



***CITY OF LAREDO
FINANCE DEPARTMENT
PURCHASING DIVISION
FORMAL INVITATION FOR PROPOSAL***

**POINT OF SALE SYSTEM
FOR BASEBALL STADIUM**

PUBLIC NOTICE

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Invitation for proposals and other contract provisions, for awarding a contract for the purchase and installation of a point of sale system for the baseball stadium.

Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com

Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd. floor, Laredo, Texas 78040 until **5:00 P.M on February 28, 2012 and all proposals received will be opened and publicly acknowledged at 3:00 PM at the Office of the City Secretary on February 29, 2012.**

Proposals are to be submitted in a sealed envelope clearly marked:

**Request for Proposals: Point of Sale System – Laredo Baseball Stadium
FY12-045**

Proposals are to be mailed: City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor PO Box 579 Laredo, Texas 78042-0579	Hand Delivered: City of Laredo – City Secretary C/O Gustavo Guevara Jr. City Hall – Third Floor 1110 Houston Laredo, Texas 78040
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The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.



City of Laredo Purchasing Division

February 16, 2012

Addendum No. 1

Ref: Proposal: **Point of Sale of System - Laredo Baseball Stadium
FY12-045**

To All Interested Vendors:

Clarification of Proposal

1. The cash drawer shall not be mounted under the counter due to wood blocking being installed under the counters.
2. The vendor shall provide the cost for the server rack in their submitted proposal.
3. The sealed membrane terminal is a sufficient alternate as long as it has the large color cashier display.
4. The concessions in-seat and retail can share the same the database.
5. The "Additional Hardware/Software" shall be used in the upstairs club bar.
6. The cost of a remote order printer for handheld operation shall be included in the vendor's submitted proposal.
7. No touch screen terminal shall be used in conjunction with the in-seat service operation.
8. The successful bidder will support an estimated 6 live events.

If there are any questions concerning this addendum or the specifications, please contact me at (956)-790-1814.

Sincerely,

Enrique Aldape III
Administrative Assistant II

Acknowledgement of Addendum #1 _____
(Please sign/ date and include with bid submittals)

XC Purchasing File



City of Laredo Purchasing Division

Notice to Bidders

Notice is hereby given that the City of Laredo is now accepting sealed proposals, subject to the Terms and Conditions of this Invitation for proposals and other contract provisions, for awarding a contract for the purchase and installation of a point of sale system for the baseball stadium. Copies of the specifications may be obtained from the Finance Department – Purchasing Division, 5512 Thomas Ave., Laredo, Texas 78041 or by downloading from our website: www.cityoflaredo.com Proposals will be received at the City Secretary Office, 1110 Houston St., 3rd floor, Laredo, Texas 78040 until **5:00 P.M. on February 28, 2012** and **all proposals received will be opened and publicly acknowledged at 3:00 PM on February 29, 2012.**

Proposals are to be submitted in a sealed envelope clearly marked:

**Proposal: Point of Sale System – Laredo Baseball Stadium
FY12-045**

Proposals are to be mailed:

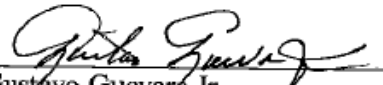
City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
PO Box 579
Laredo, Texas 78042-0579

Hand Delivered:

City of Laredo – City Secretary
C/O Gustavo Guevara Jr.
City Hall – Third Floor
1110 Houston
Laredo, Texas 78040

The City of Laredo reserves the right to reject any and all proposals, and to waive any minor irregularities.

WITNESS MY HAND AND SEAL, ON THIS 2nd DAY OF FEBRUARY 2012.


Gustavo Guevara Jr.
City Secretary

Vendor Information:

Please complete all information requested below and submit with your proposal package. Also include the conflict of interest questionnaire

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this request. By submitting this proposal the vendor agrees to the City of Laredo specifications and all terms and conditions stipulated in the proposed document".

