

**METROPOLITAN ENTERTAINMENT & CONVENTION AUTHORITY
REQUEST FOR PROPOSAL 18001
POS SYSTEM
MARCH 17, 2017**

PART I - INTRODUCTION

The Metropolitan Entertainment & Convention Authority (“MECA”) is requesting proposals from qualified organizations interested in performing all services necessary to provide and install a Point of Sale (“POS”) System at MECA managed facilities. These facilities currently include CenturyLink Center Omaha (“CLCO”) and TD Ameritrade Park Omaha (“TDAPO”), collectively, the “Facilities”. MECA is responsible for managing the operations of these Facilities.

The Facilities are located in downtown Omaha, NE. The CLCO facility contains more than 1,000,000 sq. ft. of space including a 194,000 sq. ft. exhibition hall, over 63,000 sq. ft. of meeting space, 42,000 sq. ft of pre-function area and up to a 18,000 seat arena. TDAPO overall is 494,397 square feet (excluding playing field) and includes a 24,500 seating bowl.

1. Anticipated RFP Schedule

This Request for Proposal (RFP) and the guidelines set forth for responses hereto are intended to provide MECA with significant substantive information early in the negotiating process so that final agreement can be reached quickly. MECA has therefore established the following schedule:

RFP Issued	March 17, 2017
* MANDATORY Pre-bid Conference Call	March 22, 2017, 2:00 pm
Final Questions	March 24, 2017, 2:00 pm
Due/Public Opening (time)	March 30, 2017, 11:00 am
Post-bid Interviews, if necessary (all times are central standard time)	April 13, 2017

* This is a mandatory pre-bid conference call. All Bidders who may wish to provide a Proposal must participate. Bidders must notify MECA at kkuennen@omahameca.com of their intention to attend this meeting no later than noon on March 22, 2017.

2. Bidder Inquiries

All inquiries regarding this RFP must be made in writing and emailed to kkuennen@omahameca.com. Oral explanations or answers shall not be valid. Revisions, clarifications, and/or additional information will be issued to all Bidders in the form of an RFP addendum. All or any RFP addenda issued to the Bidders prior to the bid due date shall become a part of the bidding documents and the cost of such work shall be included in the bids.

3. Delivery of Proposals

Two printed copies and one electronic copy of proposals must be submitted and signed by an officer of the company, and delivered before the time set forth in Section 1 to MECA's offices:

MECA
Attn: Kris Kuennen
RE: POS Proposal
455 North 10th Street
Omaha, NE 68102

All proposals received will be publicly opened at MECA's offices at the time set forth in Section 1. Bidders may attend, however attendance is not required. MECA reserves the right to accept or reject late proposals or to extend the time for response for one or more respondents.

4. Criteria for Evaluation of Proposals

4.1 Evaluation of Compliance with RFP Guidelines

Each proposal received will be evaluated to determine whether it generally supplies the information requested in this RFP. MECA may (at its sole discretion) disqualify any proposal, which it deems non-compliant. All proposals shall be valid for acceptance for a period of ninety (90) calendar days.

4.2 Evaluation of Proposals

Proposals will be evaluated based on the following criteria: (a) the company profile, background, experience, and references of the proposing party; (b) service and support; (c) ability to agree to the requested contractual terms and conditions; and (d) financial considerations. Other criteria may be considered by MECA based on the nature of the proposals received.

4.3 Selection of Respondents

Based on the foregoing criteria, MECA will select one or more entities for further negotiations. It is possible that based on the responses, MECA will elect to negotiate with more than one respondent. In such event, all selected entities will be informed that others have also been selected for negotiation, although MECA reserves the right to not disclose the identity of the other selected respondents.

MECA will notify the successful Bidder of the acceptance of its proposal. Such notice will be sent to the name and email address of the bidder as stated in its proposal.

