

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF APPROVING THE ) RESOLUTION NO. 05-3637  
RELEASE OF A REQUEST FOR PROPOSALS )  
AND AWARD OF A CONTRACT FOR THE ) Introduced by Chief Operating Officer  
PURCHASE OF A TICKETING POINT OF SALE ) Michael J. Jordan, with the concurrence of  
SYSTEM AT THE OREGON ZOO ) Council President David Bragdon

WHEREAS, Metro operates the Oregon Zoo; and,

WHEREAS, the Oregon Zoo has a point of sale system; and,

WHEREAS, the current point of sale technology is obsolete and in need of replacement; and,

WHEREAS, the Oregon Zoo wishes to release a Request for Proposals to select and enter into a contract with the most responsive vendor for a ticketing point of sale system; and,

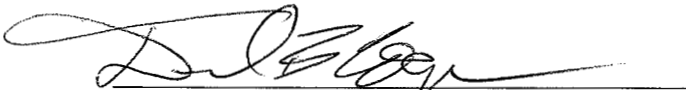
WHEREAS, Metro Code 2.04.026 states any contract for public contract for a term greater than twelve (12) months and greater than \$50,000 requires Council authorization; and,

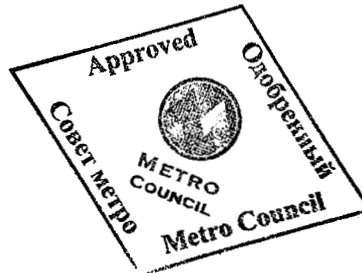
BE IT RESOLVED that the Metro Contract Review Board authorizes the Chief Operating Officer to release a Request for Proposals substantially similar to that attached as Exhibit A and execute a contract with the most responsive proposer.

ADOPTED by the Metro Council this 5<sup>th</sup> day of January, 2006.

  
\_\_\_\_\_  
David Bragdon, Council President

Approved as to Form:

  
\_\_\_\_\_  
Daniel B. Cooper, Metro Attorney



# Exhibit A

## Request for Proposals

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600 NE Grand Ave.  
Portland, OR 97232-2736  
(503) 797-1700

### REQUEST FOR PROPOSALS #06-1169-Zoo OREGON ZOO TICKETING POINT-OF-SALE SYSTEM

#### I. INTRODUCTION

The Oregon Zoo, a Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for a ticketing system.

**A Vendor Conference is scheduled for all potential vendors on Wednesday, January 18, 2006, at 1:00 p.m. in the Cascade Crest Sunset Room at the Oregon Zoo, 4001 S.W. Canyon Road, Portland, OR 97221. A site visit is planned following the meeting.**

Following the conference, proposals are due (postmarks not accepted) no later than 2:00 p.m., Tuesday, February 7, 2006 at the Oregon Zoo at 4001 SW Canyon Rd., Portland, OR 97221-2799.

Details concerning the project and proposal are contained in this document.

#### II. BACKGROUND/HISTORY OF PROJECT

##### General Admission

Oregon Zoo has annual attendance of over 1,300,000. Over 40% of attendance is from Oregon Zoo members who show a membership card in lieu of payment for ticketed admission. 11% of attendance is complimentary. Half of the complimentary attendance consists of children aged 2 and under. The remaining 48% of attendance (650,000 individuals) pay for their admission tickets.

Over 95% of Oregon Zoo attendance is general admission. We have a premium concert series that is set up as an event with a set capacity, but there is no assigned seating. Total attendance for 10 premium concerts is 35,000, representing less than 3% of total Zoo attendance.

##### Groups

Oregon Zoo offers a 20% discount when at least 20 tickets are purchased in one transaction. However, only 1% of our admissions are discounted. We do not currently have a need to service significant numbers of groups.

*School groups* (students and their chaperones) comprise 7% of our annual attendance. Over 100,000 people per year visit the Zoo as part of a school group. We are encouraging all of these visitors to purchase their tickets in advance through our web site. Currently, these web orders are keyed into our ticketing system to generate tickets that are mailed to the group or placed in will call.

There are approximately 28,000 ticketed visitors attending *catered functions* at the Zoo annually. This represents 2% of the Zoo's total attendance. With our current software we issue

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no-value bar-coded tickets to these groups in advance. The tickets are valid on the catered function date only and the group name is printed on each ticket. Ticket counts and revenue are derived from the number of tickets validated at access control points.

### **Access Control**

After purchasing tickets at our main admission gate, Zoo visitors present their admission tickets at a separate validation point. There are four staffed access control points (no turnstiles) at this location.

### **Other items sold on ticketing point-of-sale system**

In addition to admission tickets, we sell other ticket types including train, simulation theater, lecture, tour and extra exhibits (butterfly).

We also collect payment and issue receipts for the following:

Parking fees (this is a simple payment based upon the honor system)

Parking passes (off-season park and ride privileges)

Donations

Gift Certificates

Paintings

Zookeys (retail item)

School Meals (payment only; food pickup occurs at non-ticketing location)

Zoo memberships (see next section for details)

We must be able to continue offering these items and be able to add more offerings as new programs arise.