Firm Name: _____

Signature _____ Date _____
of person authorized to sign proposal

Print Name _____
of person authorized to sign proposal

Title: _____

Business Address: _____

City, State, Zip Code: _____

Telephone Number: _____ Fax Number: _____

Contact Person Email Address: _____

Federal Tax ID Number: _____

Vendors Principal/Corporate Place of Business Address: _____

Indicated Status of Business:

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

If other state business status: _____

State how long under its present business name: _____

State if company is a certified minority business enterprise:

Historically Underutilized Business (HUB):	Yes	No	Disadvantaged Business Enterprise (DBE):	Yes	No
Small Disadvantaged Business Enterprise (SDBC)	Yes	No	Other: Please specify	_____	
This company is not a certified minority business:	<input type="checkbox"/>				

The above minority information is requested for statistical and tracking purposes only and will not influence the amount of expenditure the City will make with any given company

Special Instructions:

Effective January 1, 2006, Chapter 176 of the Texas Local Government requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Secretary not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or proposals, correspondence, or another writing related to a potential agreement with the City.

**City of Laredo
Conflict of Interest Disclosure**

A form disclosing potential conflicts of interest involving counties, cities, and other local government entities may be required to be filed after January 1, 2006, by vendors or potential vendors to local government entities. The new requirements are set forth in Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature. Companies and individuals who contract, or seek to contract, with the City of Laredo and its agents may be required to file with the **City Secretary's Office, 1110 Houston Street, Laredo, Texas 78040**, a Conflict of Interest Questionnaire that describes affiliations or business relationships with the City of Laredo officers, or certain family members or business relationships of the City of Laredo officer, with which such persons do business, or any gifts in an amount of \$250.00 or more to the listed City of Laredo officer (s) or certain family members. The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is *a* Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from <http://www.ethics.state.tx.us/whatsnew/conflict/forms.htm>.

The City of Laredo officials who come within Chapter 176 of the Local Government Code relating to filing of **Conflicts of Interest Questionnaire (Form CIQ)** includes:

- 1. Mayor**
- 2. Council Members**
- 3. City Manager**
- 4. Members of the Fire Fighters and Police Officers Civil Service Commission.**
- 5. Members of the Planning and Zoning Commission.**
- 6. Members of the Board of Adjustments**
- 7. Members of the Building Standards Board**
- 8. The Board of Commissioners of the Laredo Housing Authority**
- 9. The Executive Director of the Laredo Housing Authority**

If additional information is needed please contact Francisco Meza, Purchasing Agent at 956-790-1825

**CITY OF LAREDO
PURCHASING DIVISION**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, income, other than investment income, from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Signature of person doing business with the governmental entity

Date

TERMS AND CONDITIONS OF INVITATIONS FOR PROPOSALS

GENERAL CONDITIONS

Vendors are required to submit proposals upon the following expressed conditions:

- (a) Vendors shall thoroughly examine the specifications, schedule instructions and other contract documents. Once the award has been made, failure to read all specifications, instructions, and the contract documents, of the City shall not be cause to alter the original contract or for a vendor to requests additional compensation.
- (b) Vendors shall make all investigations necessary to thoroughly inform themselves regarding facilities and locations for delivery of materials and equipment as required by the proposal conditions. No pleas of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Vendors are advised that City contracts are subject to the all legal requirements provided for in the City Charter and/or applicable City Ordinances, State and Federal Statutes.
- (d) Governing Law: These terms shall be governed by and construed pursuant to the laws of the State of Texas without giving effect to any principles of conflict of law.

1.0 PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- (a) All information required by the proposal form shall be furnished. The vendor shall print or type the business name and manually sign the schedule.
- (b) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern
- (c) Alternate proposals will not be considered unless authorized by the invitation for proposals or any applicable addendum
- (d) Proposed delivery time must be shown and shall include Sundays and holidays
- (e) Vendors will not include Federal taxes or State of Texas limited sales tax in proposal prices since the City of Laredo is exempt from payment of such taxes. An exemption certificate will be furnished upon request.

2.0 DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Vendor is required to state exactly what they intend to furnish; otherwise vendor shall be required to furnish the items as specified.