4.4 Reservations

MECA reserves the unqualified right to reject any or all proposals, extend the time for receipt of proposals from all Bidders, waive defects or technicalities, correct discrepancies, advertise for new proposals, or to take any other action that MECA determines, at its sole discretion, to be in its best interest. MECA reserves the right to award the contract to other than the low bidder. Any such determinations or actions may be made without notice. All costs of preparation and submission of a proposal shall be at the risk and expense of the respondent. MECA shall have no liability in connection with a proposal or any respondent.

4.5 Proposals

All bids and proposals submitted by the various Bidders for this work become the property of MECA. Neither MECA nor the Bidders shall disclose the contents of any proposal to the other parties prior to the announcement of the award.

5. Contractual Terms and Conditions

Review and provide a detailed response whether the following contractual terms and conditions are agreeable. The Bidder's Proposal shall specifically note any requested modifications to this section, which MECA may take into consideration during the review process, at MECA's discretion.

5.1 Purchase Agreement and Payment

The successful Bidder will be required to execute a MECA Purchase Agreement prior to performing any portion of work required within the specifications of this RFP. A sample MECA Purchase Agreement is available upon request.

Payment terms will be Net 30 days from installation and acceptance by MECA unless otherwise specified by Bidder.

5.2 Insurance

The successful Bidder must provide evidence of the following types of insurance:

Commercial General Liability Insurance (including personal injury, contractual liability and products liability) and Automobile Liability coverage (owned, non-owned and hired coverages) with minimum limits of \$1,000,000 Combined Single Limit (Auto Liability), and \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate. Commercial General Liability aggregate limit will apply on a "per location" basis. The insurance must protect the Bidder and MECA from claims, which may arise from or in connection with the performance of the Bidder's services hereunder or from or out of any negligent act or omission of the Bidder, its officers, directors, agents or employees.

Workers' Compensation Insurance as required by applicable law. Policy shall be endorsed to include Waiver of Subrogation against MECA, the City of Omaha, their employees, officers and legal representatives.

Employer's Liability Insurance with minimum limits of:

\$500,000 Each Accident—Bodily Injury by Accident

\$1,000,000 Policy Limit—Bodily Injury by Disease

\$500,000 Each Employee—Bodily Injury by Disease

All such insurance required above shall be with companies and on forms acceptable to MECA and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to MECA. All insurance shall be primary and not contributory. All insurance shall be written by companies with a Best's Key Rating Guide (Property-Casualty, United States) rating of A or better and a Best's Financial Size Category of Class VI or better. Within thirty (30) days of the date

on which coverage is to be provided hereunder, Successful Bidder shall furnish to MECA certificates of insurance (or copies of policies, if required by MECA). Such certificates shall name MECA and the City of Omaha as additional insureds, and contain a waiver of subrogation, in which the insurer waives any claim or right to recover against MECA, the City of Omaha, their officers, agents or employees. The additional insured requirement does not apply to Workers' Compensation.

5.4 Indemnification

Bidder does hereby covenant and agree to indemnify, defend and hold harmless MECA, and the City of Omaha, their officers, directors, employees, agents and representatives, from and against all claims, demands, losses, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, demand or judgment for property loss or damage (including loss of use of the Facilities), and/or personal injury, including death, arising out of the products and services furnished hereunder by Bidder and Bidder's Personnel except to the extent same is caused by the negligence or reckless conduct of MECA or its employees or agents.

MECA is not responsible for any equipment, furnishings, supplies or other property or products owned by Bidder and used or stored at the Facilities, nor is it responsible for damage resulting from power failure, flood, fire, explosion or other similar causes.

The provisions requiring the furnishing of personal injury liability or property damage liability insurance shall not be construed to affect or impair the generality of the forgoing.

The successful Bidder shall represent and warrant in the contract that the components of this RFP to be purchased for the Facilities shall not violate or infringe upon any patent, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. The Bidder shall agree to defend, protect and hold harmless MECA and its related parties from and against any and all liabilities, actions, losses, awards, damages, costs, claims or expenses including reasonable attorneys' fees incurred by them as a result of any claim that the components of this RFP to be purchased for the Facilities are illegal or infringe upon any third party patent, copyright, trademark, trade secret or other intellectual or proprietary right.

