conversion, training, documentation, and support and maintenance. The City is seeking a proven system that is in operational use at other facilities, preferably similar in scope of the requirements and size of the City of Wichita, Kansas. Vendors are to propose a fixed cost solution based upon the City’s requirements. The City requires a prime vendor, or systems integrator, to act as a prime contractor legally and financially responsible for all implementation services of proposed solution.

The vendor/systems integrator shall provide specifications for the main processor or server computer(s) and all related peripherals necessary for the normal operation of the proposed solution, including recommended system printers, drives, and other special, unique, or optional equipment.

The software and hardware and/or application should efficiently support the City’s projected volume in Section II.G and Section II.H.

The proposed system shall also include recommended system printers, drives, and other special, unique, or optional equipment. The proposal should clearly demonstrate how the City would be provided with the software, services and support, and any related hardware that will best satisfy the City’s requirements.

The proposal should include:

- Appropriate application software to support the business functions as listed.
- All system and network hardware to support the proposed solution.
- All network and security requirements to support the proposed solution.
- Relational Database Management System (RDBMS) requirements to support the proposed solution.
- All System and Network software (i.e., operating system) requirements to support the proposed solution.
- Interfaces available in or through the proposed solution to/from City and external systems.
- Implementation services, installation, configuration, data conversion, training services and integration of existing systems and support for remote users.
- Maintenance, knowledge transfer, and support services for the proposed systems.

This Request for Proposal (RFP) states the overall scope of services desired, procurement terms and conditions, specific hardware and software requirements as well as vendor experience and qualifications to be provided.

Section I – Rules of Preparation - Provides the rules of preparation for the proposal.

Section II – Background and System Overview - Presents a brief background description of the City of Wichita, Kansas, Century II and WichitaTIX with its desired approach to implementing the ticketing software. This section also contains a brief description of existing systems and networks installed within the City.

Section III – Criteria Evaluation - Provides instructions to vendors for responding to the detailed Business Functional Requirements.

Section IV – Functional Specifications and Technical Requirements - Requires vendor responses for proposal cost information.

Section V – Costs - Contains all one-time and recurring costs to the City for the proposed systems.

Section VI – Vendor Information and Checklist - Requires vendor responses including company background and qualifications, specifications and capabilities of proposed systems, and services to be provided.

Your response should clearly detail how the hardware, software and services that you are proposing can best satisfy the City's requirements. One consolidated response with all cost items included in the cost summary shall be submitted. The prime contractor shall be the sole point of contact for the City with regard to contractual matters.

To ensure a fair and objective analysis of all proposals, the submitted proposal must follow the rules stated within this section and the format established within this RFP.

This RFP is being provided electronically in Microsoft Word 2010 format to facilitate the evaluation of the proposals. Therefore, all responses must be reflected only to the copy provided and may not be submitted in any other form (e.g., Portable Document Format (PDF), Rich Text Format (RTF), etc.). Only additional vendor or proposer digital attachments, clearly referenced, may be attached in other formats as necessary. A printed copy of the RFP document is available upon request and an electronic copy can be obtained through the City's Vendor Services web page <https://ep.wichita.gov>.

Failure to comply with or complete any portion of this request may result in rejection of a proposal.

## **B. Request for Clarifications or Interpretations**

The City's project managers are Jacqueline Eaton and Laura Fearey-Hadley of the City's Division of Arts & Culture.

Verbal communication shall not be effective unless formally confirmed in writing by the specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

Vendors' inquiries, questions, and requests for clarification related to this RFP are to be directed in writing to the Project Manager or RFP Coordinator:

Century II Performing Arts & Convention Center  
225 W. Douglas  
Wichita, KS 67202

Attention: Jacqueline Eaton  
Telephone: 316-303-8641  
Fax: 316-858-7473  
E-mail: [jeaton@wichita.gov](mailto:jeaton@wichita.gov)

Or

Attention: Laura Fearey-Hadley  
Telephone: 316-303-8654  
Fax: 316-858-7473  
E-mail: [lfearey@wichita.gov](mailto:lfearey@wichita.gov)

The City of Wichita  
Finance Department, Purchasing  
455 North Main  
Wichita, KS 67202  
Attention: Hannah Lang  
Telephone: 316-268-4426  
Fax: 316-858-7526  
E-mail: [hlang@wichita.gov](mailto:hlang@wichita.gov)

**Informal Communications** shall include, but are not limited to: requests from/to vendors or vendors' representatives in any capacity, to/from any City of Wichita employee or representative of any kind or capacity with the exception of Jacqueline Eaton, Laura Fearey-Hadley and Hannah Lang for information, comments, speculation, etc. Inquiries for clarifications and information that will not require addenda may be submitted verbally to the party named above at any time.

**Formal Communications** shall include, but are not limited to:

- Questions concerning this RFP: Questions must be submitted in writing and be received prior to 5:00 pm Central Time (CT), Friday, May 6, 2016.
- Errors and omissions in this RFP and enhancements: Vendors shall bring to the City of Wichita any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to the City of Wichita any enhancements that might be in the best interests of the City of Wichita. These recommendations must be submitted in writing and be received prior to 5:00 pm Central Time (CT) Friday, Friday, May 6, 2016.
- Inquiries about technical interpretations must be submitted in writing and be received prior to 5:00 pm Central Time (CT) Friday, Friday, May 6, 2016.
- Inquiries for clarifications/information that will not require addenda may be submitted verbally to the buyer named above at any time during this process.
- Presentations and pre-award negotiations under this RFP.
- Addenda to this RFP.

**Addenda:** The City of Wichita will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within three (3) business days.

All addenda will be posted to the City's Vendor Services web page <https://ep.wichita.gov> and will be available on request.

The City of Wichita will not respond to any questions/requests for clarification that require addenda, if received by the City of Wichita after 5:00 pm Central Time (CT) Thursday May 12, 2016.

### C. Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances.

- Issuance of RFP Thursday April 7, 2016
- Written Questions Due for Pre-Proposal Conference Thursday April 21, 2016
- Pre-Proposal Telephone Conference Thursday April 28, 2016
- Final Questions/Inquiries Due Thursday May 12, 2016
- RFP Closes Thursday, June 9, 2016

- Complete Initial Evaluation Thursday, June 23, 2016
- Demonstration Week July 18-22, 2016
- Final Award Notification Thursday August 12, 2016

**D. Pre-Proposal Telephone Conference**

A pre-proposal telephone conference will be held on Thursday April 28, 2016. Attendance at the pre-proposal telephone conference is not mandatory; however, proposers are highly encouraged to be present. Proposers will also be allowed to telephone in for the conference.

In order for questions to be addressed at the pre-proposal telephone conference they should be submitted to the City in writing (electronic media preferred) at least five (5) business days in advance of the conference. Questions not submitted in advance of the conference may be asked but may or may not be answered at the conference itself.

It is not the intention of the City to issue minutes or notes of the Pre-Proposal Telephone Conference. However, written addenda or clarifications may be issued to all prospective proposers if deemed necessary by the City.

**E. Submission of Proposals**

Proposals must be sealed and delivered to the RFP Coordinator:

Hannah Lang  
City of Wichita  
Finance Department, Purchasing  
455 North Main  
Wichita, KS 67202

On or prior to 3:00 pm Central Time (CST) Thursday June 9, 2016. The City of Wichita shall not accept proposals received by fax.

Vendors are to submit ten copies and one original copy of proposal marked "Original" and ten marked "Copy". Each original and copy must be individually bound. An electronic copy of the proposal may also be submitted to [hlang@wichita.gov](mailto:hlang@wichita.gov).

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

**F. Supplemental Instructions or Changes**

Any supplemental instructions or changes will be in the form of written addenda to this solicitation. Any addenda will be made available to all prospective proposers, prior to the due date for submittal of proposals, via the contact email address and will be posted on the City's Vendor Services web page <https://ep.wichita.gov>. It shall be presumed that any addenda issued shall become a part of the City's RFP.

Proposers or vendors who have not obtained this proposal solicitation document directly from the City shall be responsible for immediately notifying the City to receive all written addenda on a timely basis. Proposers who do not so notify the City and submit proposals without receipt of all addenda issued may be deemed to have submitted proposals not responsive to this request for proposal solicitation.

#### G. Cost of Preparation of Proposal

The City will not pay costs incurred by proposing vendors in the proposal preparation, printing, demonstration or negotiation process. The proposing vendor will be responsible for all costs, with the exception of travel and other expenses incurred by City personnel during visits to vendor offices and customer reference sites

#### H. Disclosure of Litigation

Each Proposer (and each subcontractor included in the Proposer's proposal) must include a complete disclosure of any civil litigation, arbitration or other ADR proceeding to which it is a party and which is pending or was concluded within two years from the date of this RFP. This is a continuing disclosure requirement. Any such litigation, arbitration, or other ADR proceeding (collectively, "Proceeding") commencing after submission of a proposal must be disclosed in a written statement to the contact administrator within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

#### I. Other Obligations

The selected vendor will be required to enter into a written Agreement with the City using a City of Wichita contract. The City will require certain contractual obligations, which may include, but are not limited to, the following:

- *Status Reporting* - The selected vendor will be required to attend, weekly on-site status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance. Status reports are to be in Gantt chart format.
- *Warranty* - All equipment, software and workmanship are to be under warranty for a minimum of three years from the date of system acceptance. The warranty shall require the vendor to be responsible for all cost of parts, labor, field service, and pickup and delivery related to repairs or corrections during the warranty period. There is to be no cost to the City beyond those identified in the proposal.
- *Costs* - All costs should be detailed specifically in Section V, Costs of the RFP; vendor submission should be for a **fixed price solution**. Costs should be unbundled and separately listed as defined in Section V, Costs. Proposals that do not detail specific costs on the forms provided in Section V, Costs will be considered non-responsive.
- *Other* - In the final contract, the City wants to obtain items such as performance guarantees for system availability, response time, capacity, and detailed system acceptance criteria. Some of the specific guarantees required are identified in Criteria Evaluation - Sections III, Functional Specifications and Technical Requirements - Section IV, Costs - Section V and Vendor Response - Section VI of the RFP. The selected vendor should be prepared to negotiate the inclusion of such items within the scope of services and pricing.
- *Laws to be Observed* - The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing State and Federal laws and County and City ordinances, regulations and codes, and those laws, ordinances, regulations and codes adopted during its performance of the work.
- *Payment Schedules* - Payments for the proposed system shall be based on defined deliverables such as installation and training. No payments will be made in advance of work performed. No less than the

remaining balance of twenty-five percent (25%) of the total purchase price shall be due upon final acceptance of the proposed system by the City.