3.0 SUBMISSION OF PROPOSALS

- (a) Proposals and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and hour of the proposal opening and the material or services proposal on shall be typed or written on the face of the envelope.
- (b) Unless otherwise noted on the Notice to Vendors cover sheet, all proposals must be submitted to the Office of the City Secretary, City Hall, 1110 Houston Street, Laredo, Texas 78040. The mailing address is Office of the City Secretary, PO. Box 579, Laredo, Texas 78042.
- (c) Proposals must be submitted on the forms furnished. Telegraphic and facsimile proposals will not be considered.
- (d) Samples, when required, must be submitted within the time specified, at no expense to the City of Laredo. If not destroyed or used up during testing, samples will be returned upon request at the vender's expense.
- (e) Proposals must be valid for a period of ninety days. An extension to hold proposal pricing for actual quantity proposals may be requested by the City.
- (f) The City shall pay no costs or other amounts incurred by any entity in responding to this RFP, or as a result of issuance of this RFP.

4.0 REJECTION OF PROPOSALS

The City may reject a proposal if:

- (a) Vendor misstates or conceals any material fact in the proposal.
- (b) Proposal does not strictly conform to the law or the requirements of the proposal.
- (c) Vendor is in arrears on existing contracts or taxes with the City of Laredo.

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- (d) If proposals are conditional. Vendor may qualify their proposal for acceptance by the City on an "ALL OR NONE" basis. An "ALL OR NONE" basis proposal must include all items in the specifications.
- (e) In the event that a Vendor is delinquent in the payment of City taxes on the day the proposals are opened, including state and local taxes, such fact shall constitute grounds for rejection of the proposal or cancellation of the contract. A vendor is considered delinquent, regardless of any contract or agreed judgments to pay such delinquent taxes.
- (f) No proposal submitted herein shall be considered unless the vendor warrants that, upon execution of a contract with the City of Laredo, vendor will not engage in employment practices such as discriminating against employees because of race, color, sex, creed, or national origin. The vendor will submit such reports as the City may therefore require assuring compliance with said practices.
- (g) The City may reject all proposals or any part of a proposal whenever it is deemed necessary.
- (h) The City may waive any minor informalities or irregularities in any proposal.

5.0 WITHDRAWAL OF PROPOSALS

Proposals may not be withdrawn after they have been publicly opened, unless approved by the City Council.

6.0 LATE PROPOSALS OR MODIFICATIONS

Proposals and modifications received after the time set for the proposal opening will not be considered. Late proposals will be returned to the vendor unopened.

7.0 CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other proposal documents or any part thereof, they may submit to the City Purchasing Agent on or before seven days prior to the scheduled opening date a request for clarification. All requests for information shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by an addendum duly issued by the Purchasing Agent. A copy of such addendum will be mailed or delivered to each vendor having receiving a set of proposal documents. The City will not be responsible for any other explanations or interpretations of the proposed proposal made or given prior to the proposal opening or award of contract.

- (a) Protest Procedures: The purpose of this procedure is to establish procedures whereby a vendor may protest specific procurement actions by the City of Laredo. The following sequence of activities must take place in filing a protest:
 - (b) To be performed by protesting vendor: Within ten (10) days prior to the time that the City Council considers the recommendation of the City's Purchasing Officer, the protesting vendor must provide written protest to the City Purchasing Officer. Such protest must include specific reasons for the protest.
 - (c) To be performed by City's Purchasing Officer: Shall review the records of procurement and determine legitimacy and procedural correctness. With five (5) working days, the City Purchasing Officer shall provide written response to the protesting vendor of the decision.
- (d) If the protesting vendor is not satisfied with the decision of the City Purchasing Officer, such protesting vendor may appeal to the City Manager of the City of Laredo. If the protesting vendor cannot resolve the issue with the City Manager, he shall be entitled to address his concerns when the City Council of the City of Laredo considers the awarding of the contract. Such appeal may be made only after exhausting all administrative procedures through the City Manager.

All protests must be duly submitted via Certified Mail to:

City of Laredo - Purchasing Agent
5512 Thomas Ave.
Laredo, Texas 78041.