5.5 RFP and Bidder's Proposal

This RFP and the Bidder's proposal thereto shall become part of any contract that may be entered into as a result of this RFP.

5.6 Warranty

The Bidder shall warrant in the contract that the components of this RFP to be purchased for the Facilities shall be new and of good and workmanlike quality and fit for the use intended. The Bidder shall further warrant that during the manufacturer's warranty period that the components will operate in accordance with the manufacturer's specifications. The manufacturer's warranty period shall be specified on the Bidder's proposal and shall begin on the date of MECA's acceptance of the installation. All other specific promises and warranties made

by Bidder in the RFP Response or bid process generally shall also be included in the final contract.

5.7 Scope, Quality of Work Guarantee

The successful Bidder shall furnish all equipment, labor, personnel, and facilities necessary to perform and complete the work.

5.8 Conduct of Personnel

No business, other than that specifically outlined in the RFP, may be conducted by personnel of the Bidder while on the premises of the Facilities.

The Bidder shall be responsible for all actions of its employees, while they are assigned to the Facilities. The employees shall at all times comply with applicable laws, ordinances, and regulations of local, state, and federal agencies, along with all regulations, policies, and procedures of MECA.

Bidder certifies and agrees that, with respect to its staff and employees who will participate in the performance of this Agreement, the Bidder shall maintain a workplace free of drugs and alcohol during the term of this contract.

If, for whatever reason, MECA determines that personnel assigned to the Facilities are unsatisfactory, the Bidder shall replace the individual immediately or as mutually agreed upon.

5.9 Sales Tax

All federal, state and local taxes, including without limitation sales, use, excise, privilege, transactional, gross receipts, ad valorem or any other transactional tax or customs and duties ("Tax" or "Taxes") paid or payable by Bidder, however designated, levied or based on amounts payable to Bidder under or in connection with the RFP have been included in the pricing set forth on Attachment A – Proposal Form as required by the relative taxing authorities.

MECA is a sales taxable entity and as such, Bidder warrants that sales tax is included in the price provided on Attachment A – Proposal Form. Notwithstanding anything in the Agreement to the contrary, the successful Bidder shall indemnify and defend MECA for any sales tax audit assessment against MECA relating to the amount of Nebraska sales tax charged under this Agreement.

As a Vendor of CLCO, any sales tax collected must be reported to the State of Nebraska on a monthly basis. A Convention Center Facility Financing Assistance Act Sales and Use Tax Information Form must be completed and filed on or before the 20th day of the month following the month of sale. Forms are available by contacting MECA's Finance Department. Vendor must also supply MECA with the Vendor's Nebraska Sales Tax Permit number on Attachment A – Proposal Form upon execution of the Agreement.

PART II - SCOPE OF PROJECT

This RFP requires a complete and fully integrated hardware and software solution for the management of a POS system for food service and merchandise sales at CLCO and

TDAPO, excluding in-suite sales. It is MECA's intention to purchase one system capable of operating each Facility separately. At times, the two Facilities will be using the POS system simultaneously.

The following attachments are included in this RFP:

Attachment A: Proposal Form

Attachment B: Basic floor plans of the Facilities that identify locations of permanent concession stands and club lounge areas.

Attachment B1: Spreadsheet with portable locations not designated on floor plans

Attachment C: Equipment List

Base Bid

The base bid shall include the design, coordination, supply, installation and testing of the complete Point-of-Sale System for both Facilities. Any areas where hardware and software can be combined for efficiencies versus having duplicate hardware and software to support a competitive budget without sacrificing redundancy and functionality is encouraged.

Bidders are required to remove existing hardware and equipment. Existing brackets, base plates, connectors, and other miscellaneous associated equipment may be utilized if possible. Cash drawers cannot be reused.