- *Liquidated Damages* - The City may include in the contract penalty provisions for non-performance. This may include liquidated damages.
- *Selection* - The final award of contract is subject to approval by the City.

#### **J. Evaluation**

Evaluation of the proposals is expected to be completed within 14 calendar days after they are opened. An evaluation team composed of representatives of the City and its consultants will evaluate proposals on a variety of quantitative and qualitative criteria as well as compliance with the mandatory requirements stated within the RFP. The proposal selected shall provide the most cost-effective approach that meets the City's requirements. The lowest price proposal will not necessarily be selected. The City intends to select the most qualified and responsible respondent whose proposal is most advantageous to the City.

The City reserves the right to reject any or all proposals, or to make no award. The City also reserves the right to require modifications to initial proposals or to make partial or multiple awards. The City further reserves the right to excuse technical defects in a proposal when, in the sole discretion of the City, such excuse is beneficial to the City.

The City may award based on initial proposals received, without discussion of such proposals. Selected vendors may be invited to provide product demonstrations to City personnel. All proposer representative(s) attending the demonstration shall be technically qualified to respond to questions related to the proposed solution.

In addition, selected proposers must be prepared to discuss their approach or methodologies that will be used in analyzing both cost and business benefit factors of the proposer's proposed services to the City. The City reserves full discretion to determine the capability of proposers. Proposers will provide, in a timely manner, any and all information that the City deems necessary to make such a decision.

The proposer whose proposal is most advantageous to the City and scores highest based on the following evaluation factors will be recommended for contract award. (Please note that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.)

##### *Evaluation Criteria*

The criteria upon which the evaluation of the proposals will be based to generate a short list include, but are not limited to, the following:

#### 1. Checklist

- Completeness and thoroughness of the proposal. All required information should be provided, in the format specified.
- The proposer's understanding of the City's purpose, scope and objectives, including the applicability and quality of the vendor's approach.
- The proposer shall provide its standard form agreement, the degree to which that agreement deviates from terms acceptable to the City will be a significant evaluation criteria.
- The proposer's willingness to certify as to No Lobbying and Influencing Federal and/or City Employees or City Council Members and Conflict of Interest.

2. Proposer Experience and
  - The quality, relevance and quantity of references.
  - The proposer's ability to successfully install the system, as demonstrated by installation of similar systems for at least three comparable sites within the past five years.
  - The financial stability and resources of the proposer.
3. Costs (Section V.)
  - One-time costs. Although the low cost proposer may not necessarily be awarded the contract, costs are an important evaluation criterion.
  - Ongoing costs for maintenance and support.
4. Functional and Technical Requirements (Based on Criteria Evaluation - Section III and Functional Specifications – Section IV.)
  - The proposer's ability to meet minimum industry standards including those required items listed in the Criteria Matrix or provide an alternative solution for those required items that cannot be provided.
  - The level of integration between modules.
  - The proposer's ability to interface with external systems.
  - The proposer's response to the desktop and network requirements along with the IT Department Support Activities.
5. Hardware Design/System Architecture Approach
  - Design, capability and functionality of the proposed hardware, including conformance with the City's architectural direction with a web-based design.
  - The proposer's current technological position and future direction.
6. Implementation and System Administration
  - Level of assistance to be provided to the City by the proposer during the implementation process.
  - Feasibility, timeliness and quality of the implementation schedule, and ability to meet the City's implementation deadlines.
  - The extent of the effort required to perform System Administration functions.
7. Training and Documentation.
  - The amount and extent of user and technical support training.
  - Quality and extent of the documentation to be provided.
8. Customer Support/Warranty and Maintenance
  - The level of service and responsiveness that the proposer commits to providing the City of Wichita, Kansas.
  - Qualifications, experience and technical expertise of the proposer's Customer Support staff.
  - Ability of the proposer to provide long-term maintenance support to the City.
  - The proposer's process for providing new releases of the software.
9. DBE Participation
  - Additional points will be rewarded to those who are Disadvantaged Business Enterprise (DBE) certified

10. Demonstration

Selected qualified proposers may be invited to provide product demonstrations to the selection committee. All proposer representative(s) attending the demonstration shall be technically qualified to respond to questions related to the proposed solution. The City may require the selected proposers to set up a representative system at the City or a nearby facility for the purpose of hands-on evaluation of the proposed solution for a period of time.

- Ad-hoc reporting capabilities
- Quality and breadth of the system functional capabilities and ease of use
- Demonstrated knowledge and ability of key personnel

**K. RFP Evaluation Factors Scoring**

Points may be awarded based upon the quality and thoroughness of the Contractor's response to each evaluation factor as follows:

Area	
Checklist	All information required or requested, provided in the format specified
Proposers Experience and Resources	Proposer (Company) meets relevant experience requirements Vendor Staff meets experience requirements.
Costs	One-time and on-going costs
Functional and Technical Requirements	Proposer meets minimum industry standards
Hardware Design/System Architecture	System is web-based
Implementation and System Administration	
Training and Documentation	
Customer Support/Warranty and Maintenance	
DBE Participation	
Demonstration	

**L. Exceptions to the RFP**

The format of the RFP should be followed and all requested information should be submitted as indicated. However, the City is receptive to any additional suggestions pertaining to services and system capabilities in addition to those contained in the RFP that the proposer believes would be useful to the City.

Any exceptions to RFP and the City’s IT Technology Agreement, Appendix A terms and conditions should be included in writing in the vendor response.

**M. Applicability of City of Wichita Open Records and Disclosure of Proposal Contents**

The City of Wichita is a public entity. As a result, this selection process and any materials submitted pursuant to it may be subject to a variety of public inspection requirements, including, but not limited to, federal and state records disclosure statutes. To promote maximum competition and to protect the public bidding procedure from being used to obtain information that would normally not be available otherwise,

the City of Wichita agrees to maintain the confidentiality of trade secrets to the extent allowed by Kansas law. Confidential or trade secret materials must be submitted in response to this RFP in accord with the instructions set forth herein. The obligations of non-disclosure shall not apply to the following:

- Information which, at the time of disclosure, is public knowledge;
- Information which, after disclosure, becomes part of the public knowledge by publication or otherwise;
- Information which was in the possession of the City of Wichita at the time of disclosure and which was not acquired, directly or indirectly by recipient from the disclosing party, and which prior possession can be proven by documentary evidence;
- Information received from third parties, provided such information was not obtained to their knowledge by said third parties, directly or indirectly, on a confidential basis;
- Information which is independently developed by City of Wichita personnel not privy to the information.
- Any material that does not qualify as “confidential” or as a “trade secret” under the provisions of Chapter 60-3320 to 3330 of the Kansas Statutes and Annotated.

Materials designated as trade secrets must be submitted in a separate, sealed envelope marked "Trade Secret Proposal - Confidential and Proprietary Information - Do Not Disclose Except for Purpose of Evaluating this Proposal" and the same trade secret/confidentiality designation should be stamped on each page of the materials for which trade secrets protection is sought. In submitting a proposal, each respondent to the RFP agrees that the City of Wichita may reveal any trade secret materials contained in their response to all appropriate staff and officials involved in the selection process as well as any outside consultants or third parties hired or retained by the City of Wichita to assist in the selection process.

By submitting a proposal, each respondent to the RFP agrees to indemnify and hold harmless the City of Wichita and each of their officers, employees, and agents from all costs, damages, and expenses incurred by the City of Wichita in connection with a public records or inspection request as to material that the vendor has designated as confidential. Any vendor that designates its entire response as a trade secret may be disqualified from the selection process.

If the City of Wichita receives a request to disclose materials that have been labeled as a trade secret or confidential by the vendor, the recipient of the request (the “Recipient”) shall provide the vendor with notice of the request. Within five (5) calendar days of the receipt of this notice, the vendor must notify the Recipient of whether or not it instructs the Recipient to withhold the materials from public inspection and the vendor must seek, at its sole cost, appropriate judicial action to prevent the disclosure of the materials. If the vendor notifies the Recipient to withhold materials from public inspection, said notice must also include a legal justification for why the withheld materials qualify for exemption from the Kansas Open Records Act. If such justification is not provided with the notice to withhold materials, the vendor acknowledges that the notice shall be void and deemed of no effect and that the Recipient may release the information without penalty or liability for damages. Further, if the vendor does not take action to prevent the disclosure of the materials within a five (5) calendar day period, the Recipient may release the information pursuant to the public records request without any penalty from or liability to the vendor.

#### **N. Contact with City Employees**

All proposers are prohibited from contacting City staff and employees regarding this RFP between the time of issuance of the RFP and the issuance of intent to contract letter, unless such contact is made to

the City's Finance Department, RFP Coordinator. Failure to comply with this provision could result in the rejection of a Proposer's proposal.