### **Zoo memberships**

The Zoo membership program is managed by the Oregon Zoo Foundation (OZF), rather than by the Oregon Zoo itself. The membership database is Blackbaud's Raiser's Edge. The OZF Database Administrator sends data electronically to Legend Data Systems, who in turn produce each membership card and mail the cards to members. We will continue to house the membership data in Raiser's Edge. Therefore, we do not need to create membership passes using our ticketing system. We are, however, very interested in creating an interface between Raiser's Edge and our new ticketing system.

With our current ticketing system Zoo ticket sellers collect payment for memberships and process manual membership applications. They register these sales in the ticketing system as a distinct category, i.e., as "memberships." The funds are subsequently transferred to OZF.

### **Invoicing**

We require payment at the time each ticket is printed. We cannot utilize an invoicing procedure within the ticketing software. We cannot accept payments of invoices through the ticketing software.

### **Other attendance/revenue gathering systems at Oregon Zoo**

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Our main food operations use Micros software and hardware. Smaller, seasonal food locations use simple stand-alone cash registers. We also process non-point of sale cash and revenue data from vending machines, donations and education program registrations, to name a few. All cash is consolidated in the Zoo's cash office using Cash Room Manager software. Attendance and revenue information is consolidated in a custom database program that produces cashier over/short reports, managerial reports and a daily accounting report that is input to Metro's PeopleSoft financial system.

### IT Network Infrastructure

The Zoo's current network infrastructure uses Ethernet 10 Base T cabling, Microsoft Windows Server 2000/2003 Active Directory, TCP/IP protocol. The Zoo's internet connection is via a 1.5 Mb point-to-point T1 line to Metro where a faster internet connection is made. The Zoo's internet connection is not redundant in any way.

### Attachment - Diagrams

Diagram A is a map of Zoo grounds showing the physical location of ticketing system components.

Diagram B is a map of our current Gateway Ticketing System.

Diagram C shows possible system integrations.

Diagram D is our vision of what the new ticketing system might look like.

As noted on the diagrams, the term "wireless" means that we are considering both wireless and wired options. In diagram D, the self-service kiosk and the internet payment service are optional components.

## III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services and to deliver the products described:

### A. GOALS

Our goals for a ticketing system include:

- Speed up admission processing so that guests do not have to wait in long lines.
- Include integrated charge card processing with the highest speed of charge card authorizations possible.
- Ensure proper payments are collected. For example, adults pay adult admission, complimentary or discounted admissions require proper authorization, and member admission requires proof of membership.
- Ensure required statistical data is collected. For example, we record the age of each admission even if an adult and youth pay the same price. We distinguish each complimentary and member admission by age even though they do not pay for tickets.
- Ensure necessary cash controls typical of any good point of sale system.
- Provide an easy to use system for ticket sellers and ticket takers.
- Obtain a robust and reliable system with minimal error messages and system freeze ups.

### B. REQUIRED HARDWARE:

#### 1. HARDWARE

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Each **POS** requires the following hardware: (generic hardware whenever possible)

- PC-processor with mouse port
- Keyboard
- Cash drawer
- Customer display that shows dollar amount of each transaction
- Receipt printer
- High speed ticket printer that...
  - issues bar-coded tickets on ticket stock
  - automatically cuts each ticket
  - is able to accommodate other ticketing types (wrist bands, etc.).
- Barcode reader to perform ticket refunds and validation at all ticket selling and taking locations
- Integrated credit card swipe

✦ **Optional:** Potential to use debit card transaction equipment (i.e. PIN number keypads, etc.).

### 2. ACCESS CONTROL HARDWARE:

- Laser barcode readers (We will want to review pricing on both wireless and wired scanners. Robustness and reliability are the critical success factors)

### 3. REPORT PRINTERS: 1 each for server and ticketing system administrator.

### C. CURRENT HARDWARE:

Our current ticketing hardware includes the following components, some of which may function with a replacement ticketing system: We would consider using those components that are 100% compatible with the new system to reduce the initial cost of installation. All items except for many of the BOCA printers were purchased in 1998.

10 Metrologic Hand held scanners MS951 (serial interface)  
 10 Epson thermal receipt printers TM-T88 129B (serial interface)  
 10 Remote customer display poles PCWS/KBWS  
 10 cash drawers 12V, DIN, small profile  
 14 BOCA ticket printers (variety of models) (parallel interface)  
 4 LS9100 bar code readers  
 4 TT5B Access Control Interface

### D. CONFIGURATION:

#### Point of Sale:

- 10 complete networked POS locations
- 1 complete backup POS for use during repairs
- 1 Ticketing System Administrator workstation. This station includes all POS components except: cash drawer, customer display, barcode reader and credit card swipe. This workstation must have a report printer.
- 1 POS at our summer-only entrance must be incorporated onto the network via phone line.

✦ **Optional:** 2 POS (cost out only) for possible future expansion

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### Access Control (Ticket Validation):

- 11 for each networked POS location (includes backup POS)
- 1 for summer-only entrance (phone line connection to network).
- 2 for validation only (train station and simulation theater)
- 4 at Main Gate validation location

### ✂ Optional: 1 Self Service kiosk

## E. SYSTEM IMPLEMENTATION:

The Zoo will provide power and network equipment and infrastructure (e.g., cables, network switches, Wireless Access Points, internet access, phone lines, and UPS).