8.0 VENDOR DISCOUNTS

- (a) Percent discounts within a certain period of time can be considered in making the award. The period of the discount offered should be sufficient to permit payments within such period in the regular course of business by the City of Laredo.
- (b) In connection with any discounts offered, time will be computed from the date of receipt of supplies or service or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date the check is mailed.

9.0 INTENT OF CONTRACT

(a) **ACTUAL QUANTITIES CONTRACT:**

10.0 AWARD OF CONTRACT

- (a) The contract will be awarded to the vendor who provides the best value for the city based on the evaluation factors listed in the request for proposal document, in accordance to the provisions of the State of Texas - Local Government Code.
- (b) The City reserves the right to accept any item or group of items in the proposal specifications, unless the Vendor qualifies its proposal by specific limitation. **Proof:** The vendor shall bear the burden of proof of compliance with the City of Laredo specifications.
- (c) A written award of acceptance (a duly approved purchase order or Letter of Award) furnished by the city to the successful vendor results in a binding contract without further action by either party. These Terms and Conditions shall be the basis and governing document of the binding contract.
- (d) Prices must be quoted F.O.B. Final Destination, Laredo, Texas, unless otherwise specified in the invitation to proposal. The place of delivery shall be that set forth in the purchase order.
- (e) Title & Risk of Loss: The title and risk of loss of goods shall not pass to the City of Laredo until the City actually receives and takes possession of the goods at the point or points of delivery. The terms of this agreement is "no arrival, no sale".
- (f) Delivery time and prompt payment discounts will be considered in breaking ties. In the event of a tie proposal, the successful vendor will be determined by choosing lots at the City Council meeting.
- (g) The City of Laredo shall give written notice to the contractor (supplier) if any of the following conditions exist:
 - 1. Contractor does not provide materials in compliance with specifications and/or within the time schedule specified in proposal.
 - 2. Contractor neglects or refuses to remove materials or equipment which have been rejected by the City of Laredo if found not to comply with the specifications.
 - 3. The contractor makes an unauthorized assignment for the benefit of any contractor.

Upon receiving written notification from the City that one of the above conditions has occurred, the contractor must remedy the problem within ten days, to the complete satisfaction of the City, or the contract will be immediately canceled.

11.0 INSURANCE REQUIREMENTS

When required and specified in the City of Laredo proposal specifications, the successful vendor(s) shall furnish the City with original copies of valid insurance policies herein required upon execution of the contract and shall maintain said policies in full force and effect at all times during the term of this contract.

- (a) Commercial General Liability in the name of the contractor in minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage which coverage shall include products/completed operation (\$1,000,000 products completed/operations aggregate) written on an occurrence form. Contractual liability must be maintained covering the Contractors obligation contained in the contract.
- (b) Workers' Compensation Insurance, at statutory requirements limits, including Employers' Liability coverage in a minimum limits of \$1,000,000 each occurrence each accident and \$1,000,000 disease each-occurrence and \$1,000,000 each disease aggregate.
- (c) Commercial Auto Liability insurance at minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.
- (d) The City of Laredo shall be named as an additional insured with respect to General and Auto Liability. A waiver of subrogation in favor of the City of Laredo shall be contained in the workers' compensation and all liability policies. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Laredo of any material change in the insurance coverage. All insurance policies shall be endorsed to the effect that the City of Laredo will receive at least sixty-(60) days notice prior to cancellation or non-renewal of insurance. All insurance policies, which name the City of Laredo as an additional insured must be endorsed to read as primary coverage regardless of the application of other insurance. Insurer must be rated A- or greater by AM Best Rating with an admitted carrier licensed by the Texas Department of Insurance. All liability

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policies shall contain no cross liability exclusion or insured versus insured restrictions.