Option 1

Most of the existing grommets in the counters must be used for the new equipment. If Bidder will not use existing grommets, Bidder to provide a price and solution for filling or covering existing grommets.

Option 2

Bidder to provide a price for disposing existing equipment.

Proposals must include all pricing, including labor, hardware, software and other equipment as needed, to provide a fully integrated and turnkey system.

1. Description of Facilities

The Facilities are located within two blocks of each other and are connected via fiber in an underground conduit. Both facilities have a fiber backbone network.

TDAPO consists of the following:

- 12 Permanent Concession Stands
- 132 Points of Sale
- 4 Action Stations for Suite/Club Level
- 2 Vending Rooms
- 30 Suites (includes Press Level Suite and Street Level Suite)
- 1 Hospitality Room on Concourse Level
- 2 Suite/In-Seat/Club Lounge Pantries, with 18 in-seat handhelds
- 1 Main Commissary
- 48 Food & Beverage Portables

CLCO consists of the following:

- 13 Permanent Concession Stands with 85 Points of Sale
- 8 Bar Stations in Club Lounge
- 4 Server Stations in Club Lounge
- 32 Suites (4 Suites are Party Suites)
- 2 Bar Stations at Suite Level
- 2 Suite Pantries
- 1 In-Seat/Club Lounge Pantry with 8 Handheld Units
- 1 Main Commissary
- 82 Food & Beverage Portables
- 4 Merchandise locations with 25 points of sale

2. Hardware

Requirements

- a) The terminals should be reliable, with annual return rates over 5 years of 5% or less
- b) A range of terminals should be available such as a 10.1" touch screen user display or a 15" color LCD touch screen
- c) The terminals shall be splash proof, with a totally enclosed top surface, enabling the unit to withstand an accidental spillage without interruption of operation. Units at TDAPO are exposed to weather conditions and must withstand rain and cold temperatures
- d) The terminals shall be able to withstand regularly cleaning with industrial strength cleaning agents
- e) The terminals shall be portable and easily re-located to different areas in order to satisfy the varying demand of different events/functions/promotions etc.
- f) The terminals shall have 4 USB ports as well as a dedicated cash drawer port
- g) Terminals must be capable of displaying a continuous subtotal on both the user and customer display and displays shall be backlit
- h) The terminals must have a small footprint and be of low profile. Cash drawers in permanent stands must be mounted beneath the counter. Portable locations must have cash drawers connected to the tablet monitor, and not mounted to the counter.
- i) Terminal must be able to run wired or wireless without reconfiguration
- j) The Terminal must be multi-touch with built-in terminal and credit card processing such as MSR Swipe, Chip Reader, NFC payments (mobile wallet, etc)
- k) POS units are to be used for customer transactions and to enter inventory data including but not limited to beginning inventory, ending inventory, spoilage, gratis, and transfers.
- l) Menus and pricing must be maintained on a central database with loading to POS to occur on demand for each event with the process taking no more than five minutes for the entire POS network.
- m) POS units must be easily relocated from one stand to another simply by changing the Revenue Center on the POS terminal. There should be no requirement to reload the menu to the POS terminal.
- n) Speed Keys with assigned tendered amount (i.e. \$5, \$10, \$20, \$50). Each key or keypad must be capable of being configured for the full range of key options, remotely via a central location.
- o) POS must be able to record the receipt of payment in cash, credit card, magnetic stripe debit card and loaded tickets

- p) POS must have the capability of discounting selected sales based upon at least two percentage levels authorized in the central system or based on the use of discount cards.
- q) POS units must connect to an automatic cash drawer that opens when the sales is complete, and which prevents the cashier from making additional sales when the drawer remains open. The cash drawer MUST NOT require separate power.
- r) All sales information must be available on the central database system on demand.
- s) Each unit must have a unique device ID to identify it to the POS server.
- t) POS terminals must be able to connect to share a single receipt printer.
- u) Units must support multiple report printing of selectable reports (i.e. kitchen printing).
- v) All keys should be capable of being protected by selective access by job description or password control.
- w) In-seat handhelds should have a charging station for the actual handheld and printer (if separate). All handhelds should be enclosed within a case that has a wrist strap

