April 1, 2024
Date

NOTICE TO PROPOSERS

We are requesting bids for the following:

Point of Sale Systems

Attached are the specifications.

Proposers shall state whether the item(s) and service(s) proposed strictly meet these specifications and if not, they shall list each variation there from.

Sealed proposals shall be delivered to the office of the Tulsa County Public Facilities Authority, Southwest Corner of the SageNet Center, 4145 East 21st Street, Tulsa, Oklahoma 74114 until 11:00 a.m. on April 24, 2024. Proposals shall be submitted in an envelope clearly labeled "POS Systems RFP".

Proposals will be opened by the TCPFA in the Expo Square Administrative Office, 4145 East 21st Street, Tulsa, Oklahoma, 74114 at 1:00 p.m. on April 24, 2024.

"Affidavit for Filing with Competitive Bid" form must be signed, notarized, and returned with bid or bid will not be accepted.

The Tulsa County Public Facilities Authority reserves the right to reject any and all proposals and waive informalities or minor irregularities in any proposal.

Respectfully yours,

Jessica Booth
Purchasing Agent

Request for Proposals
For
Point of Sale Systems

Intent: Tulsa County Public Facilities Authority (TCPFA) is requesting proposals for the purchase, installation, and maintenance of point of sale (POS) systems for utilization at the Tulsa County Fairgrounds. Vendors shall provide pricing for point of sale hardware and peripherals, back office hardware and software and for the installation, training, support and maintenance of the systems.

Statement of Work: The successful vendor shall be responsible for providing a turnkey solution as follows:

- Provide and install a complete point of sale and concessions management software solution for TCPFA. This includes hardware, software and any related peripherals.
- Provide training for staff.
- Provide support during the duration of contract as well as on site support during the Tulsa State Fair.
- Provide maintenance for the hardware. Assist in repairs and/or replacement of equipment.

Equipment: Refer to the point of sale, retail & back office specifications included in this bid packet.

- **Hardware:** TCPFA anticipates purchasing up to one hundred thirty-five (135) POS terminals of a single model or a combination of multiple models, with a minimum requirement of the attached specifications. Please see section 7 "Hardware Purchase / Lease / Rental Options" for a more detailed breakdown of the quantities needed.
- **Software:** Vendors must include back-office software necessary to operate the terminals and a robust back of house cash and concession inventory and reporting software. Any continuing software license cost should be included in the proposal. If not, cloud based, software must be able to operate on TCPFA's virtual server.
- **Warranty:** Vendors must include warranty information. This information should include coverage details and term of warranty. RFP shall include manufacturer's warranty and any additional warranty options available.
- **Vendors must state the minimum number of years hardware and software will be supported and provide any associated cost.**

Credit Card Processing: System shall allow TCPFA's choice of credit card processing.

RFP Requirements:

- RFP shall include all installation specifications and total cost for installation, hardware, software, and peripherals. Installation shall include labor, connection of the systems and any other necessary components needed to provide a fully operational POS system and implementation of the system. All travel and lodging costs shall be included in the installation prices submitted.
- RFP shall include costs for training staff. This training shall be onsite.
- Any continuing software license cost should be included in the proposal. All costs shall be detailed in the proposal response.
- RFP shall include specific manufacturer and model numbers of proposed equipment with detailed specifications and warranties.
- RFP shall include manufacturer's warranty and any warranty options available.
- Vendor shall include pricing for optional service packages for hardware and software maintenance and support after initial contract period.
- RFP shall include all credit card gateway and processing fees, except where the respondent's proposal is gateway and processor agnostic.
- Any value-added services that the vendor can provide prior to, during the installation or at the cut over should be listed as options in the proposal.

RFP Questions and Registration: Vendors are encouraged to register their participation in the RFP to stay informed of changes or addendums issued. All questions regarding this RFP must be directed to the email below. Copies of all questions and responses will be sent to all registered vendors.

Jessica Booth
TCPFA Purchasing Agent
Jessica@exposquare.com

Deadline for submitting questions is April 16, 2024, by 5:00 p.m.

Required Insurance & Bonds: Certificate of insurance, performance, maintenance, and statutory bonds are not required at the time of proposal but shall be submitted with signed contract.

- Successful vendor will be required to provide both General Liability and Worker's Compensation Insurance coverage, with limits of not less than $1,000,000/$1,000,000/$1,000,000 with excess umbrella of liability of $1,000,000 and listing TCPFA as additionally insured.