12.0 CONSTRUCTION CONTRACTS: PAYMENT / PERFORMANCE BONDS Not applicable for this contract

13.0 PAYMENT & INVOICING

- (a) All invoices to the City of Laredo have a 30 day term from receipt of supplies or completion of services.
- (b) Discount terms will be computed from the date of receipt and acceptance of supplies or services. Payment shall be deemed to be made from that date.
- (c) All invoices must show the purchase order number and invoices shall be legible. Items billed on invoices should be specific as to applicable stock, manufacturer catalog or part number. All items must show unit prices. If prices are based on discounts from list, then list prices must appear on proposal schedule. All invoices shall be mailed to the Accounts Payable Office, City Hall, and PO. Box 210, Laredo, Texas 78042.

14.0 NON-COLLUSIVE AFFIDAVIT

The City may require that vendors submit a Non-Collusive Affidavit. The vendor will be required to state that the party submitting a proposal or proposal, that such proposal or proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived or agreed, directly or indirectly, with any vendor or person, to put in a sham proposal or to refrain from submitting a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other vendor, or to fix any overhead, profit or cost element of said proposal price, or of that of any other vendor or to secure any advantage against the City of Laredo or any person interested in the proposed contract; and that all statements in said proposal or proposal are true.

15.0 EL METRO TRANSIT SYSTEM AND LAREDO MUNICIPAL HOUSING CORPORATION

City contract pricing will also apply for all purchases made on behalf of Laredo Metro Inc. (El Metro) and Laredo Municipal Housing Corporation.

**Formal Invitation for Proposals
Point of Sale System**

16.0 Scope

The City of Laredo is requesting sealed proposals for the purchase and installation of a point of sale (POS) and back office solution for a minor league ballpark being constructed. The POS hardware and software system shall be capable of servicing the food and beverage concessions and a retail merchandise team store.

The minor league ballpark will serve the Laredo Lemurs of the Independent League and will be located on Sinatra Boulevard on forty (40) previously undeveloped acres near the Laredo International Airport. The approximate 4,000 seat ballpark will be surrounded by 1,000 parking spaces and a small park which will be used for outdoor festivals.

The ballpark will have approximately 3,300 general admission seats, 400 club seats, 10 suites, a party suite, picnic table seating for 150, and grass berm seating for around 1,700 spectators around the outfield walls. The 360 degree main concourse will have 21 points-of-sale over 4 concessions, restroom facilities, ticketing, and a team store.

The Club will have indoor drink rail seating for 30 with views of the game and 96 outdoor seats directly in front of the club. Another 270 lower level Club seats behind Home Plate will also have Club and Bar access. Lounge and table seating will be provided in the club for approximately 400 people

16.0 General Information

- 16.1 Vendor shall comply with all Federal, State and local laws, rules regulations, statues, ordinances and the order and decrees of any court or administrative body which may have jurisdiction over any matter relating to the vendor and their performance of the service required in this contract.
- 16.2 The payment terms for this contract shall be net 30 unless other terms have been agreed to by the City of Laredo.
- 16.3 The City of Laredo participates in the State of Texas Cooperative Purchasing program and is eligible for State of Texas Department of Information Resources (DIR) cooperative contract pricing and is a member of several cooperative purchasing programs such as BuyBoard, H-GAC, US Communities.
- 16.4 Contract vendor must be an authorized factory agent for the equipment being proposed.
- 16.5 Advertising: The vendor shall not use the award of a contract as part of any news release or commercial advertising without prior approval from the contract administrator.
- 16.6 Entire Agreement: The proposal and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposal, any addenda thereto, and the vendor's proposal are incorporated herein by reference as though set forth verbatim. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
- 16.7 Amendments: Contracts may be amended only by written amendments duly executed by the City of Laredo and the Contractor.
- 16.8 The contract vendor shall comply with all insurance requirements listed in Section 11.0.

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17.0 Award of Contract

Submission and award of contract shall be based on the "Terms and Conditions of the Invitation for Proposals" which is attached and make part of these specifications. This contract will be awarded to the offeror whose proposal is determined to be the best value to the City of Laredo considering the relative importance of price and the other evaluation factors that have been considered in accordance to the provisions of Chapters 252 and 271 of the State of Texas - Local Government Code.