Features

- a) Shall have an optional portable terminal with a receipt printer, 2D scanner and long life battery fully enclosed and integrated into the POS housing. It shall be built for durability when transporting between stations or sites
- b) Portable terminal shall be able to communicate over 802.11 a/b/g/n
- c) Shall have a low power-consumption, energy saving design
- d) POS terminals shall have no dependence on Windows or SQL client access licenses
- e) All technologies required within a venue shall be capable of being integrated in the same system and share printers, e.g. Concession Terminals, Bar Terminals, Portable Terminals, Touch Screen Terminals and Hand Held units
- f) Each terminal shall be capable of supporting the following optional peripheral devices:
 - o Data input devices such as, Magnetic Stripe Reader, Proximity Buttons, Chip Reader, NFC payments, etc.
 - o Bar Code Scanner
 - o Receipt and Journal Printer
 - o Customer Display
 - o RF Cashier or Loyalty Reader
 - o Multiple Cash Drawers
- g) The POS solution shall provide flexibility in networking options. Ethernet and Wi-Fi are required. Bidder must describe available options in their proposal.
- h) Each terminal shall be capable of full operation without loss of data, in the event of back office computer or network failure. Terminal shall be able to operate in offline mode for at least 2 consecutive events before being reconnected. Once service has returned, data shall be downloaded to the server automatically without loss of definition
- i) Each terminal shall be easily and quickly replaceable with only minor tweaks to back-office configuration.
- j) Each terminal shall have a unique device ID to identify it to the back office computer.

- k) Must have a terminal option that is capable of paging back through at least the 100 previous sales in the event of a query on a sale. This procedure must be maintained even after the sale may have been transmitted to the back office.
- l) Must have a terminal option that is capable of holding and retrieving multiple sales, so that a sale can be put on hold and another customer served in the event of a wait for a product or while a query on a sale is resolved.
- m) Must have a terminal option able to support stored table or tab charges, accessible from any terminal in the same location.
- n) Terminals must be able to share any printer in the same location and printers must be able to be quickly re-assigned from the back office in the event of a printer failure.
- o) Terminals must support multiple remote printing of selectable PLU's such as in Kitchen Printing.
- p) All keys should be capable of being protected by selective access by job role (Manager, Supervisor, Cashier, etc.) or password control.
- q) Terminals should support sales to specified Customer Accounts such as owners or VIP accounts by way of magnetic swipe or optional RF card reader. It should also have the capability to make payments to those accounts and check balances.
- r) Terminals must have the ability to change prices in the event of a magnetic swipe or optional reader for RF card presentation, based on the type of card swiped, e.g. PayPass, VIP, Member or Employee Meals.
- s) If a fixed price award is made for Employee Meals, certain products must be automatically disabled when the card is swiped to avoid expenditure on such items as alcohol.
- t) The following "cash register" key functions are the minimum requirement:
 - o Fast PLU keys and PLU entry key
 - o Fast cash keys, with assigned tendered amount e.g. \$5, \$10, \$20, \$50 & \$100, Next Dollar, Exact Dollar
 - o Miscellaneous keys, e.g. Subtotal, Clear, Hold/Recall sale.
 - o Each key or keypad must be capable of being configured for the full range of key options, remotely via the back office computer.
 - o The system shall provide a full electronic journal for each transaction, with optional data appended for time, date, terminal number, Cashier I.D. and membership number.
 - o Each PLU shall have the ability to have at least 4 price levels associated with it, and the price level shall be capable of being changed from the back office computer at user defined times
 - o Price Levels and individual price changes shall be able to be changed automatically during an event
 - o Price Levels shall be selectable by a pre-determined schedule during an event
 - o Where one of the available price levels is a member's price, for example, this price level should automatically be selected if a membership card is presented.