Contractor will provide all hardware and software required to run the POS system.

Contractor must deliver and install all purchased software and equipment. At a minimum, installation service shall include the following:

- Contractor must set up and prepare all equipment for use.
- Contractor must check and test all equipment for proper operation.
- Contractor must install all software.
- Contractor shall fully coordinate its activities in the performance of the contract with those of the Metro and the Oregon Zoo.
- Contractor will be responsible for all travel plans, accommodations, etc., and expenses incurred for delivery and installation of the equipment. Reimbursement for installation will be made in accordance with the price as provided in the cost/budget section of vendor's proposal.

Contractor will need to convert from our current ticketing system (Gateway Dos version 1.11.06D) between the end of one business day and the beginning of the next business day.

### PROPOSED SCHEDULE OF EVENTS

Event	Date
RFP Released	January 9, 2006
Vendor Conference	January 18, 2006
Questions Deadline	January 31, 2006
Proposal Due	February 7, 2006
Contract Award	March 15, 2006
Go-Live Date	May 15, 2006

## F. WARRANTY:

The contractor must provide a one (1) year on-site hardware warranty (minimum) for parts and labor, without exclusions. The warranty will commence upon written acceptance of

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the equipment by Metro. Service must be provided within 4 hours of call and be available on a 7-day, 8:00 am – 10:00 pm basis. In addition to hardware, the entire system must come with a one (1) year “System Maintenance Contract” to provide maintenance and telephone support as a whole, as outlined herein.

In addition to hardware and ticketing software support, vendor is responsible for:

- Ensuring compatibility of all operating system parameters
- Providing adequate storage capacity
- Configuring all components such as memory settings, network packet size, and so on.
- Ticketing software support and upgrades.
- Telephone support for any technical issues that could be caused by compatibility or configuration problems with hardware, ticketing software, operating systems, or network capacity. Contractor is responsible for resolving these technical problems that extend beyond the hardware and software.

Zoo helpdesk will act as first line of support, for example to test/troubleshoot connectivity up to network jack. Metro IT staff can apply POS O/S and Application-level patches and upgrades working under the direction of the vendor's technical support staff. Metro IT staff can also apply Firmware on POS terminals and other peripherals.

### G. SYSTEM MAINTENANCE & SUPPORT:

After initial one-year warranty listed in "F" above, vendor must offer an additional three (3) year system maintenance contract, including ticketing hardware, software, software support and upgrades, and telephone support as specified above. This will be invoiced to the zoo on an annual basis, beginning one year after installation of the system.

Unless otherwise specified herein, the contractor shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

**NOTE: Please submit standard software and hardware maintenance agreements with your proposal. Proposals should show what levels of support are available, and their respective costs.**

### IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following experience:

A minimum of five (5) years experience with...

- Networked ticketing system software and hardware.
- Providing system maintenance services including total system troubleshooting (network, operating system, hardware and software).
- Primarily general admission, non-assigned seating at a venue serving over 1,300,000 visitors annually.
- Project management of total system implementation.

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Preference will be given to...

- Zoo or similar theme park installation.
- Experience working with client IT and accounting staff.

### V. PROPOSAL INSTRUCTIONS

#### A. Submission of Proposals

Four (4) copies of the proposal shall be furnished to Metro, addressed to:

The Oregon Zoo  
Attn. Patty Mueggler  
4001 SW Canyon Road  
Portland, OR 97221-2799

#### B. Deadline

Proposals will not be considered if received after 2:00 p.m., Tuesday, February 7, 2006.

#### C. RFP as Basis for Proposals:

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information, which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Patty Mueggler at [muegglerp@metro.dst.or.us](mailto:muegglerp@metro.dst.or.us) or (503) 220-5745. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after 5:00 p.m., Tuesday, January 31, 2006.

#### D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity.

#### E. Minority and Women-Owned Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100.

Copies of that document are available from Purchasing/Contract Office of Metro, Metro Regional Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1816.

### VI. PROPOSAL CONTENTS



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The proposal should contain written material (including biographies and brochures, which may be included in an appendix), describing the ability of the firm to perform the work requested, as outlined below. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

- A. Transmittal Letter: Indicate who will be assigned to the project, who will be project manager, and that the proposal will be valid for ninety (90) days.
- B. Approach/Project Work Plan: Describe how the work will be done within the given timeframe and budget. Include a proposed work plan and schedule.
- C. Staffing/Project Manager Designation: Identify specific personnel assigned to major project tasks, their roles in relation to the work required, percent of their time on the project, and special qualifications they may bring to the project. Include resumes of individuals proposed for this contract.

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience: Indicate how your firm meets the experience requirements listed in section IV of this RFP. On Addendum No. 2, please list projects conducted over the past five years that involved services similar to the services required here. For each of these other projects, include the name of the customer contact person, his/her title, role on the project, and telephone number. Identify persons on the proposed project team who worked on each of the other projects listed, and their respective roles.
- E. Cost/Budget: Present the proposed cost of the project, broken down as requested on Addendum No. 3. Requested expenses should also be listed.
- F. Exceptions and Comments: To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.
- G. **Addendum No. 1 - Questions and Answers**:  
In order to be considered a complete proposal, vendor must submit attached Addendum No. 1 along with other proposal materials.
- H. **Addendum No. 2 – Experience and References Vendor References**  
In order to be considered a complete proposal, vendor must submit attached Addendum No. 2 along with other proposal material.