In determining the *best value for* the City of Laredo the following factors will be considered:

		<u>Weighted %</u>
17.1	The reputation of the vendor; overview of company, business strategy	20%
17.2	An evaluation of the pricing/compensation:	50%
17.3	The extent to which the vendors goods meet the City's needs. The ability of the firm to meet the RFP requirements (technical specifications/ maintenance/support) in all areas	25%
17.4	Added value specifications/features/proposals that will be advantageous to the City of Laredo	5%

Rating of Definitions for 10 point Method

Points	Rating	Definition
0	Unsatisfactory	Does not satisfy criteria in specifications.
1	Very Poor to Unsatisfactory	
2	Very Poor	Meets elements of some criteria minimally.
3	Poor to Very Poor	
4	Poor	Meets some criteria at minimum acceptable level.
5	Average to Poor	
6	Average	Adequately meets most criteria.
7	Good to Average	
8	Good	Exceeds minimum criteria.
9	Very Good	Provides benefits to the entity in addition to all required criteria.
10	Excellent	Exceeds all required criteria and provides additional benefits in most areas.

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17.5 Evaluation Form (Example)

Section	Criteria	0-10 Points	Weighted %	Points x Weight
I	The reputation of the bidder; overview of company, business strategy.	10	20%	2.0
II	An evaluation of the pricing to the City of Laredo.	6	50%	3.0
III	The extent to which the bidder's goods meet the City's needs.	7	25%	1.75
IV	Added value specifications / features / proposals	8	5%	0.4
Total Raw Point				7.15
Total Raw Point x 10 (True Evaluation Points) Evaluation Score				71.5

18.0 Required Submittals

The City of Laredo will be utilizing most advantageous offer criteria to select the contract vendor. You are asked to respond to the following questions and provide concise responses to these questions. Do include boilerplate marketing brochures or informational documents with your responses.

18.1 Tab A - Overview of Company –Evaluation percentage 20%

It is City of Laredo's desire to establish a strong, lasting relationship with its suppliers. In order to demonstrate your ability to be a strategic partner, provide responses to the following information requests and questions that address your company's operations, organization, financial viability and structure.

The City of Laredo requires services from an experienced and financially stable CRS/POS System vendor or a vendor having similar capabilities. The proposal should present the highlights of the vendor's corporate resources, including total staff, organizational structure, financial stability, and details of previous experience. In addition, the proposal should present details regarding respondent's relevant experiences in the development, implementation, and operation of all CRS/POS or similar systems within the last five years.

Minimum Requirements:

Corporate resources sufficient to successfully develop, implement, operate, and manage the CRS/POS system described in this RFP.

Experience within the past five (5) years operating a CRS/POS or similar system of comparable size and complexity as defined within this RFP.

18.1.1 Provide an overview of your company. Date the firm was established and ownership model (subsidiary, partnership, public company). Number of employees, both total and broken down by division

18.1.2 Describe your company's business strategy and mission.

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- 18.1.3 Describe any significant strategic changes your company has undertaken in recent years, such as businesses acquired or divested, reorganizations or major initiatives undertaken that would benefit our relationship.
- 18.1.4 Has your company been disqualified or debarred from participating in any RFP's/Proposals in the last 5 years? If yes, please provide details.
- 18.1.5 Outline your company's proposed account management and customer service representative teams to support City of Laredo in the United States. It's expected that there will be one individual point-of-contact accountable for the entire City of Laredo relationship.
- 18.1.6 Do you outsource your customer service?
- 18.1.7 References for at least three (3) clients/projects, each to include:
Client Reference Information
Name and address of the client, the current telephone number of the client's responsible project administrator, and the current telephone number of a senior official of the client, who is familiar with the vendor's performance and who may be contacted by the State during the evaluation process.
- 18.2 TAB B - Cost Proposal – *Evaluation percentage 50%*
- 18.2.1 Include a detailed cost proposal for all proposed hardware and software. Companies may submit various options on software and hardware options.
- 18.2.2 Include a cost proposal for setup, training, and event monitoring.
- 18.2.3 Include a cost proposal for an extended warranty by hardware and software options.
- 18.3 TAB C - Vendors Goods Meeting The City's Needs – *Evaluation percentage 25%*
Provide a summary of the proposed equipment detailing any exceptions to the City of Laredo requirements. This shall include technical specifications/maintenance/support) in all areas. Indicate if there are alternate products meeting the technical specifications that would offer us superior value.
- 18.4 TAB D – Added Value Specifications/Features/Proposals - *Evaluation percentage 5%*
Added value specifications/features/proposals that will be advantageous to the City of Laredo