#### **O. Other General Conditions**

- *Current Manufacture* - Equipment furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- *Current Version* - "Packaged" application and system software shall be the most current publisher or vendor's version, as of date of proposal. Beta test versions will not be acceptable.
- *Prior Use* - The City reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the City.
- *Availability of Funds* - In the event that sufficient funds are not available for the project, the City reserves the right to negotiate the scope of this contract, delay implementation, reject all proposals, or award another type of contract other than that required in this RFP.
- *Errors and Omissions in the RFP* - If the City of Wichita becomes aware of an error or omission in this RFP, they will post a notice on the website. If the City of Wichita discovers an error or omission after the proposals are submitted, they may at their discretion proceed or reissue the RFP. Even if they elect to reissue the RFP, the City of Wichita will not be liable for any costs or damages incurred by any Vendor in preparing and submitting the original proposal.
- *Requirement to Meet All Proposal Provisions* - Each proposer shall respond to all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the proposer acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Non-substantial deviations may be considered provided that the proposer submits a full description and explanation of and justification for the proposed deviations. Whether any proposed deviation is non-substantial will be determined by the City at its sole discretion.
- *Objections to RFP Terms* - Any objections to or questions about this RFP's terms must be conveyed in writing to the electronic mail address provided in Section I. E. and must be submitted by the deadline for submission of questions about the RFP in Section I. C. above.
- *Proposal Retention and Award* - The City reserves the right to retain all proposals for a period of 180 days after the proposal opening date for examination and comparison. Each proposer agrees to honor its proposal if selected by The City with that 180 day period. The City also reserves the right to determine and waive non-substantial irregularities in any proposal, to reject any or all proposals, and to make award as the interest of the City may require.
- *Release and Hold Harmless Agreement* - By submitting a proposal, each Vendor agrees to release and hold harmless the City of Wichita and their respective officers, directors, trustees, employees, and agents ("Releasees") from all claims, costs, damages, liabilities or expenses ("Claims") in connection with or arising from the preparation and submission of a response to this RFP, the accuracy or omission of any information furnished in connection with this RFP, the actions of any Releasee in the conduct of this RFP process including evaluation of Vendor's proposal, any economic benefit lost or damages incurred by a Vendor, or any other Claim connected with or arising in any way from the RFP process.

## II. Background and System Overview

### A. Century II

Century II Performing Arts & Convention Center is a unique municipal facility due to its dramatic architectural style, its importance to the downtown area, and the economic impact it has on the community. The ensuing mission of Century II is to provide an economic benefit to Wichita through its use as a performing arts and convention center.

### B. WichitaTIX

WichitaTIX is the ticketing agency for events at Century II Performing Arts and Convention Center. The WichitaTIX Box Office is located adjacent to the Century II Administrative Office within the Concert Hall of Century II. The Box Office window and phone sales are open Monday through Friday 10:00am until 5:00pm. Tickets can also be purchased online at [www.WichitaTIX.com](http://www.WichitaTIX.com).

WichitaTIX provides ticket services to the rentals throughout the facilities as contracted. We have a unique setup in the variety of ticketing needs of each event rental/tenant. Ranging from an expo with general admission ticketing to a yearlong subscription series. The primary goal of WichitaTIX is to provide a superior experience in the ticket purchasing process through attending the event and ensuring the customer repeats the process.

The facility features remote box office locations in each hall for staffing specific events

WichitaTIX Box Office – 2 windows

Concert Hall – 6 windows

Mary Jane Teall Theater – 2 windows

Exhibition Hall – 6 windows

Convention Hall – 6 windows

Bob Brown Expo Hall – 8 windows

Add. Ticket office – 6 windows

### C. Division Sites and Tenants

WichitaTIX is the exclusive provider of ticketing services to clients, vendors & promoters that lease space at Century II for events to which public ticket sales occur. The facility is also home to four non-profit performing arts organizations which WichitaTIX provides a varied level of ticketing services to. Information regarding their ticket sales can be found in Section H. *Tenant Attendance Reported*. In addition to Century II Performing Arts & Convention Center, the City of Wichita Division of Arts & Cultural Services also manages three other sites; CityArts, Old Cowtown Museum & the Mid-America All-Indian Center. Currently each site has implemented the existing ticketing (*and/or point of sale*) software and should therefore be taken into consideration when submitting proposals.

#### Division Sites

- **Old Cowtown Museum** utilizes Patron Edge for daily admissions as well as Patron Edge Online for special events and CounterPoint for gift shop merchandise sales.
- **CityArts** utilizes Patron Edge and Patron Edge Online for class registration and student purchases of art supplies. CounterPoint is used for merchandise and gift shop sales.

- **Mid-America All-Indian Center** currently in the process of implementing CounterPoint for admission & merchandise sales.

#### Tenants

- **Music Theatre for Young People** - utilizes WichitaTIX to sell on Patron Edge for subscription and single ticket sales.
- **Wichita Symphony Orchestra**- utilizes the Patron Manager software. WichitaTIX assists with staffing the day of the event and will begin providing full ticketing services later this year.
- **Wichita Grand Opera** – utilizes Select-a-Seat. WichitaTIX assists in selling subscription and single tickets during regular business hours and staffing the day of the event with equipment provided by Wichita Grand Opera.
- **Music Theatre Wichita** – utilizes Choice Ticketing and handles their own subscription and single ticket sales.

#### D. Facility Information

Century II Performing Arts & Convention Center is made up of 5 areas:

- a. Concert Hall - capacity 2195, entry points 8
- b. Mary Jane Teall Theater - capacity 652, entry points 4
- c. Bob Brown Expo Hall - 93,000 sq. ft. of exhibit space, with adjoining 8,000 sq. ft. lobby, entry points 4
- d. Exhibition Hall - 45,000 sq. ft. of exhibit space and an additional 17,500 sq. ft. on the mezzanine, entry points 6
- e. Convention Hall - flexible space with retractable tiered seating for 4751 people or 32,000 sq. ft. of exhibit space which can open via a retractable wall to the adjacent Exhibition Hall, entry points 8

#### E. Current Environment

Currently our client-server environment consists of two primary servers. Our database server hosts databases for the Patron Edge and Patron Edge Online applications, as well as for other applications. This server runs MS Server 2003 standard R2 and MS SQL Server 2005. The second is a Virtual Server (VMware) for hosting the website, with MS Server 2003 standard R2 and IIS v6.0 installed. These servers reside in the IT/IS Data Center, with fiber optic cable connecting the data center and the Century II facility. Currently there is not redundancy in place for this connection or the servers, only regular backups for pertinent storage locations and databases.

Client devices are typically desktops and laptops utilizing Intel I5 processors, 2-4GB memory and Windows 7 SP1 32-bit OS. Peripherals consist of BOCA ticket printers, Magtek magnetic card swipes, numeric touch pads and bar code scanners.

Motorola MC65 mobile computers are used for wireless ticket scanning. Communications from these units are sent to an Access Control unit (PC running Microsoft Server 2003 R2 Standard SP2), which communicates with the Patron Edge Application.

In addition, Alliance Software developed an integrated application for Payment Processing, as well as several customized reports, automated reporting structure and presale customization.

Network Technology Environment

#### Technology Challenges

- System Integration
- Internet/Web-enabled Readiness
- System Redundancy – Mobile Ready Website (Responsive)
- System Maintenance & Support
- Security
- Disaster Recovery

#### Business Process Environment

- Research and implementation of system upgrades/patches
- Monitor system well-being and maintenance
- Updates to the website
- Investigate application issues
- Reliance on a 3<sup>rd</sup> party for customized reporting needs

#### Process Challenges

- Manual Tasks
- Data Integrity
- Paper Forms
- Processing Time
- Information Access

### **F. Goals and Objectives**

The City's overall project goals include the following:

- Replace the current ticketing software with new software that successfully performs all current business processes and implements best practices based on industry standards.
- Provide an exceptional ticket purchasing experience to the customer and allow for additional follow up via emails and surveys.
- Brand website with WichitaTIX, Century II and City of Wichita.
- Enhance operational effectiveness by making more timely, accurate and complete information available to Century II clients, citizens, the governing body, City Manager and other city personnel.
- Integrate the ticketing software with other City applications such as finance software and interface with third party providers through standard techniques.
- Maintain well supported software that is easily configurable and upgradeable to meet the City's ticketing needs for the foreseeable future.
- The software should use contemporary technology. The vendor will have well-defined enhancement strategies for future technological upgrades.
- Access to real-time data in terms of order/service status in order to provide accurate information to the customer.
- Excellent system performance and uptime to quickly query customer information.
- Utilize and manage technology in a cost effective manner.
- Increase operational effectiveness via improved system training.

- Enhance access, manipulation and reporting of data.
- Enhance internal communications through the use of information technology and improved business processes.
- Improve sharing of information between the City and external agencies.
- Support a centralized business office function in support of a back-office customer support and related activities.
- Support multiple full-service walk-in locations.

Vendor responsibilities for this project include the following:

- Development of an interface to our financial software (Performance Series) is required.
- Migration of a minimum three years of data from the existing system, performed by the vendor.
- Training of staff and on-site vendor support at the time of go-live is required. Development of currently utilized reports or similar.
- 24/7/365 support or off-hour emergency assistance is preferred.
- Proposed payment processing strategy must be approved by the City of Wichita Finance Department per the Mandatory Technical Specifications outlined in Section 3 of the proposal.

The City will provide the following:

- The City of Wichita IT/IS Department will supply hardware and peripherals based on the specifications provided (at the department's expense), or will utilize existing compatible equipment. Any changes to existing infrastructure are subject to IT/IS operations and/or CIO approval.

## **G. Sales Volume**

This section contains selected current volume information for sizing the computing, network, and business resource requirements of the new system, the system(s) upon which an application will be based, the related infrastructure, and the resources to support and maintain the system or application. The volumes, provided by City personnel, are approximate and are included to provide prospective vendors with information to gauge requirements. However, the proposed systems should be readily expandable or field upgradeable. The proposed systems should be sized to meet the performance standards for the projected volumes plus a margin for unexpected volume growth.

The current volume for the last five years can be seen in the tables below. Based on previous growth and fluctuations in attendance volume at Century II, CityArts and Cowtown, it is predicted that attendance numbers will continue to grow. Additionally, the ticketing software will need to be able to accommodate for additional uses including but not limited to donation tracking and memberships, gift cards and merchandise.