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- I. **Addendum No. 3 – Cost Summary**  
In order to be considered a complete proposal, vendor must submit attached Addendum No. 3 along with other proposal material.

### VII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. **Limitation and Award**: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. **Billing Procedures**: Proposers are informed that the billing procedures of the selected firm are subject to the review and prior approval of Metro before reimbursement of services can occur. Contractor's invoices shall include an itemized statement of the work done during the billing period, and will not be submitted more frequently than once a month. Metro shall pay Contractor within 30 days of receipt of an approved invoice.
- C. **Validity Period and Authority**: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.
- D. **Conflict of Interest**. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.
- E. **Intergovernmental Cooperative Agreement** (Requires competitive solicitation) – Pursuant to ORS 279A and Metro procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under the terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro. Any estimated purchase volumes listed herein do not include other public agencies and Metro makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

### VIII. EVALUATION OF PROPOSALS

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- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.
  
- B. Evaluation Criteria: This section provides a description of the criteria that will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	Percentage of Total Score
Project Work Plan/Approach	
1. Functional/technical capabilities of software	40%
2. System implementation and training	10%
3. Maintenance	10%
4. Interface Capabilities	5%
 Project Staffing Experience	
1. References/Experience	10%
 Budget/Cost Proposal	
1. Projected cost/benefit of proposed work plan/approach	<u>25%</u>
	100%

### IX. NOTICE TO ALL PROPOSERS -- STANDARD AGREEMENT

The attached sample standard public agreement is a standard agreement approved for use by the Office of Metro Attorney. This is the contract the successful Proposer will enter into with Metro; it is included for your review prior to submitting a proposal.

# PROPOSAL CHECKLIST

FIRM \_\_\_\_\_  
 NAME \_\_\_\_\_  
 MAILING ADDRESS \_\_\_\_\_  
 PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

**PROPOSER REPRESENTS/CERTIFIES/ACKNOWLEDGES AS PART OF THIS OFFER THAT:**

**(PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE WITHOUT THE FOLLOWING DOCUMENTS\*)**

1. **PROPOSAL**
2. **CONFLICT OF INTEREST\***: Proposer hereby certifies that no officer, agent, or employee of Metro has participated on behalf of Metro in preparation of this bid, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, and the Bidder is competing solely in its own behalf without connection or obligation to any undisclosed person or firm.
3. **RESIDENT/NON-RESIDENT\***: Undersigned contractor states that it is a  resident or  non-resident of the state of Oregon. State in which Bidder resides: \_\_\_\_\_
4. **TYPE OF BUSINESS ORGANIZATION\***: Contractor operates as  an individual,  a corporation, incorporated under the laws of the state of \_\_\_\_\_,  a non-profit organization,  a partnership. (If partnership, attach names of the partners)
5. **OREGON LICENSE\***: If a corporation,  it is, or  is not, licensed with Oregon Corporation Commission
6. **DOING BUSINESS AS\***: Provide any assumed names utilized.
7. Proposal Response Forms including Addendum No. 1 Q&A
8. Vendor References – Addendum No. 2
9. Cost Summary – Addendum No. 3
10. Copy of standard agreements (license, implementation)
11. Sample annual maintenance agreement
12. Sample Ticketing Reports
13. Vendor-supplied materials (brochures, financial statements, other sample reports, reference letters, etc.)

NAME AND TITLE OF PERSON AUTHORIZED TO CONTRACT/SIGN OFFER (TYPE OR PRINT)

SIGNATURE OF AUTHORIZED PERSON


**ADDENDUM NO. 1  
 QUESTIONS & ANSWERS  
 OREGON ZOO  
 TICKETING POINT-OF-SALE SYSTEM**

Please mark either 'Y' if the product will perform the function listed or 'N' if it will not. If additional software modules or programming beyond your regular ticketing system are required, or if additional hardware beyond the hardware listed in our requirements is required, please describe below the question. If additional space is needed, please attach a separate sheet.

Items marked "✕" are options that may, or may not, be considered in the evaluation of the proposals received.

<b>HARDWARE:</b>	<b>Yes</b>	<b>No</b>
Does your system include all of the hardware listed in the "required hardware" section above (III-B)?		
Indicate any hardware items that you cannot provide.		
Does your complete POS terminal configuration have a wireless option, e.g., 802.11 b/g?		
Does your wireless option use encryption for secure communications?		
If so, list the types of encryption used.		
Does your software support a fully functioning phone dial up POS location that is not on the network?		
Can POS terminals be easily moved to another location on campus by qualified IT staff?		
Which of our current hardware (See Section III-E Current Hardware above) is 100% compatible with your ticketing system?		
✕ Does your system support debit card transactions?		