3. Software Requirements

- a) POS and Back Office software must provide a fully integrated solution, with no dependency on 3rd party solutions, including Loaded Tickets and Gift Cards

- b) Must provide capabilities to integrate with external web services (eg. Facility website) to offer users ability to pull up menus per concession stand, view prices, place orders and submit payment
- c) Provide credit card authorization times, from swipe to receipt print, for a POS in a live environment during the peak transaction time of an event.
- d) Complete POS system and back office shall be PA-DSS compliant, which meets PCI requirements for payment applications.
 - o Please provide the version of PA-DSS your proposed system is certified against
 - o Please provide any details of your history with PA-DSS compliance, were upgrades of hardware and / or software required?
- e) POS and Back Office software must also allow for easy integration with 3rd party solutions, including but not limited to Loaded Tickets, Gift Cards, Digital Menu Boards, Apple Pay, Android Pay, Pay Wallet, Mastercard PayPass, VISA PayWave, Google Wallet and PayPal
- f) The back office software shall be fully integrated so that sales and inventory data from Concessions, Retail, Suite Catering, Restaurants, Bars, Merchandising and In Seat Service can be contained in a single report
- g) Back office software shall include a full-featured, integrated reporting engine, with common reports on sales, inventory, stock, clerks, etc.
- h) The software must include a comprehensive vending component included in the out-of-the-box offering
- i) Event or day driven, with ability to have multiple events open concurrently
- j) Each sales transaction shall be assigned a unique transaction number to assist in audit trail.
- k) Back Office software shall support multiple security access levels based on user profiles. Security shall be structured to allow access to only certain parts of the system, but shall also be able to restrict those parts to full access or read only
- l) Credit Card software shall fully integrate with all Points of Sale and shall be available or web based DSL
- m) Ability to update the back office software or the software operating in the terminals from one central point, and in real-time
- n) Ability to assign multiple warehouses per location
- o) Ability to enter Stock at the POS terminal so that it appears directly in the stand worksheet (including Ending Counts, Employee Meals and Spoilage)
- p) Full reporting package including comprehensive physical, terminal and cash sales reporting by event type, event, date range
- q) Concessions:
 - o Full cash room facilities with entry at concession or terminal level and break down by cashier.
 - o Full reporting capability with Physical, Terminal and Cash sale variations, with the ability to drill down to full cashier audit.
 - o Search for individual transactions by terminal, sale ID, credit card, quantity or price.
 - o Ability to perform pre-event & event day stock transfers.
 - o Employee meals should be tracked by individual employee by day, month, year (amount spent, product purchased) with optional use of employee swipe card.
 - o Sales and stock should be able to be monitored real time from any manager workstation. It is preferable that monitors can be defined with

- user alerts when crucial stock lines fall below minimum levels. Alerts must be sent to purchasing and concession managers.
 - Able to support loaded tickets and loyalty programs.
 - Able to toggle on/off tips from all credit card and NCF payment types based on location. For areas that will have tips, those transactions should be able to be stored for later entry to not keep guests waiting
 - Able to track warehouse spoilage based on specific recipes
 - Can switch pricing from normal event pricing to Festival pricing based on how events and menu items are classified in the system
- r) Vending:
- Full commission setup variable by product and by vendor
 - Support multiple commission rates by product and vendor
 - Should allow first product shipment on credit
 - Full Vendor commission report by event or date range
- s) Suites
- Full reporting capability with Physical, Terminal and Cash sale variations, with the ability to drill down to full cashier audit.
 - Search for individual transactions by terminal, sale ID, credit card, quantity or price.
 - Able to enter tips for all credit card and NFC payment types. Transactions should be able to be stored for later tip entry to not keep guests waiting
 - Able to support loaded tickets and loyalty programs.
 - Can switch pricing from normal event pricing to festival pricing based on how events and menu items are classified in the system
- t) In-Seat Service
- Able to accept P2PE credit cards
 - Includes support for loyalty and loaded tickets
 - Able to track Section, Row, Seat
 - Able to enter tips for all payment types. Capability to store transactions for later tip entry by guests
 - Minimum of 5-hour battery life
- u) Club Lounge
- Full reporting capability with Physical, Terminal and Cash sale variations, with the ability to drill down to full cashier audit.
 - Search for individual transactions by terminal, sale ID, credit card, quantity or price.
 - Able to enter tips for all credit card and NFC payment types. Transactions should be able to be stored for later tip entry to not keep guests waiting
 - Able to store tabs
 - Need button to remove tax if tax exempt
 - Need house account buttons for MECA charges
 - Need to be able to apply tip by percentage
 - Manager comp button
 - Ability to combine checks/tables or split checks by item, dollar value, fraction of total check
 - Misc Food and Misc Bev buttons
 - Can switch pricing from normal event pricing to Festival pricing based on how events and menu items are classified in the system
- v) Catering
- Full reporting capability with Physical, Terminal and Cash sale variations, with the ability to drill down to full cashier audit.