**2015:**

Location	# of Events	# of Tickets Sold	Value of Ticket Sales
Century II (GA/Consumer Show & Performing Arts/Live Events)	119	155,001	\$3,039,425.24
CityArts (Classes)	751	8,107	\$274,013.75
Cowtown (Daily Admissions & Special Events)	355	32,389	\$192,016.28
<b>TOTAL</b>	<b>1,225</b>	<b>195,497</b>	<b>\$3,505,455.27</b>

**2014:**

Location	# of Events	# of Tickets Sold	Value of Ticket Sales
Century II (GA/Consumer Show & Performing Arts/Live Events)	127	149,167	\$2,876,967.32
CityArts (Classes)	601	5,571	\$230,751.00
Cowtown (Daily Admissions & Special Events)	346	22,443	\$136,041.74
<b>TOTAL</b>	<b>1,074</b>	<b>177,181</b>	<b>\$3,243,760.06</b>

**2013:**

Location	# of Events	# of Tickets Sold	Value of Ticket Sales
Century II (GA/Consumer Show & Performing Arts/Live Events)	117	148,118	\$3,341,196.58
CityArts (Classes)	603	5,034	\$197,379.00
Cowtown (Daily Admissions & Special Events)	370	14,422	\$96,065.99
<b>TOTAL</b>	<b>1090</b>	<b>167,574</b>	<b>\$3,634,641.57</b>

**2012:**

Location	# of Events	# of Tickets Sold	Value of Ticket Sales
Century II (GA/Consumer Show & Performing Arts/Live Events)	174	206,378	\$6,457,772.59
CityArts (Classes)	630	4,561	\$203,013.50
Cowtown (Daily Admissions & Special Events)	403	16,187	\$103,894.42
<b>TOTAL</b>	<b>1,207</b>	<b>227,126</b>	<b>\$6,764,680.51</b>

**2011:**

Location	# of Events	# of Tickets Sold	Value of Ticket Sales
Century II (GA/Consumer Show & Performing Arts/Live Events)	106	129,089	\$1,445,149.04
CityArts (Classes)	538	4,575	\$174,187.40
Cowtown (Daily Admissions & Special Events)	409	15,771	\$101,695.20
<b>TOTAL</b>	<b>1,053</b>	<b>149,435</b>	<b>\$1,721,031.64</b>

**H. Tenant Attendance Reported**

YEAR	MTW	WGO	WSO
2011	66426	6511	52949
2012	59872	5961	47866
2013	74913	5655	46990
2014	66527	6400	52586
2015	49015	8982	53373
<b>Total</b>	<b>316753</b>	<b>33509</b>	<b>253764</b>

MTW – Music Theatre Wichita  
 WGO – Wichita Grand Opera  
 WSO – Wichita Symphony Orchestra

## I. Summary

We are looking for a system that provides multiple features with focus on:

- An exceptional customer experience
- Improved web presence and purchasing experience
- Provide increased services, data and reporting capabilities to current system users
- Integration with other City of Wichita Departments systems
- Ease of system use and training for staff
- The ability to upgrade and expand our needs and services to other clients and City of Wichita entities

### III. Criteria Evaluation

#### A. Data Access and Security

**Please provide a narrative as to how your system is able to support the following items:**

- Ability for the workstations to support the concurrent operation of Microsoft Office productivity tools
- System should not allow group, shared, or generic accounts and passwords.
- Provide users individual control of password with password hints and method to individually recover their password
- Enforce password changes required every 90 days.
- Require a minimum password length of at least seven characters requiring both numeric and alphabetic characters. (Symbols are accepted but not required)
- Do not allow an individual to submit a new password that is the same as any of the last four passwords he or she has used.
- Limit repeated access attempts by locking out the user ID after not more than five failed attempts.
- Set the lockout duration to 30 minutes or until administrator enables the user ID.
- If a session has been idle for more than 15 minutes, require the user to re-enter the password to re-activate the session.
- Each user is assigned a security level by the system administrator.
- Security levels range from read only access to complete system access.
- When the user name and password are applied at application login, the security level assigned to the corresponding user is applied which controls the modules to which the user has access and the functions the user can perform.
- At the transaction level, the user name is applied to identify and record the user performing each transaction in the POS and/or reservation system.
- A system administrator can assign a unique password to any or all software modules to limit access to specific users.
- If a module is password-protected, the password is enforced at the module level regardless of user-level security in place.
- Application security must allow for flexible permission based access to application features.
- Ability to limit access to functional groups
- Provide an Activity Audit log of the User Activity in the Database.
- Ability to limit permissions by individual Workstations.
- Ability to back-up, archive and restore data.
- Measures against counterfeiting, ticket duplication, "hackers" and other security concerns.

*System activity such as workers logging in and out, opening and closing drawers, price changes, batch printing, should be logged. Log files may not be configurable by the end user and cannot be disabled, deleted or re-initialized.*

- Provide the ability to track all database changes back to the PC and Worker ID who made them.
- Provide an activity log report which itemizes with date, time, worker name, all data management activities such as but not limited to:

- Change to permissions.
- Price changes
- Batch print jobs such as printing will-call tickets, printing season tickets, and group tickets
- New User ID setup
- Log in Log out times.
- Duplicate login incidents
- Change of drawers within a single login session, or other security violation, etc.
- Refund report, return report

## B. Accounting and Auditing

**The system must have transparent accounting system with seamless reporting to balance and reconcile sales. Please provide a narrative as to how your system is able to support the following items:**

- Ability to assign a general ledger accounting codes by transaction line items and prepare a daily extract to forward to City's Performance Series accounting system.
- Ability to split transaction amount proportionally to multiple G/L accounts at time of purchase.
- Ability to make and audit minor accounting adjustments within the application to assist in balancing and corrections, prior to export to *Performance Series*. e.g. overages/shortages (long/shorts), refunds
- Ability to determine a hierarchy in applying payments to tickets, donations, service charges, etc.
- Ability to adjust the application of payments to tickets, donations, service charges, etc.
- Provide a nightly export of all financial transactions summary according to the requirements of "*Performance Series*" and in a file layout to be provided.
- The G/L export should be a standalone executable that prompts the user to specify a date range of transactions to post, a Location code, and the name and location of the flat file where the output.dat file will be written.
- The record layout of the .dat file is composed of 68 distinct fields which are concatenated into an 855 character string. The vast majority of these fields will remain static. There are 12 fields which will be variable depending upon the exported transactions.
- The Box Office will manually assign GL Account Numbers/Codes when they set up shows and enter them into the Account Number fields for Shows, Fees, etc. The codes contain necessary information for your program to parse into the G/L export.
- Provide the ability to trace any seat or GA ticket back to its original transaction, and to Cash or a Name on a Credit Card and what type of sale, cash, credit card, exchange to cash or credit card and operator/seller.
- Provide the ability to trace any General Ledger export amount back to its transactions components.
- Provide ability to report on any/all transactions to audit the exact split of monies by G/L account.
- Ability to assign an Advance/Invoice payment methods for partial payments on season orders
- Reconcile each original advance or invoice payment method.
- Other reconciliation and audit tools.
- Ability to reconcile check refunds.

- Employ appropriate security controls to protect the confidentiality of Personally Identifiable Information (PII) as defined in National Institute of Standards and Technology (NIST) SP 800-122, State of Kansas, and City of Wichita Information Technology Security Standards.
- Point-of-Sales (POS) systems and applications must be EMV Compliant in accordance with recognized current EMV standards.
- The payment gateway must connect with **First Data, Nashville** processor for Bank of America Merchant Services (BAMS).
- Offer payment plans- Define the amount for an event(s) for **Payment Methods: Advance** (Patrons' Fund) and Invoices
- Ability to reconcile payment method payments by event.
- Generate mail/email invoices.
- Ability to make payments to via the website.
- Allow multiple merchant accounts, assigned by terminal location.
- Provide ability to split payments between cash and credit card and itemize those amounts in the daily cash report.
- Issue Vouchers
- Apply Discount Coupons.
- Accept Cash and credit card.
- Accept Checks.
- Accept Vouchers and gift cards.
- Accept Bank Transfers.
- Issue Reimbursements.
- Record Payment by Invoice.
- Deduct Deposits from Invoices.
- Ability to exchange tickets from one event to another or from one area in the theater to another, easily transferring the ticket proceeds to the proper event date for effortless reconciliation.
- Refund either the full or partial balance directly back to the credit card without logging into the payment gateway.
- Ticketing system must encrypt all credit card information and mask numbers.

#### Fraud protection and detection

- System must be PCI compliant and have a continual plan or program in place to combat fraud.
- System must have Address Verification System (AVS) and Card Verification Value (CVV or CVV2) settings that are customizable by sales channel.
- Ability to report daily sales to balance external clients (i.e. Outlets, tenants)
- Ability to report daily sales by sales channel.
- Ability to report on each method of payment by sales channel.