<b>Charge Card Processing</b>	<b>Yes</b>	<b>No</b>
Does the system integrate with a secure authorizing charge card swipe system?		
If so, is the swipe built into the POS (i.e., into the screen or keyboard) or is it a peripheral device?		
Does the system allow acceptance of all of the following cards? Visa, MasterCard, American Express, and Discover?		
Does the system support high-speed charge card authorizations via the internet?		
When the internet is unavailable for charge card authorizations, does the system have a backup authorization process via phone dial up?		
Does the system support "host" draft capture?		
Does the system support "terminal" draft capture?		
Can charge card batches for the business day be transmitted to the processor ("bank") as one batch for the entire ticketing system?		
Can the charge card batch be transmitted to the processor ("bank") by a person or is it an automated process?		
What security methods are used to protect customer information?		
Where is customer information stored? For how long?		
What customer information is accessible to the Zoo? (To look up accounts/ transactions, chargeback research)		

<b>Access Control:</b>	<b>Yes</b>	<b>No</b>
Can your system support wireless (802.11b/g) hand-held laser barcode readers operating in real time mode? (Examples: Symbol MC3000, AML M7100, Intermec CK30, PSC Falcon 4420, et. Al.)		
In a hilly outdoor environment (64 acres) is a wireless barcode reader more or less reliable than a wired barcode reader?		
Describe your attended access control system (no turnstiles).		
 <b>Self Service Kiosk - Optional</b>	<b>Yes</b>	<b>No</b>

Does the system support a self-service kiosk?		
If so, describe your self-service kiosk operation and interface to the system at large.		

<b>NETWORK, OPERATING SYSTEMS AND DATABASES:</b>	<b>Yes</b>	<b>No</b>
Can the system and POS terminal work under Windows 2000//2003/XP, Linux or Unix network operating system connected by Ethernet 10 Base cabling using TCP/IP protocol?		
What operating systems does your ticketing system use?		
Describe your database platform, e.g., what components does it consist of?		
Where do the sales journals from each point of sale reside? What files are shared files?		
Can the POS terminals operate fully in a stand-alone mode to cope with network or server failure?		
Describe what steps are required to convert temporarily to "stand alone" mode in the event of network or server failure.		
How does stand alone mode affect access control?		
Does stand alone mode create database error messages or other abnormal symptoms due to disconnect with the shared database files?		
What steps are required to resume networked operations from stand alone mode?		
<b>SYSTEM IMPLEMENTATION:</b>	<b>Yes</b>	<b>No</b>
Can vendor meet the system implementation requirements listed in Section III-E?		
Can vendor meet the deadlines in the schedule of events listed in Section III-E?		
Describe how you will convert from our current ticketing system to the new system between the end of one business day and the beginning of the next business day.		

<b>TRAINING:</b>	<b>Yes</b>	<b>No</b>
Will vendor provide initial on-site training for all user-programmable features and supervisor features of the system?		
Describe your training program.		
Are written procedures outlining system functions and processes (in electronic or hard-copy format) available to the Ticketing System Administrator for on-going reference?		
Does vendor provide an option to purchase additional programming support and training?		

<b>MAINTENANCE AND SUPPORT:</b>	<b>Yes</b>	<b>No</b>
Can vendor meet requirements for total system maintenance as outlined in Section III F & G?		
Does the system include a data backup process such that data that resides on one machine is backed up to a different machine?		
Describe what database maintenance (for example file backups or purges) is required.		
Does vendor provide a disaster recovery plan for the system?		
➤ If so, please describe the plan.		
How do you plan to meet our need for hardware service within four hours of service call?		
Describe the on-going IT (Information Technology) support required by Oregon Zoo to maintain the system at optimal performance. This entails duties beyond those of the Ticketing System Administrator (creating tickets, discounts, and events, changing prices and setting up new user passwords). Examples of IT support include adding software updates and patch processes.		



<b>FUNCTIONALITY:</b>	<b>Yes</b>	<b>No</b>
<b>General</b>		
Does the software allow us to continue to sell the following tickets/items? (For more information, see Section II – “Other items sold on Ticketing Point-of-Sale System)		
• Tickets: Admission, train, simulator, tour, lecture and exhibit (butterfly).		
• Memberships		
• Parking Fees		
• Parking Passes		
• Donations		




• Gift certificates		
• Paintings (cashier keys in different prices)		
• Zookeys (retail item)		
• School Meals (food item)		
Please explain all no responses to this question.		
Can a cashier sell retail items such as Zookeys or accept payment for school meals without our having to purchase a separate “retail” or “food” software module?		
Does the software allow the user to create access codes and barcodes that dictate ticket characteristics and validity?		
Is the system capable of printing a barcode onto a ticket?		
Does the software allow the user to custom design tickets and receipts?		
Does the software allow the user to create more than 50 different discounts?		
Can a discount be successfully applied to more than 200 tickets in one transaction?		
Does the software allow the user to design the selling screens?		
Does the regular ticketing software allow the user to assign a specific event date as a ticket’s expiration date? An event date is any future date such as 12/21/2006 that has no relationship to the current date.		
Does the regular ticketing software allow the user to have a group name print on tickets?		
Does the software allow printing of coupon-like “tickets” that have no intrinsic value at print time, but can be invoiced to customer after usage (catering tickets)?		
Does the software allow selling of events with fixed (and/or timed) seating capacity (i.e. concerts)?		
Does the system allow for tickets or items with cashiered defined prices? For example, we sell paintings that have different prices and the key “Paintings” does not have a preset price.		
Can price changes, new tickets, etc. be programmed by the Ticketing System Administrator during business hours without going into effect immediately?		
How many ticket types or items can be sold from the Ticketing Software?		
Can price changes, new tickets, etc. be programmed by the Ticketing System Administrator and scheduled to go into effect automatically at a future date and time?		
How many software upgrades have you released in the last 3 years?		