- Search for individual transactions by terminal, sale ID, credit card, quantity or price.
- Able to enter tips for all credit card and NCF payment types. Transactions should be able to be stored for later tip entry to not keep guests waiting
- Minimum of 5-hour battery life
- Have pre-loaded button for drink tickets that has a cash value
- Able to store tabs
- Need button to remove tax if tax exempt
- Misc Food and Misc Bev buttons for catering add ons that are not able to be added onto their master bill

4. Installation, Coordination and Timeline

The successful Bidder must work in coordination with the Facilities' ongoing event schedules. The installation, testing and training must be complete prior to November 1, 2017.

Installation requires design, configuration, installation of equipment and associated software, knowledge transfer, testing, validation and acceptance by MECA. In order for an all-inclusive and fully functional/operational POS System, the following implementation services shall be included in Bidder's bid proposal. Bidder must clearly state if any of the following are not included

- a) Pre Installation On-Site Survey
- b) Database/Programming/Configuration
- c) Server Installation
- d) Hardware & Software Installation & Integration
- e) Handheld Setup and Testing
- f) On-Site Training-Property Expert, minimum three days on-site
- g) On-Site Training-Manager Training, minimum four days on-site
- h) On-Site Training-Cashier Training
- i) On-Site Training-Site Certification
- j) On-Site Live Support-Lead, minimum five days on-site
- k) On-Site Live Support-staff (First 3 Events at each Facility/5 resources per Event)
- l) All Travel for Implementation Services (minimum 3 trips)
- m) Post Installation On-Site Survey
- n) Database System Configuration/Testing/Cutover

5. Testing

The successful Bidder will thoroughly test the equipment before TDAPO's and CLCO's first event after installation is complete.

In addition to the pre-event testing, the successful Bidder will also be required to have a qualified technician on-site during the first three events at TDAPO and CLCO. Bidder will be required to monitor all systems. Additionally the successful Bidder will be required to have a qualified technician on-site during the first three games of the 2018 College World Series.

6. Training

The successful Bidder must provide an initial 50 hours of on-site training after acceptance of the system. An allotment of 30 hours of follow up telephone training shall

be provided. The Bidder shall be on call during the warranty/maintenance period to answer any questions MECA's representatives might have. The Bidder shall maintain time sheets verifying the total hours of training provided. MECA reserves the right to use any excess training hours, not used by the time of system completion, for future training as requested by MECA until the total number of training hours have been exhausted.

7. Warranty Agreement (Hardware)

As part of the Warranty Agreement all hardware must be warranted from failures and from defects and workmanship. The term of the Warranty Agreement is as stated in Part I.

The Warranty Agreement must meet all of the following criteria. Any deviation from any of the following criteria may disqualify the Bidder.