### C. CRM – Customer Relationship Management

**Please provide a narrative as to how your system is able to support the following items:**

- Ability to define and store multiple addresses.
- Ability to define and store multiple phone numbers.
- Ability to define and store multiple email addresses.
- System adherence with the United States and International Postal Services addressing and zip codes.
- System's ability to provide automated emails or letters to customers. This feature should be schedulable and triggered based on user defined criteria.
- Ability to generate mailing lists.
- Ability to use customer ID, name, partial name, phone number, email address or other unique identifier to query customer information.
- Ability to categorize customers (i.e. Staff, Individual, Business, Season Ticket Holder)
- Can fields be made required or mandatory based on sales channel?
- Can your system store demographic profiling information? (i.e. gender, income level)
- Indicate any third party CRM's that can be interfaced with your system.
- Describe your system's ability to segment email marketing campaigns and create viral email campaigns.
- Describe your system's ability to allow patrons to unsubscribe from receiving emails.
- Describe your system's ability to report on an email marketing campaign benchmarks. (i.e. emails opened, click thru's, sales completed, abandon carts, unsubscribes, bounced email)

### D. Ticketing

**Please provide a narrative as to how your system is able to support the following items:**

- Single ticket sales
- General Admission sales (i.e. trade show, expo)
- Full season ticket sales
- Partial season ticket sales, Flex plans
- Ability to rollover season to season for season ticket sales
- Ability to track preferred seating assignments (i.e. no change, preferred section, row, aisle requests)
- Additional functionality to assist in re-seating and/or upgrading season ticket holders
- Ability to pro-rate season tickets or packages
- Allow seats within a series/package to be returned, resold, exchanged, reprinted and/or cancelled without effective the entire season package
- Daily admissions/Museum admissions
- Class Registrations
- Conference Registrations

#### Group Sales

- Offer group sales via all sales channels
- Allow for group sales settings such as minimum tickets to qualify for group rate
- Allow seats within a group sale to be returned, resold, exchanged, reprinted and/or cancelled without affecting the entire group sale
- Additional tools that would help identify/collect data on individual members of a group sale

#### Upsell features

- Parking
  - Concessions
  - Membership
  - Gift certificates/Gift cards
  - VIP Packages
  - Donations
- 
- Delivery methods available (i.e. PAH, mobile, will call, Delayed options)
  - Delivery options (i.e. Will Call, Mail (express and standard options), Mobile (Apple passbook, PDF))

#### Other Functionality

- Quick Sale abilities (Touch screen option)
- Accept split payments
- Exchange functionality
- Transfer functionality
- Support ability to reprint a ticket or exchange a ticket from the Sales screen
- Rush/student tickets
- Limited view seating on screen
- ADA compliance in tickets sales via all sales channels
- Ability to segment and offer ticket sales to different groups of consumers
- Ability to make and report notes/comments about each order
- Ability to report on notes/comments fields
- Ability to have user defined fields (how many user defined fields does your system allow?)

#### Email confirmations

- Personalized email confirmations via all sales channels

#### 3<sup>rd</sup> party resale

- Does your system have its own secondary market/customer resale platform built in?
- System integrated for posting and verifying delivery of tickets through a third party
- Reporting functionality for third party ticket resales

#### BOCA Formats

- Ability to design tickets and customize to event, price level and price type.
- Ability to hardcode conditions into the format. (i.e. Limited view, ADA location)

- Ability to print will call tickets in multiple ways (i.e. by event, last name, first name, section, price level, price type.)
- Have a minimum of 5 lines of text
- Variety of fonts and font sizes

## **E. Event Administration**

**Please provide a narrative as to how your system is able to support the following items:**

- Creation of multiple facilities
- Creation of multiple price levels
- Creation of multiple price types
- Creation of single events
- Creation of general admission events and ability to increase capacity
- Creation of series/subscription events
- Ability to offer a series/subscription in multiple facilities with different seating configurations
- Management of sales channels (i.e. Window, Phone, Outlet, Web)
- Management of seating holds and visibility by operator
- Place restrictions of ticket types (i.e. min, max, multiples, on sale, off sale date and time)
- Ability to make an event visible but not available for sale
- Presale/Promotion options
- Ability to offer discounts with codes
- Ability to designate what specific seats can be sold via presale/promotion; single ticket sales, series/subscription
- Ability to bulk return tickets (i.e. consignment)
- Ability to bulk transfer ticket types without affecting the barcodes
- Ability to return, exchange, transfer with password protection

Dynamic pricing

- Can your system provide a live integration to a dynamic pricing third party
- What sales channels can dynamic pricing be made available
- Ability to change seat pricing. (i.e. by section, by seat, by price level)

## **F. Marketing**

**Please provide a narrative as to how your system is able to support the following items:**

- Traditional advertising and tie in promotion
- Support promotional text and graphics on screen during customer interaction
- Have promotional text and graphics on print at home tickets, which can be updated on a regular basis
- Provide website branding
- Bulk email blast capability (CAN-SPAM and CASL compliance, list exclusion and message scheduling)

- Provide benchmarks based on each email blast (click thru's, sales completed, abandon carts, unsubscribes, bounce backs)
- Social Media and mobile interface
- Google Analytics
- Track Referrers
- Track Ticket Sale Goal Conversions
- Track optimized Purchase Process
- Mailings Analysis
- Marketing Response Report
- Sales data by ZIP Code and County Analysis Report
- Review Event popularity
- Donations by Event
- Customer survey feature
- Track marketing efforts through the use of promo codes
- Pre-Sale purchases

**G. Fees**

**Please provide a narrative as to how your system is able to support the following items:**

- Does your system account for the following types of service fees:
  - Per Ticket
  - Per Order
  - Methods of Delivery
  - Taxes
  - Ancillary
- Can these fees be applied or waived according to sales channel? Price type? Seating category? User Discretion?
- Can these fees be made mandatory according to sales channel? Price type? Seating category? User Discretion?
- Can a ticket be returned, cancelled or voided without returning the service fees?
- Can these different fees be reported on separately? Can these fees be included or excluded on an event audit?
- Can these fees be made in different amounts based on sales channel? (i.e. internet, phone, window)
- Can multiple fees be assigned by sale channel?

Fee scale based on ticket price and sales channel

Advertised Ticket Price	Cost to sell Online	Cost to sell at Box Office	Cost to sell via the Phone	Cost to sell via an Outlet	Cost to sell via Tenant
\$0 to \$10.00					
\$10.01 to \$20.00					
\$20.01 to \$30.00					
\$30.01 to \$40.00					

\$40.01 to \$50.00					
\$50.01 to \$60.00					
\$60.01 to \$70.00					
\$70.01 to \$80.00					
\$80.01 to \$90.00					
\$90.01 to \$100.00					
\$100.01 to \$110.00					
\$110.01 to \$120.00					
\$120.01 to \$130.00					
\$130.01 to \$140.00					
\$140.01 to \$150.00					
\$150.01 to \$175.00					
\$175.01 to \$200.00					
\$200.01 and up					

- Other system costs, such as credit card fees, not covered by the per ticket service fee

**H. Fundraising**

**Please provide a narrative as to how your system is able to support the following items:**

- System's ability to track different campaigns, membership and gift types
- Allow for payment plans for season/subscription tickets and/or donations
- Can the payment for tickets and donations be processed at the same time
- Can the system process a ticket and fundraising transaction into multiple merchant accounts
- Can customer make donations and renew memberships online
- Describe your system's functionality for automated correspondence when a donation is paid. Including tax deductible receipts

**I. Online/Internet**

**The ticketing system must have a web-based interface to allow customers to securely update customer information, complete transactions such ticket sales, ticket renewals, group ticket sales, donations, upselling opportunities and provide secure payment options. The product must be Customer Friendly, easy to use and able to work on multiple devices (i.e. desktop, laptop, mobile device) Discuss how your proposed product currently offers an internet market place, including the items listed below.**

- Ability to brand site to WichitaTIX format and logo
- Ability to link and brand site with logo's from tenants
- Platform must be multiple browser and mobile friendly
- Webpages with responsive design
- Ticket Sales - single and subscription/series

- Ticket Sales - group sales
- Ability to offer presale/promotions
- Ability to accept coupon codes
- Pick your own seats/Best available options
- View from seats (3-D maps)
- Upsell parking, merchandise, concessions, VIP Packages, donations, etc.
- Ability for new subscribers to purchase subscription/series tickets
- Ability for customer to check status of an order placed online
- Ability for customer to reprint/reissue tickets from account
- Ability to interface with Social Media (i.e. Facebook, Twitter, etc.)
- Ability to block robotic traffic based on navigational behavior

Account Management including but not limited to:

- Customer information and ability to update and edit
- Account Password management
- Ticket transfers
- Ticket exchanges
- Ticket donations
- Ticket reprints
- Renew subscription/series tickets

## J. Reporting

**The ticketing system must provide the ability to generate on-demand, downloadable reports including but not limited to transaction detail and summary reports, (i.e. Daily, Weekly, Monthly, etc.) ticket purchase history, donation history, contact information. Discuss how your proposed product meets this requirement:**

- Canned Reports - What reports are standardized and what information do they provide
- Report creation - What programs are available
- Automated reports - Can reports be scheduled to run (i.e. Daily, Weekly, Timed Increments) and delivered via email
- What formats can the reports be delivered in? (i.e. Excel, PDF, Live excel)
- Can the report output be branded to WichitaTIX? (i.e. watermarked logo)
- Is the reporting functionality accessed separately from the ticketing system and can access be controlled?
- Does the reporting program have the ability to interface with other programs? (i.e. Accounting software)

Types of reports (this is not an all-inclusive list of reporting needs)

- Audit - breakdown of sales by ticket type, price level, sales channel and seating holds with capacity recap
- Method of Payment by sales channel, price level, price type
- Gross Potential
- Fees

- Promotions/Discounts - redeemed
- Seats holds/statuses
- Daily Sales/End of day sales
- Tickets printed
- Balance Dues/Unbalanced Orders
- Bill Plans
- Credit Card (i.e. Detailed credit card transactions, credit card batch settlement for daily reconciliation)
- Payment details
- Sales report by series/performance
- Customer Account List
- Customer Order list
- Will call list
- Orders Paid by date
- Admissions by hour
- Comp report - Listing customer, account, event, seat location and quantity of tickets
- Gift Certificates - sold, value, redeemed, remaining balance
- Tickets sold by user
- Ticket transactions
- Service Charge/Fee reporting
- Per ticket service charge report
- Order charge report
- Delivery method report
- Locked seats by sales channel, price level (counter holds/??? Seats)
- Subscription/Series Reporting
- Subscriptions/Memberships Sales Commissions
- Subscribers By Organization
- Subscription Sales
- Subscribers Tickets Balance
- Series Renewal Export Report
- Event setup verification
- Event fee setup verification

#### **K. Access Management/Scanning**

**The proposed system must provide the ability to scan tickets or mobile devices and swipe mag strip ID cards to gain admission. Discuss your product's abilities in these areas.**