<p>Our experience is that although each requirement could be met individually, sometimes a choice must be made because two features cannot work together. Please identify which of our requirements your system cannot meet due to incompatibility with one or more other features. Examples include:</p> <ul style="list-style-type: none"> <li>• Disbursements (splitting revenue between more than one account) and access control</li> <li>• Ticket refunding and validation at an off-network location</li> <li>• Disbursements and event capacity</li> </ul>		
✧ Does the system come with a training mode that allows new users to enter transactions that will not be included in the real journals or reports?		
✧ Will the software support a prompt that is elicited from a specific ticket type? For example, selecting an adult complimentary ticket will elicit a prompt for an explanation of the complimentary admission such as "AZA Member." The prompt is not elicited from the form of payment, but from the ticket type.		

<b>Ticket Sales</b>	<b>Yes</b>	<b>No</b>
Does the software allow the Zoo to tender all of the following forms of payment: cash, check, charge card, purchase order, gift certificate, transfer voucher (internal Zoo voucher) and complimentary?		
Will the system accommodate unlimited user-defined methods of payment?		
Can the ticket seller key in demographic data such as zip code or number in party or means of transportation?		
Can any of the demographic information captured in the last question be summarized in meaningful reports generated by the system?		
Can tickets be validated at the point of sale?		
Does the software allow application of a sales tax?		
How are your selling screens arranged?		
What is the maximum number of tickets or items that can be sold from one screen?		
Each ticket we generate indicates both age and payment type of the guest. Examples		

include Adult General Admission, Youth member, and Senior Comp. In some cases we also want to capture the nature of the visit such as “school group” visit, or “concert attendance.” How do you suggest we capture this information in your ticketing system?		
Assuming that Oregon Zoo has 1000 distinct ticket types or items for sale, describe the steps required to sell 2 or more tickets/items from very distinct categories. For example, selling a train ticket and a gift certificate.		
Describe all keystrokes required to sell a ticket.		
Describe all keystrokes required to refund a ticket.		
Describe all keystrokes required to void a transaction.		
 Does the software allow for the sale of a “package” with the following features: <ul style="list-style-type: none"> <li>• Package is sold by selecting only one key on the POS.</li> <li>• One admission ticket will print and will include an admission barcode.</li> <li>• One train ticket will print and will include a train barcode.</li> </ul> The two revenue types (admission and train) will be split appropriately by the system to their respective categories (admission and train).		
 Alternatively, can the above package produce ONE ticket that includes TWO separate barcodes; one for admission and one for train?		

<b>Cash Control:</b>	<b>Yes</b>	<b>No</b>
Does the system have an electronic journal that records each transaction?		
Does each transaction on the sales journal show <b>all</b> of the following: transaction number, terminal number, cashier number, date, time, items sold, sale amount, amount tendered, change due, tender type (i.e. “cash”), charge card reference, operator action, i.e. log on, log off, and run report? If not, list those not on the sales journal.		
Does customer receipt show <b>all</b> of the following: date of transaction, time of transaction,		

transaction number, cashier number, items sold, sales location, amount due, amount tendered by tender type, and change to be given? If not, list those not on the customer receipt.		
Does system allow a “blind” cash count at shift end to ensure cashiers do not adjust cash to sales?		
Does the software allow the Zoo’s ticketing system administrator to assign passwords to system users?		
Does the system require both a sign-in code and a password for user operation?		
Does the system have the capacity for a minimum of 500 unique user sign-in codes?		
Does the system provide secure access to system options controlled by user profiles?		
Does the system have an unlimited number of user profiles that can be custom created by the Zoo’s ticketing system administrator?		
Can each shift be closed automatically at the end of day so that the cashier can count her cash away from the register location? Or, does the system require a cashier to close her shift and count her cash at the register location?		
 Can cash collections and change purchases between cashier and cash office staff be recorded on the POS system?		