Additional Required Submittals:

- 1. Addendum# 1 (Page 2)**
- 2. Vendor information sheet (Page 4)**
- 3. Conflict of Interest Disclosure (Page 6)**
- 4. Please submit one original signature proposal document and four copies.**

19.0 Technical Specifications

19.1 Division of Responsibility

If you are the manufacturer of both the hardware and software please note as such in this section. If you are a dealer, distributor or third party and not the manufacturer of the goods and software please note manufacturer, product lead time for both the hardware and software. Additionally, detail your relationship with the manufacturer, note legal arrangement (contractual or not), years remaining and renewal date.

19.2 Goods and Services

Please specify all software modules and hardware platforms with name of manufacturer needed to meet the requirements of this RFP. Also, please specify the source of all implementation personnel that you intend to involve with this project.

19.3 Warranty

Please provide all warranty information with respect to the equipment, include help desk, hardware coverage for year two. Credit card support, software upgrade program, include times of coverage, normal response times and service methodology. Additionally, provide any third parties which might service the equipment and their response times for on-site arrival. Please discuss your help desk, staffing and methodology for placing a call.

19.4 Installation

Clearly define and breakdown your installation process by location or job task, include any estimated travel, and freight expenses as well. **The contract vendor will be required to have the system in place by May 1, 2012.**

19.5 Local Service & Support

Please provide description of provided on-going service & support including information on the Dedicated Account Manager who will provide support to the installation and system operations. NOTE: Direct representative of company must be able to respond to service support within 12 hours of notification, either by phone or on-site if required for problem resolution.

19.6 POS Operations & Back Office Requirements

Hardware and Software

System requirements include: Server Operating Systems and Hardware PC requirements (i.e. processor, RAM, hard drive, etc. Microsoft SQL Server is preferred for the back office database server. POS system must be run from a single central database using a single server if possible. Clusters of POS using an enterprise reporting tool are not desired. POS units are to be used for customer transactions and to enter closing data including spoilage, ending inventory, gratis, and returns.

Please specify the operating system/systems the POS terminals run on.

POS system shall use standard Ethernet Technology utilizing CAT 5/6 cabling, is IP addressable and has no special termination requirements. Note: all devices must be IP addressable. POS system must use standard client server technologies. All workstations communicate directly with the server with no workstation clients being "daisy-chained." All POS connection shall follow Ethernet rules and be done with standard jacks and standard RJ45 connectors installed by site.

Please list the additional peripheral devices that your terminals support (i.e. bar code scanners, credit card swipe devices, etc).

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Touch screen POS units shall have backlit displays and should be capable of displaying a continuous sub-total. Cashier displays must have a minimum of 11 display lines. All POS shall operate independently, capable of running and storing event data as a freestanding unit. Each unit shall function in full operation with the POS server or network down. Once connectivity is restored, all stored transactions must be transmitted to the server with 100% data integrity. Stand receipt printing in Concession Stands is by shared IP printers.

POS units are to be used for customer transactions and for opening and closing data entry for inventory counts. Concessions POS terminals not specified as touch screen shall be a Keyboard version with a minimum of 60 programmable keys.

POS terminals should be equipped with battery backups and surge protection. POS terminal keys can be preset to specific menu item and price. POS units in same stand shall have same menu, different stands may have different menus. Menu and pricing maintenance and reporting must be able to be maintained and viewed either locally or remotely with multiple concurrent users as part of core software functionality. Ability for on the fly changes with near real time update at stands.

POS units shall be able to be cleared in preparation of a new event from a central location either automatically or through a manual process.

POS units shall have a minimum of three security levels: low level for cashiers to process orders, data entry level for key entry of closing credits, and supervisory level for sales total lookups and maintenance functions.