- Barcode All tickets and vouchers
- Ability to scan 2-D barcodes (Mobile phones)
- Reporting in real time the number of customers in attendance
- Ability to report on attendance data by time entered facility, event, series, customer ID, facility, seating location
- Ability to scan with concurrent events in different facilities
- Ability to track attendance in the patron account

- Scanners emit a different tone/chime dependent on allowing or denying entry, along with messaging
- Ability to have standardize messages display when scanning a ticket. (i.e. good, stop, reprint)
- Ability to have customize message display when scanning a ticket
- Ability to bulk set a standardize or customize message to seats by ticket type, seat location, section, facility
- Ability to allow for scans out for re-entry
- Describe how your system utilizes wireless technology including Radio Frequency Identifier (RFID)
- Does your system have the ability to upload access management data from a 3rd party system
- Barcodes are nullified when tickets are reprinted, returned or voided

#### L. Documentation and Support

**System support, service and on-site training are vital. Provide a detailed description of how you are able to meet these needs during implementation of your system and ability to meet these needs beyond the implementation phase.**

- Initial Training on software
- Additional training offered
- New Management Hire training
- Software Upgrade notifications
- Disaster Recovery support and training
- Business hours response and support from client services and technical support
- After hours support
- Mission Critical response
- Provide support during localized system outages
- Documentation is regularly updated and distributed as updates/upgrades and new releases occur.
- Online Help files with complete how-to and troubleshooting instructions.
- Online training classes

#### M. Interface/Platform

**Please provide a narrative as to how your system is able to support the following items:**

- Web Browser independent
- Designed for use in a distributed environment
- Capable of supporting external portable devices (e.g. handheld/smart phone).
- Operate in a Microsoft based environment
- Incremental growth path to permit expansion, as needed.
- No restrictions on web based/cloud storage capacities
- Minimal customization of products required

- Any customization and developed interfaces will be supported in all upgrade/updates and new releases
- Microsoft SQL Server 2008 or 2015
- Consistent user interface; e.g. screen layouts, keyboard functions, and navigation.
- GUI interface (e.g. windows, icons, mouse, pull-down menus) consistent with Common User Access (CUA) or similar standard
- Data (decimals, dates) entered, stored and displayed consistently.
- Provided formatting options for dates (e.g. DD/MM/YY, MM/DD/YY, YY/MM/DD)
- Provides formatting options for currency (i.e. amounts formatted with commas or spaces).
- Menus provide clear and intuitive access to all applications and functionality.
- Menus can be customized by job function.
- Quick paths provided from one function to another without using menus.
- On-line Help provided
- Features to assist in locating function or features, description of how each function works, descriptions of fields, their contents and acceptable formats.
- Context sensitive help provided (e.g. F1 from any window field.)
- Minimal effort required to escape from incorrect selection or system error.
- Provides on-line look-ups of key field information (i.e. customer by ID or name).
- Provides on-line look-ups on partial keys (e.g. part of a customer name).
- Numeric entries automatically signed where possible (i.e. credit displays as negative).
- Minimum two levels of error messages provided: error and warning
- Descriptions of error messages are clearly and easily understandable in non-technical terms.

#### **N. Additional**

**Please provide additional information regarding your system that would assist us in the selection.**

#### **IV. Functional Specifications of the Proposed Ticketing Software**

Through this RFP, the City intends to accomplish the acquisition, installation and implementation of a commercially available and proven ticketing software. The City requires that a single vendor, or systems integrator, propose the solution including the acquisition, installation, and implementation of ticketing software itself. Subcontractors may be used for portions of the project, and it is required that the selected vendor, or systems integrator, and any subcontractors will provide complete and comprehensive system implementation services, including data conversion, installation, training, software modification, custom development, support, and maintenance as required.

##### **A. Required Functional Specifications**

- The City is looking for fully functioning web-based ticketing software for the management, sales and reconciliation of ticketed events, class registration, daily admissions, donations and other paid events at multiple venues managed by the City of Wichita's Division of Arts and Cultural Services.
- Ticketing software will provide series abilities to manage, maintain, renew and sell series tickets across multiple seasons online and in person per criteria evaluation.
- Software must be able to run daily reports, event and client specific reports, custom reports and all other necessary reports per criteria evaluation. Promoters must have secure access to online sales report information.

##### **B. Value Added Service and Options of the Ticketing Software**

- Required
  - Migration Plan
  - Communication Plan
  - Training and Acceptance Plan
  - Data Conversion Services
  - Maintenance and Support for Interfaces to external systems or organizations
  - System Interfaces particularly with finance software
- Desired
  - Maintenance and Support for Interfaces to external systems or organizations
  - Application Hosting/ASP (Application Service Provider)

##### **C. Minimum Performance Standards of the Ticketing Software**

The City requires the proposed solution to meet the following minimum performance standards:

- System response time - 2 seconds or less, 98% of the time, no operations to exceed 3 seconds
- Online storage - store selected data files indefinitely as well as undertaking automated and manual purge dates for other data files
- Availability - 99.9%

##### **D. Minimum Qualifications**

The following are minimum qualifications and licensing requirements that the Vendor shall meet in order for its proposal submittal to be eligible for evaluation. The City requires a one-page or appropriate-length document as part of your proposal response, to clearly show compliance with

these minimum qualifications. The RFP Coordinator may choose to determine minimum qualifications by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the minimum qualifications without looking at any other material. Those that are not clearly responsive to these minimum qualifications shall be rejected by the City without further consideration:

- Proposer will meet all licensing requirements that apply to its business immediately after contract award or the City will reject the Vendor.
- Experienced Staff: The proposer and sub-contractor staff assigned to the project must each have completed at least two (2) previous successful implementations for ticketing systems.
- Payments: The proposed solution must support Visa, MasterCard and electronic check (ACH) payments with the ability to accept other methods of payment (i.e. American Express and Discover)
- PABP Compliance: The Proposer must provide certification of compliance with all current Payment Application Best Practices (PABP) standards
- Certified Reseller (or Factory Authorized Reseller): The Proposer, if other than the manufacturer, shall submit with the proposal a current, dated, and signed authorization from the manufacturer that the Proposer is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to comply with this requirement may result in bid rejection. This includes the certification to license the product and offer in-house service, maintenance, technical training assistance, and warranty services, including available of spare parts and replacement units if applicable.

#### **E. Mandatory Technical Requirements**

The following are mandatory technical requirements that the Vendor must meet for the proposal to remain eligible for consideration. You must clearly show that your product or service meets these mandatory technical requirements, or your proposal will be rejected as non-responsive. The City requests a one-page or appropriate-length document as part of your proposal response, to clearly show compliance to these mandatory technical requirements. The RFP Coordinator may choose to determine mandatory technical requirements by reading that single document alone, so the submittal should be sufficiently detailed to clearly show how you meet the mandatory technical requirements without looking at any other material. Those that are not clearly responsive to these mandatory technical requirements shall be rejected by the City without further consideration:

- PCI Compliance: The Proposer must provide certification of compliance with all current Payment Card Industry (PCI) standards.
- The proposed solution must adhere to and comply with all PCI Data Security and Payment Application Data security standards (PCI DSS and PA-DSS respectively) and PIN Transaction Security (PTS) including following of all technical guidelines for Stored Payment Card Data, PCI Data Storage, and protecting Stored Payment Card Data.
- The proposed solution must be able to accept Credit/Debit Card Payments using Web API / Web Service and hosted bill payments.
- The proposed solution must provide an expanded choice of payment options for each City department to select payment processing options for types of credit cards accepted, payment channel (Web, etc.), web payment integration (API, pass-through, hosted, etc.), and convenience Fees (percentage-based or flat fee)

- The proposed solution must be able to authorize credit/debit card transactions in real time.
- The proposed solution must be able to transmit batch settlements to the bank.
- The proposer must be able to provide an independent test report stating the application is free from known security defects.

**F. Desktop requirements for the system**

- What Operating systems are supported? Windows 7/8/10?
- What browsers and versions are supported?
- Are there any program component that need to be installed?
- Are there any .net Framework components required? And if so what versions.
- Are there any Java Version restrictions?
- Will the solution run without elevated account or machine privileges?
- Is the end user required to run scripts? Please describe.
- Any other requirements not listed above?

**G. Network Requirements for the System**

- Are there any special firewall considerations (ports, protocols, application ID's) required?
- Are all sessions SSL encrypted at all times?
- Can you share the results of any Penetration testing and/or vulnerability assessments' performed against the application?
- Any other requirements not listed above?

**H. IT Department Support Activities**

- Is any data integration with existing city systems required for the day-to-day operation of the system?
- Are there any processes such as data import/export, modeling, integration or transformation that will require IT support?
- Software installations?
- Any other requirements not listed above?

**V. Costs**

**A. Introduction**

This area contains all one-time and recurring costs to the City for the proposed systems. Proposer’s price must be fixed, based on City’s requirements and include all costs for the proposed system. All costs must be provided using the following cost tables which must be filled out completely.

- Hardware
- Ancillary equipment
- System software
- RDBMS software/licenses
- Application software
- Other costs
- Optional costs
- Total cost summary

**B. Hardware Costs**

If applicable, list all hardware or equipment required, including purchase costs and annual maintenance expense. The total dollar figures from this section should agree with the hardware total in the Total Cost Summary.

Component Description	Model	Qty.	Unit Price	Total Purchase Cost	Annual Maintenance Expense
			\$	\$	\$
<b>Total Cost</b>				\$	\$

**C. Ancillary Equipment Costs**

List below the recommended ancillary equipment by major application area (cables, network equipment, UPS, etc.) needed to support the system and include the estimated costs of each. Do not include installation or freight. The total dollar figures should agree with the ancillary total in the Total Cost Summary.