<b>Reports:</b>	<b>Yes</b>	<b>No</b>
Does the system arrive with a variety of standard reports already written?		
Does the system provide an end of day report that shows total ticket quantities and their dollar value for each ticket type?		
Can the system be queried for reports during business hours without interrupting or slowing ticket sales?		
Does the system provide end of day reports by individual cashier that show quantity and dollars for each of the following: Total sales, total returns or voided sales, total number of “no sales”, itemized quantities and dollars of each ticket or item sold or returned, and quantities and dollars by transaction of each form of payment, i.e. number of cash transactions and their dollar value, number of charge card transactions and their dollar value, etc? If not, list all information not available by cashier.		
Does the system include a user-defined chart of accounts so that sales can be categorized in a meaningful way?		
Can reports display onscreen, print to a local or network printer, or be sent to a file?		
Oregon Zoo has three distinct ticket selling profit centers: Main Gate, Lower Ticket Booth (primarily train ticket sales) and Secondary Summer only gate (Washington Park Entrance). Can the software report on each profit center separately?		
Can the software combine the three profit centers referenced in the last question into one		

report?		
A report is available or can be user designed to show total ticket counts and total dollars for each ticket type for any time period. For example, a report can be run to show total adult paid admissions (counts and dollars) for any date, date range or time period in hours.		
Can reports or journals from any POS terminal on the ticketing network be viewed from any other terminal on the ticketing network?		
If a user types in a transaction number or transaction time can the system find and display that transaction in less than 30 seconds regardless of the size of the journal?		
Can attendance be determined from the number of tickets sold?		
Can attendance be determined from the number of tickets validated?		
The system's ticket validation reliability is 100%. That is, the number of tickets captured by the validation system matches the actual number of tickets presented for validation.		
If we have been selling tickets for four months for a specific event, can we query the system for the total number of tickets sold for that event and get the result in less than 5 minutes?		
A report is available, or can be user designed, that shows: <ul style="list-style-type: none"> <li>▪ how many <b>admission</b> tickets have been <b>sold</b> by the hour, half hour or quarter hour.</li> <li>▪ how many <b>train</b> tickets have been <b>sold</b> by the hour, half hour or quarter hour.</li> <li>▪ how many <b>admission</b> tickets have been <b>validated</b> by the hour, half hour or quarter hour.</li> <li>▪ how many <b>train</b> tickets have been <b>validated</b> by the hour, half hour or quarter hour.</li> <li>▪ ticket counts and total dollars for each ticket type for any time period, i.e. a report can be run to show total adult paid admissions (counts and dollars) for any date, date range or time period in hours.</li> </ul>		
Can users create custom reports from the system data using a report writer?		
If so, what is the name of the report writer?		
Can all data fields in all modules be sorted and selected for reporting purposes?		
Can the system save frequently run user-defined reports and make these reports accessible with appropriate permissions?		
✂ If a ticket seller works at multiple ticketing POS locations on a given day, is there <b>one report</b> that combines the following information for that ticket seller? Report shows quantity and dollars for each of the following: Total sales, total returns or voided sales, total number of "no sales", itemized quantities and dollars of each ticket or item sold or returned, and quantities and dollars by transaction of each form of payment, i.e. number of cash transactions and their dollar value, number of charge card transactions and their dollar value, etc.		

✦ A ticket that has been validated can still be <b>refunded</b> electronically out of the system when it is deemed that a refund is due.		
➤ If a validated ticket cannot be refunded electronically, how do you recommend that the user process manual refunds and still retain the integrity of system reports?		

<b>INTERFACE WITH OTHER APPLICATIONS:</b>	<b>Yes</b>	<b>No</b>
In the event that files need to be uploaded to the vendor for troubleshooting, is internet access available from any machine requiring such an upload?		
Are the system's databases readable and exportable via standard protocols such as SQL?		
Can the system's database files be interfaced to the PeopleSoft Financial System?		
Do you offer system integration services that could combine accounting information from your system with our Micros Food Point-of-sale system?		
✦ What other software modules does your system support, for example food service, retail or class/camp registrations?		
✦ Can your product interface with Blackbaud's Raiser's Edge?		
➤ If you <b>have not</b> built an interface specifically between your product and the Raiser's Edge, does your product have the capability to have an automated interface with fundraising/membership tracking software?		
➤ Do you currently have any customers whose ticketing system is interfaced to the Raiser's Edge? If so, please include contact information.		
✦ If you do have an interface or interface capabilities with the Raiser's Edge:		
➤ Does the interface work in real-time or is it a scheduled process?		
➤ Is the API (Application Programming Interface) required to interface with the Raiser's Edge?		
➤ Can the Raiser's Edge administrator determine some of the information/fields that are included in the interface? <i>(Ex. We want the date, amount, member name, but don't want to see if they paid for parking.)</i>		
➤ Can the Raiser's Edge administrator review and edit the data prior to it being loaded into the Raiser's Edge? <i>(Ex. 123 Easy stret is the address. Can we change it to 123 Easy street)</i>		
➤ Can the ticketing system administrator determine what information is included in the interface from the Raiser's Edge to the ticketing system? <i>(Ex. they don't want birth date.)</i>		
➤ Can the attendance data for members be stored in/transferred to the Raiser's Edge as part of the interface?		
➤ Can information from member's cards be captured by your ticketing system so that we can determine frequency of card usage?		
✦ When memberships are sold at the Gate:		

➤ Can the information be electronically sent to the Raiser's Edge?		
➤ Is the member bio and membership information entered at the Gate?		
✦ Can a Raiser's Edge generated barcode membership ID be used to look up member records in your system? (i.e. from a member's card)		
✦ Can membership information be renewed or upgraded from your ticketing software and be transferred to the Raiser's Edge?		
✦ Does a gate cashier have to be logged into the Raiser's Edge to look up member information?		
✦ Does a member with a membership card produced by Legend Data Systems also need to obtain admission tickets in order to pass through access control? If no, explain how each attendee is counted by age.		