- a) Telephone support service must be available 24 hours a day, seven days a week, 365 days per year. If telephone support cannot resolve issue/problem, a qualified technical representative is required to be on-site within 4 hours.
- b) Bidder must be able to provide local support and service capabilities.
- c) Business hours must be Monday through Friday, 8:00 AM to 5:00 PM (CDT).
- d) The telephone number for technical support during regular business hours must be the same telephone number for after business hours.
- e) Procedures for technical support after normal business hours must be included with proposals.
- f) Parts replacement for all servers must be guaranteed within four hours from diagnosis.

8. Maintenance / Support Agreement (Software)

MECA is requesting pricing for an annual maintenance agreement for help desk and software enhancement protection which includes all upgrades, patches, etc. This agreement would commence upon the completion of the initial installation, testing and acceptance by MECA of the installation project. The term of the Software Maintenance Agreement is as stated in Part I.

The Software Maintenance Agreement must meet all of the following criteria. Any deviation from any of the following criteria may disqualify the Bidder.

- a) Telephone support service must be available 24 hours a day, seven days a week, 365 days per year. If telephone support cannot resolve issue/problem, a qualified technical representative is required to be on-site within 4 hours.
- b) Bidder must be able to provide local support and service capabilities.
- c) Business hours must be Monday through Friday, 8:00 AM to 5:00 PM (CDT).
- d) The telephone number for technical support during regular business hours must be the same telephone number for after business hours.
- e) Procedures for technical support after normal business hours must be included with proposals.
- f) Parts replacement for all servers through the Hardware Warranty Agreement must be guaranteed within four hours from diagnosis.

PART III - Information to be Supplied by Bidder

For ease of evaluation and given the fast-track that MECA desires to pursue to reach final agreement, MECA requests that each proposal submitted be organized in the following manner and incorporate the same information. Proposals must include the following information and sections:

1. Attachment A – Proposal Form

Bidders are to complete and sign Attachment A proposal form and submit as the first page of their proposal.

2. Company Information

The Bidder should provide information about the company, including the following information:

- a) Company name, address, telephone number and contact person.
- b) Company history.
- c) Five years financial documents, including Annual Income Statements and Balance Sheets.
- d) Describe company involvement in green, environment-friendly practices
- e) Any additional literature, brochures, policy statements, or other information that will assist in providing a more complete overview of the Firm's strategies and philosophy.

3. References

Bidders to supply the company name, contact name, email address, and telephone number of three references of POS installations of similar facilities. Bidders to provide a brief description of the work of the project fulfilled for each facility. References must be for projects within the last three years.

4. Subcontractors

In order that MECA may be assured that only qualified and competent subcontractors will be retained for the service, each Bidder shall submit with his/her name a list of all subcontractors that the Bidder intends to use. No change shall be made in the list of subcontractors after the receipt of proposals, unless agreed to in writing by MECA.

5. Resumes

Bidder shall provide resumes or biographies of key staff assigned to the project highlighting qualifications and experience. Provide training and certifications, if applicable.

6. Project Narrative

Bidder shall provide detailed information including overview of system, installation plan, implementation, configuration, testing, validation, training and acceptance.

7. Timeline

A timeline marking major milestones, with May 15 as date of signed agreement. Installation must be complete by November 1, 2017.

8. Detailed Pricing

Bidder shall provide detailed pricing information for the project, including unit prices on each piece of equipment. Attic stock may be adjusted by MECA prior to signing a purchase agreement, at the unit prices provided in the detailed pricing.

9. Specification Sheets

Bidder shall provide detailed specification sheets of each piece of equipment proposed.

10. Warranty/Maintenance Information

Bidders must provide detailed warranty/maintenance information, preferably warranty statements, for hardware and software.

11. Deviations from Scope of Project

Bidders shall document any and all deviations from these specifications outlined in the Scope of Project as outlined in Part II.

12. Contractual Terms and Conditions

Bidders shall review and provide a response whether the contractual terms and conditions set forth in Part 1, Section 5 are agreeable. A detailed response is required if a bidder is not agreeable to one or more of the terms and conditions set forth in Part 1, Section 5.