Description	Unit Price	Qty.	Cost	Annual Maintenance Expense
	\$		\$	\$
<b>Total Cost</b>		\$		

**D. System Software Costs**

List all system software being proposed, including costs and annual maintenance expense. The total should agree with the system software total on the Total Cost Summary page.

Software Description	Unit Price	Cost	Annual Maintenance Expense
	\$	\$	\$
<b>Total</b>	\$	\$	\$



**F. Application Software Costs**

List all software being proposed, including total package cost customization cost, and annual maintenance expense for each application (excluding installation and freight). The total should agree with the application software total in the Total Cost Summary.

Application	Package Cost	Customization/ Modification Cost	Total Cost	Annual Maintenance Expense
	\$	\$	\$	\$
<b>Total Costs</b>	\$	\$	\$	

**G. Other Costs**

Describe and list all other costs associated with implementation of the proposed system. Costs not otherwise identified will not be accepted in a final contract. The total should agree with the other costs total in the Total Cost Summary.

<b>Item</b>	<b>Total Item Cost</b>
Installation	
Implementation	
Integration	
Temporary Interfaces	
Permanent Interfaces	
Business Process Reengineering (BPR) Services	
Training	
Travel Expenses	
Conversion	
Other (specify)	
<b>Total Other Costs</b>	\$



**I. Hourly Rates**

For any item of service that falls outside this contract, what are your hourly rates? The rates must remain fixed for the duration of the implementation period:

Hourly Rates	
Training	\$
Programming	\$
Design	\$
Installation	\$
Implementation	
Other	\$

**J. Total Costs Summary**

**One-Time Costs** - Provide a summary of all one-time costs for the proposed system. The subtotals carried forward to this page should agree with the detail schedules on the preceding pages.

Item	Cost
Hardware	\$
Ancillary Equipment	\$
System Software	\$
RDBMS Software/ Licenses (if applicable)	\$
Application Software Cost	\$
Other Costs	\$
<b>TOTAL ONE-TIME COSTS</b>	<b>\$</b>
Optional Costs	\$
<b>TOTAL COSTS</b>	<b>\$</b>

**K. Recurring Costs**

Provide a summary of all annual recurring costs for the proposed system. The subtotals carried forward to this page should agree with the detail schedules on the preceding pages.

Item	Cost
Hardware Maintenance	\$
System Software Maintenance	\$
RDBMS System Software	\$
Application Software Maintenance	\$
Other Costs	\$
TOTAL ANNUAL RECURRING COSTS (Not to exceed)	\$

**VI. Vendor Information and Checklist**

**A. Introduction**

While Section I of this RFP establishes the basic content and rules of preparation of the vendor’s response, this section specifies the format of the RFP response.

**ALL RESPONSES MUST BE SUBMITTED ON THIS FORM OR ITS COPY. FAILURE TO FULLY AND ACCURATELY COMPLETE THE REQUIRED FORMS MAY RESULT IN REJECTION OF A PROPOSAL.**

A separate Cost Proposal, Section V of this RFP, must be completed and returned in a separately sealed package. The remainder of Section IV consists of the following subsections:

- **Checklist and Vendor Services** — provides a checklist of additional materials requested to be supplied by the proposing vendor(s).
- **Vendor General Information** — provides a questionnaire to supply general information about each vendor who is a party to the proposal. A separate questionnaire should be completed for each vendor.
- **Proposal/Contract Information** — requires additional information regarding the proposal and identifies certain contractual provisions, which the City requires with the successful vendor.
- **Proposed Statement of Work** — contains forms for the prime vendor to describe the proposed statement of work for all services, including all sub-contractor services, contained in the proposal.

Additional vendor responses are required for Section V. Costs, which contains forms for the vendors to supply all costs associated with the proposal. The final pages contain a summary of one-time and recurring costs that are detailed in the remainder of the section.

**B. Checklist and Vendor Services**

**Checklist**

The following checklist has been included to ensure vendor compliance to the required RFP responses. Please indicate whether each item specified is included in your response and cross-reference to the page where the item is located.

Item	Included Y/N	Vendor Proposal Page Reference
Audited Financial Statements (Balance sheet & P&L with all supplemental notes)		
Reference List		
High-level System Architecture		
Technical Brochures		
Implementation and Training Plan/Schedule		
Migration Plan		
Resumes		
Task/Hours Schedule		
Outlines for Training Course(s)		

Section III Criteria Evaluation Vendor Response of this RFP		
Section V Costs of this RFP		

If any of the requested items are not included, please explain the reason. Proposals may be rejected if any requested item is not completed and submitted.

**Exceptions**

Please note here any exceptions taken to the RFP and/or the City’s IT Technology Agreement, Appendix A. All exceptions must be documented here regardless of whether referred to elsewhere in your proposal.

**Vendor Services**

Please indicate the company name that will furnish the product or service below.

Prime Vendor	
Systems Integrator	
System Software	
Application Software	
Maintenance (Specify)	
Training (Specify)	
Application Service Provider (ASP)	
Other	

**C. Vendor General Information**

**This section must be completed for each vendor and all subcontractors included in the proposal.**

**Vendor:**

Company Name		
Local Address		
Headquarters Address		
Company Website Address		
Contact Representative(s)		
<b>Name</b>	<b>Title</b>	<b>Telephone and Email Address</b>

**Company Information:**

How many years has the company actively provided comparable e-government systems and solutions to state and local government?

Which office will serve the City of Wichita?

How many years has the office, which will service the City, been operational?

How many employees does the company have?

Nationwide	
Personnel in State and Local Government Services	
Office serving City	
Support personnel in office serving City	
 TOTAL	 

What was the vendor's annual gross revenue and net profit as a percent of sales for the previous three (3) fiscal years?

Vendor: _____	Annual Gross	Net Profit as a Percent of Sales
Fiscal year 2015	\$	%
2014		
2013		

Provide a copy of the company's last two years' financial statements, including those of subcontractors. (Balance sheet & P&L with all supplemental notes.) Indicate attachment name/number.

Provide at least one bank reference.

Bank Name	
Contact	
Address	
Phone	

Provide Dun & Bradstreet Number.

**Instructions for Reference List:**

Provide a reference list for the five (5) sites most similar to the system proposed for the City of Wichita. Specify sites in which subcontractor applications included in this proposal are currently interfaced or integrated with the prime solution. Include the following:

- Name, Address, Contact, Title, Phone Number, and Email.
- Approx. Number of Employees/Operating Budget/ Population of Jurisdiction.
- Operational Applications (Product Name & Version Number/Install Date).
- Type of System Installed (Hardware, DBMS, OS).
- Existing interfaces with other vendor applications in this proposal (Y/N, Vendor).
- Contract Amount in total dollars for implementation of the proposed solution.
- Final actual cost for the implementation of the proposed solution.

- Scheduled Start and End Dates of the Implementation.
- Actual Start and End Dates of the Implementation.

**D. Proposal/Contract Information**

Who is the authorized negotiator for the proposer?

- Name / Title
- Company (if other than that of the proposer)
- Telephone
- E-mail Address

Confirm that your proposal will be valid at least 180 days from the date of submittal of your proposal to the City.

## **Challenges and Protests**

### **Challenges**

A challenge is defined as a written objection by any party interested in responding to either a bid or proposal (collectively referred to as solicitations), when that party wishes to have the City consider an addition, substitution or modification to the specifications stated in the outstanding solicitation.

The written challenge of the solicitation specifications must be filed with the Purchasing Manager located on the 12<sup>th</sup> Floor, Finance Department at City Hall, 455 N Main, Wichita, KS 67202, telephone number (316)268-4636, at least five (5) business days before the solicitation opening due date and time as listed on the solicitation documents. Any challenge to solicitation specifications received after the five (5) business days deadline will not be considered by the City. The Purchasing Manager will acknowledge receipt of the challenge. The written challenge is to include the name, address, email address and telephone number of the interested party, identification of the solicitation number and project title, a detailed statement of the reasons for the challenge, supporting evidence or documentation to substantiate any arguments, and the form of relief requested, e.g. the proposed addition, substitution or modification to the specifications. The Purchasing Manager will investigate the written challenge and any evidence or documentation submitted with the challenge.

In the event of a timely challenge of the solicitation specifications to the Purchasing Manager, the affected pending solicitation shall not proceed further until the challenge is resolved by Purchasing Manager decision. The Purchasing Manager will issue a written decision, which will be posted on the City's e-procurement website, <https://ep.wichita.gov>, for viewing by all interested parties. The decision rendered by the Purchasing Manager will be final.

### **Protests**

A protest is defined as a written objection to a proposed award, or the award of a contract, with the intention of receiving a remedial result. In order to be considered valid, a protest must 1) come from an actual bidder or proposer for the contract, 2) who claims to be the rightful award recipient, 3) whose economic interest may be affected substantially and directly by the award of a contract or by the failure to award a contract. Suppliers or subcontractors to a bidder or proposer cannot file a valid protest. A valid protest can only be filed by a bidder or proposer which can show that it would be awarded the contract if the protest were successful. Therefore, all conditions numbered 1 through 3 listed above in this paragraph must be met.

The written protest for bids must be filed with the Contract Compliance Officer located on the 12<sup>th</sup> Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 9:00 a.m. of the Tuesday immediately following the posting of the notice of intent to award on the City's e-procurement website at <https://ep.wichita.gov> under the bid results tab. Failure of a protestor to file a written protest related to the award of a contract prior to the 9:00 a.m., Tuesday deadline will invalidate that protest and cause it not to be considered.

The written protest for proposals must be filed with the Contract Compliance Officer located on the 12<sup>th</sup> Floor, Finance Department, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of award. Failure of a protestor to file a written protest related to the award of a contract prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

The Contract Compliance Officer will acknowledge receipt of the written protest. The written protest is to include the name, address, email address and telephone number of the protestor, identification of the

solicitation number or contract number and project title, a detailed statement of the reasons for the protest which justify the relief sought, supporting evidence or documentation to substantiate any arguments, and a concise statement of the form of relief requested (e.g. reconsideration of the offer). All the above required information must be included in the protest at its submission. Untimely protests will be returned unopened. Incomplete protests will be rejected without consideration.