✦ <b>INTERNET SALES (Optional):</b>	Yes	No
➤ Can a ticket buyer purchase tickets from the system using the internet?		
➤ Do customers receive confirmation that their transaction has been processed, such as by confirmation number or e-mail?		
➤ Can the end-user print tickets at their residence that will be readable by the system's validation software located at the Zoo?		
➤ Does your system allow us to limit the number of limited-capacity event tickets that can be purchased per person?		
➤ What security methods are used to protect customer information?		
➤ Where is customer information stored? For how long?		
➤ What customer information is accessible to the Zoo? (To look up accounts/ transactions, chargeback research)		

## ADDENDUM NO. 2 EXPERIENCE AND REFERENCES VENDOR REFERENCES

1. Provide the following information for at least three references where the proposed system is installed and in use at major tourist attractions or similar venues. Additional references are welcome.

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	

Project Name & Location:	
Company Name:	
Street Address:	
City, State, Zip:	
Contact Name & Title Role on Project	
Contact Phone:	



## ADDENDUM NO. 3 COST SUMMARY

Submitted By: \_\_\_\_\_

Describe the pricing structure for the proposed system. Attach additional pages if needed.

	Wired	Wireless
Hardware, itemized:	\$	\$
Optional - Future Two POS workstations (Section III-D)	\$	\$
Optional – Stand Alone Kiosk	\$	\$

Software, itemized:	\$
Optional: Raiser's Edge Interface	\$
Optional: Internet Sales	\$

Installation	\$
Initial Training Per Scope of Work	\$
Initial One Year Warranty	\$
On-going Zoo Employee Training	\$ Hourly rate
Additional training & programming support:	\$ Hourly rate
Extended Maintenance & Support (Beyond initial One Year Warranty): 1 <sup>st</sup> Year \$ _____ 2 <sup>nd</sup> Year _____ 3 <sup>rd</sup> Year \$ _____	

Note: Please include travel and any incidental costs, if any, associated with the above fees.

# Sample Standard Public Contract

(503) 797-1700

For Public Contracts \$50,000 & Up

CONTRACT NO. \_\_\_\_\_

## PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

### ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

### ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing \_\_\_\_\_, 20\_\_\_\_ through and including \_\_\_\_\_, 20\_\_\_\_.

### ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

### ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

### ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall

not be liable for indirect, consequential damages or any other damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI  
INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **Metro, its elected officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an additional insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work

ARTICLE VII  
PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the Contractor shall pay prevailing wages and shall pay an administrative fee to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against Metro on account of any labor or material furnished. Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all contractors must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII  
ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX  
QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

ARTICLE X  
OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of Metro, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon Metro request, Contractor shall promptly provide Metro with an electronic version of all Work Products that have been produced or recorded in electronic media. Metro and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such Work Products.

A. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

1. The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
2. Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
3. Any cost and pricing data relating to the contract; and
4. Payments made to all suppliers and subcontractors.

B. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

C. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

D. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

E. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

F. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

G. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

## ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

## ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

## ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

## ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

## ARTICLE XV

COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI  
INTERGOVERNMENTAL COOPERATIVE AGREEMENT

(Requires competitive solicitation) – Pursuant to ORS 279A and Metro procurement rules, other public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s) under the terms and conditions of the resultant contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor’s obligation to Metro. Any estimated purchase volumes listed herein do not include other public agencies and Metro makes no guarantee as to their participation. Any bidder, by written notification included with their solicitation response may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. Will your company participate in Intergovernmental Cooperative Purchasing?  Yes;  No. If No, please explain on a separate sheet of paper

ARTICLE XVII  
ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

\_\_\_\_\_

METRO

By\_\_\_\_\_

By\_\_\_\_\_

Date\_\_\_\_\_

Date\_\_\_\_\_

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 05-3637 FOR THE PURPOSE OF APPROVING THE RELEASE OF A REQUEST FOR PROPOSALS AND AWARD OF A CONTRACT FOR THE PURCHASE OF A TICKETING POINT OF SALE SYSTEM AT THE OREGON ZOO

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Date: December 14, 2005

Prepared by: Cinna'Mon Williams

### BACKGROUND

The Oregon Zoo purchased an admissions point of sale system in 1998. Due to the change in technology the system is now obsolete and in need of replacement.

The new system will greatly increase the speed of the admissions process, process credit card payment at a faster rate, provide more comprehensive statistical reporting and generate fewer errors with less downtime.

### ANALYSIS/INFORMATION

- 1. Known Opposition:** There is no known opposition.
- 2. Legal Antecedents:** Metro Code 2.04.026 states any contract for public contract for a term greater than twelve (12) months and greater than \$50,000 requires Council authorization.
- 3. Anticipated Effects:** The release of a request for proposals will result in a multi-year contract.
- 4. Budget Impacts:** The Oregon Zoo has budgeted for this item.

### RECOMMENDED ACTION

Authorizes the Chief Operating Officer to release a Request for Proposals substantially similar to that attached as Exhibit A and execute a contract with the most responsive proposer.