POS units shall be easily relocated from one stand to another by simply reloading a new menu of sales items, in order to satisfy varying demands of functions and events, promotions, portable carts, and remote kiosks.

All POS terminals must have the capability to support magnetic card readers.

POS can accept a wide range of tender types and provide the ability to track and report on each. Supported tender types should include Cash, Visa, MC, and Gift Cards currently with the option to expand to different tender types.

POS units can connect to an electronic cash drawer that opens when a tender media key is pressed, and which prevents the cashier from making additional sales when the drawer remains open.

All transactions will be transferred in detail to the central database so that all inventories can be tracked in real-time and electronic journals built for all POS locations. System shall provide a full electronic journal for each transaction, with optional data appended for time, date, till number, cashier ID and membership number.

POS system and reporting can be either event or day driven. Interface capabilities shall be available in various formats such as flat file, XML, DLL provided through an open API.

All items including menu items, discounts, tenders, service charges, etc. can be configured to be accessible by specific employees or employee groups. A restricted item can be setup to require manager authorization (either via card swipe or entry of employee ID).

Software must be mature in its current operating system format, be aggressively updated and have a minimum of 5 successful references.

Software shall be fully integrated with POS application software so that sales and inventory data from concessions can be contained in a single report. Ability to update back office software in all locations from a central point.

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Credit cards should process a high-speed internet network and have the ability to store transactions or use a dial-in backup in the back office in case network connectivity is lost.

Software shall support multiple security access levels based on user profiles with domain level security desired. 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.

Vendor certifies that they are currently PCI and PA-DSS compliant. Vendor must also show plan to keep current with all new developments and requirements from credit card industry.

POS shall connect to a receipt printer, with two receipt printer required for every points of sale. Unit shall be able to share any printer in the same location and printers shall be able to be quickly reassigned in the event of a printer failure.

Touch screen terminals require stands or pedestals to elevate them off the counter space.

Describe the software's ability to manage location inventories by event.

Describe the software's reporting capabilities including account reports, event sales, audit trails. Etc.

Misc Specs:

Please indicate whether your POS solution has an integrated timekeeping system for employee hours and describe the capabilities (scheduling, multiple jobs for the same employee, reports, etc). Also indicate whether there is any additional cost of the timekeeping module.

Please indicate whether your POS solution has a purchase order subsystem and describe the capabilities. Also indicate whether there is any additional cost for the module.

It is desirable that the POS system has the ability to use an enterprise wide web-based reporting tool.

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PURCHASING DIVISION**

19.7 Equipment/Software Requirements

	Qty
<u>Concessions Point of Sales (Fixed)</u>	
Touch screen cashier display POS with integrated magnetic stripe reader, customer display, battery, and all required cables, brackets, etc.	22
Large cash drawers	22
Thermal receipt printers	12
Installation/testing/training	
In Seat Point of Sale	
Handheld POS terminal with associated software	4
Portable Bluetooth printer	4
Four slot charging/programming cradle	4
Installation/testing/training	
<u>Retail Store Operation</u>	
15" Touch POS terminal cashier display with integrated magnetic stripe reader, customer display, battery, and all required cables, brackets, etc.	2
Large cash drawers	2
Thermal receipt printers	2
Scanner Kits	2
Serial barcode printer	1
Barcode labels	
Installation/testing/training	
<u>Additional Hardware/Software</u>	
Touch screen cashier display POS with integrated magnetic stripe reader, customer display, battery, and all required cables, brackets, etc.	1
Large cash drawers	1
Thermal receipt printers	1
<u>Manager Stations</u>	
Manager work station (Pentium, dual core, 2GB ram, 160 HDD, monitor, etc	2
Manager user licenses	2
Project kickoff and system setup	
Event Monitoring	
Annual Support and maintenance	
<u>Back Office Inventory Control/Reporting</u>	
Database Server with monitor, and all required hardware	
USB 500G backup hard drive	
Venue software with licenses (21 – 40 POS)	
Credit card module for 21 – 40 POS	
Installation/testing/training	