In the event of a valid, timely protest, the City shall not proceed with the execution of the contract until all City administrative remedies have been exhausted or waived, or until a determination is made that a contract award is required to protect the interests of the City.

The decision of the Contract Compliance Officer, based on review of the written protest and information available from City sources, will be rendered within ten (10) business days after receipt of protest, will recite the reasons for the decision, and be provided to the protestor by email or written notification.

The protestor may seek reconsideration of the decision of the Contractor Compliance Officer in writing to the Internal Auditor located on the 13<sup>th</sup> Floor, City Manager Office, City Hall, 455 N Main, Wichita, KS prior to 5:00 p.m. on the third business days following the day of issuing an email or written notification of decision. Failure of a protestor to file a written reconsideration request related to the Contract Compliance decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered. The Internal Auditor's decision will be issued by email or written notification within ten (10) business days after receiving the written reconsideration, unless this time for a response is extended in writing and agreeable by both parties.

The Internal Auditor's decision will be final, unless the protestor seeks a hearing before the City Council, by written request filed with the City Clerk, located on the 13<sup>th</sup> Floor, City Hall, 455 N Main, Wichita, KS, prior to 5:00 p.m. on the third business day following the day of issuing an email or written notification of the Internal Auditor's decision. Failure of a protestor to file a written reconsideration request related to the Internal Auditor's decision prior to 5:00 p.m. on the third business day deadline will invalidate that protest and cause it not to be considered.

If there is timely written reconsideration request, the protestor may seek reconsideration of the decision of the Internal Auditor by means of a hearing before the City Council. This hearing shall be in aid of the City Council's legislative authority to approve contracts for goods, services and public improvements on behalf of the City, and does not imply any due process right of the protestor in an unawarded, unexecuted contract. The hearing shall be scheduled as soon as practicable according to the City Council's calendar. The hearing shall be granted only upon such facts and issues as are presented in writing to the City Clerk for submission to City Council at or before noon on the Thursday preceding the scheduled hearing. No documents or other evidence shall be accepted at the hearing. The protesting party shall have available no more than 20 minutes for presentation of argument, followed by no more than 20 minutes of argument presented by City staff. The City Council may deliberate in executive session to seek the assistance of the City Attorney, but shall deliver its decision from the bench during the City Council meeting.

If a written protest is made against any proposed award or the award of a contract that relies in part on federal funding, then the Contract Compliance Officer shall notify the Granting Authority in writing with all information regarding the protest. **A protestor must exhaust all administrative remedies with the City of Wichita before pursuing a protest with the Granting Authority.** Protestors are put on notice that according to federal regulations, certain determinations made at the local level are not subject to appeal to the Granting Authority. If a review is granted by the Granting Authority, it will be limited to:

- (1) the City of Wichita's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violations of Federal law or regulations.

The Contract Compliance Officer will provide notice to the Granting Authority Regional Office or Headquarters Office of any request for reconsideration before the Internal Auditor, and also provide notice of the decision rendered by the Internal Auditor, or any alternative resolution reached.



## RFP CONDITIONS

1. Certification 1-The Consultant hereby certifies that:

A. The Consultant has not employed or retained for a commission, percentage, brokerage, contingent fee, override or other consideration, any firm or person at any time or for any purpose, (other than a bona fide employee working solely for the above Consultant) to **solicit** or secure this Agreement.

B. The Consultant has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

C. The Consultant has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

2. Certification 2- The Consultant hereby certifies that:

No Lobbying and Influencing Federal and/or City Employees or City Council Members:

(a) No Federal or locally appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, an officer or employee or City Council member of the City of Wichita, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities" in accordance with its instruction.

3. Certification 3-The Consultant hereby certifies that:

Conflict of Interest

The Consultant certifies that no member, officer, employee, agent, or City Council member of the City of Wichita member exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The Consultant shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section. The Consultant shall use due diligence to ensure employees, Board members, family members and officers do not participate in contracts receiving funds pursuant to this agreement.

## **KANSAS OPEN RECORDS ACT**

Pursuant to the Kansas Open Records Act (K.S.A. 45-215 et seq.), all proposals received become a public record once award of the contract or agreement has been approved by the City Council. Bidders should not expect the City to seek confidentiality protection for any claimed privileged or proprietary information in the written proposal just because the material is marked "confidential" or "proprietary." For any essential information that the bidder reasonably believes can be defended as being exempt from disclosure under the Act, the informal must be capable of being separated or redacted from the balance of the proposal and should be clearly and specifically marked as confidential or proprietary. For any material so designated, the City will seek to claim confidentiality if the justification for such confidentiality is readily apparent or if the bidder requests that the City to contact the bidders for guidance before making the material public. The City cannot guarantee the confidentiality of claimed material, however.

## **SUBCONTRACTING/JOINT VENTURES**

Vendors are encouraged to consider subcontracting portions of the contract to emerging and disadvantaged businesses and women-owned businesses. A joint venture between two or more vendors is wholly acceptable if it serves the best interests of the City of Wichita. If this is done, the names of the proposed subcontracting vendors must be clearly identified in the proposal. Following an award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City of Wichita. The firm receiving the contract award will be responsible for any work of such subcontractors and sign the contract with the City of Wichita.

## **EMERGING AND DISADVANTAGED BUSINESS PARTICIPATION**

The City of Wichita encourages all bidders to include emerging and disadvantaged business participation in their proposals. Therefore, each vendor shall specifically identify the participation of emerging and disadvantaged contractors and subcontractors in the work to be performed by the vendor and shall list such emerging and disadvantaged contractors or subcontractors by name and show the dollar amount of work to be performed by each in the proposal.

## **GENERAL SPECIFICATIONS**

### **PROPOSAL FORMS**

All proposals **MUST** be submitted and signed by an officer or employee authorized to sign proposal. Any exceptions, to the specifications, terms and/or other conditions concerning the proposal, **must** be noted in the "Proposal" to be considered. The "Proposal" is to be submitted in an envelope showing a return address, the proposal number and due date. Vendors are requested to submit current literature or brochures relating to their proposal.

### **CONFLICT OF INTEREST**

The firm is required to disclose that it has no conflict of interest with regard to any officer or employee of the companies involved including the City of Wichita.

### **LICENSE**

Vendors bidding on commodities or services for the City of Wichita must be currently licensed by the City of Wichita or the State of Kansas, where applicable, before a purchase order or contract will be issued.

### **CONTRACT**

The successful vendor agrees to enter into a contract with the City, and when required, as per specifications, to furnish bond by a surety company authorized to do business in the State of Kansas.

### **EMERGING & DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION ENCOURAGEMENT**

**The City of Wichita encourages all vendors to include emerging & disadvantaged business participation in their proposals.**

### **ARBITRATION PROVISIONS**

"Notwithstanding anything to the contrary contained in these proposal documents or the contract to be awarded herein, the City shall not be subject to arbitration and any clause relating to arbitration contained in these proposal documents or in the contract to be awarded herein shall be null and void."

### **ANTITRUST LITIGATION CLAUSE**

"For good cause, and as consideration for executing a purchase order/contract, the contractor, acting therein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the City of Wichita, all rights title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the City of Wichita, Kansas, pursuant to a purchase order/contract.

### **CONSTRUCTION - PAVING PROJECTS**

On construction or paving projects, contractors **MUST** contact the City Controller's Office, City Hall, 12th Floor, 455 North Main Street for a Kansas Sales Tax Exemption Certificate **prior** to starting work. Contractors will be responsible for paying Kansas Sales Tax on any purchase for these projects made **before** the certificate is issued.

### **RESTORATION**

"Contractor shall, as a condition of final payment, restore all right-of-way and adjacent private property which has been disturbed, damaged or otherwise affected by construction to a condition equal to or better than existed prior to the commencement of construction. Such restoration shall include but not be limited to regrading and seeding of areas where grass was planted and growing prior to construction; provided, however, such regrading and seeding of lawn areas, when completed, shall be considered to be restoration of an area to a condition equal to or better than previously existing grass growth and Contractor shall have no responsibility to ensure growth of such seeded area(s). This restoration shall be considered part of the contract work and Contractor shall be responsible for the performance of such restoration work in the same manner as it is responsible for the performance of the contract work."

### **FEDERAL EXCISE TAX**

The articles specified in this proposal are for the exclusive use of the City of Wichita, Kansas. Therefore, Federal Excise Tax shall not be imposed. The City of Wichita, Kansas Federal Excise Tax Exemption Certificate Number is 48 77 0021K.

### **ESTIMATED QUANTITIES**

If estimated quantities are shown, on the "Request For Formal Proposal" form, they are used to evaluate the proposal only. The figure(s) listed is the estimated usage only and is not intended to limit or guarantee in any way, the amount the City may purchase under the purchase order/contract.

### **CITY OF WICHITA CREDIT CARD**

Presently, many City Agencies use a City of Wichita Procurement Card (Visa) in lieu of a City warrant to pay for some of its purchases. No additional charges will be allowed for using the card.

### **DELIVERY**

Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed by the Purchasing Manager to be clearly and unequivocally beyond the contractor's control, will be recognized by the City, and the contractor will be relieved of the responsibility of meeting the delivery time, as stipulated in the contract, upon contractor's filing with the Purchasing Manager a notarized just and true statement signed by a responsible official of the contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action by the Purchasing Manager.

### **AWARD**

The City, through its Purchasing Manager reserves the right to accept or reject any or all proposals and any part of parts of any proposal and to waive formalities therein to determine which is the most beneficial proposal. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal. All proposals are awarded subject to a check of the computations shown on the "Request For Proposal" form. In the event of a discrepancy in the extension(s) or total for the item(s), the unit cost shall prevail.

Vendors must guarantee proposal prices for a period of ninety (90) days after the proposal.