- Successful vendor will also be required to provide Maintenance, Performance and Statutory bonds.
- <u>A bid bond or check for 5% of the proposal amount **IS** required to be submitted with the proposal response</u>.

Required Agreements, Contracts, Terms and Conditions: Vendor shall include any required agreements or contracts for legal review. TCPFA's terms and conditions are listed in attachment A. Vendors shall review these terms and conditions and by submitting a proposal, agrees to these terms or shall submit alternative language.

RFP Time Line: Dates are subject to change. All registered vendors will be notified should any dates change.

Proposal Release Date	April 1, 2024
Deadline for Questions	April 16 by 5:00 p.m.
Responses to Questions	April 19 by 5:00 p.m.
Proposals Due	April 24 by 11:00 a.m.
Proposals Opened	April 25 @ 1:00
Proposal Award	May 23, 2024
Systems Installed By	July 15, 2024

Proposal Selection Criteria: Selection of apparent winning proposal will be selected based on-

1. Compliance of Proposal (30%)
   a. The vendor shall comply with all requirements, technical and otherwise, of the RFP as may be amended through Addenda during the RFP process.
2. Concessions Management System (30%)
   a. Vendor shall clearly demonstrate the capabilities of software as related to concessions and inventory management.
   b. Vendor shall clearly demonstrate the ability of the proposed hardware to operate in a Concessions/Fairgrounds environment (including temporary and outdoor locations) and provide equipment life expectancy.
3. References and Experience (10%)
   a. Vendor should provide at least three (3) industry references within the recreation and leisure food service industry (i.e. amusement park, fairgrounds, arena and/or convention center) with contact person's name, phone number and/or email address. Project details (as much as allowed) should be provided with response.

      b.   Projects should be of similar size and nature.

      c.   Vendor should include copies of all relevant corporate and individual certificates and/or competencies.

4. Cost (30%)

      a.   Vendor shall document all known cost (onetime or reoccurring) to complete the work described in the RFP.

      b.   Vendor shall provide a cost for optional service agreements and a detailed hourly cost for any ADDITIONAL assistance TCPFA may request such as but not limited to:

           i.   Installing additional hardware and software

          ii.   Troubleshooting

        iii.   Post implementation support

      c.   Any other relevant expenses

Proposal Submission: Proposal response packet to include-

- Affidavits signed and notarized –Failure to do so will result in rejection of proposal.
- Bid bond or check for 5% of the proposed amount if proposal is over $50,000- Failure to do so will result in rejection of proposal.
- Detailed specifications for the proposed system and warranty information.
- Costs detailed in the RFP Requirements section.
- Any required agreements or contracts for review.

Please provide one (1) original proposal with four (4) additional copies and an electronic version of the proposal. Proposals must be clearly marked as original and copies. Proposals should be clearly marked "POS Systems" from the outside of the envelope. Proposals must be mailed or hand delivered. All proposals must be received in the TCPFA Administrative Office no later than April 24, 2024, by 11:00 a.m. No late proposals will be permitted.

Technical Specifications: The following specification is designed to describe the features required for multi-purpose Point of Sale implementation for use in a flexible event driven environment.

1.1. Company Information

1.1.1. Briefly explain the POS provider's company history in the Recreation and Leisure Entertainment, Fairgrounds, Stadium, and Arenas industry, including acquisitions and any product changes as a result.

1.1.2. Describe the installation base of your current software and hardware solution.

1.1.3. When was and where is your oldest install of current hardware and software? How much of the original installed hardware has been replaced?

1.1.4. A minimum of 8 years installing your current software in recreational and food service environments is required.

1.1.5. Please provide details on your installation process and background for your current installers.

1.1.6. Describe the POS provider's company involvement in Green, environment-friendly practices.

2. Hardware Requirements

2.1. Physical Characteristics

2.1.1. The terminals should be reliable, with annual return rates over 5 years of 5% or less.

2.1.2. The terminals shall be resistant to common hazard in a concessions operating environment, including splashes and spillage.

2.1.3. The terminals shall be able to withstand regularly cleaning with industrial strength cleaning agents.

2.1.4. 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.

2.1.5. Terminals must be capable of displaying a continuous subtotal on both the user and customer display and displays shall be backlit.

2.1.6. Terminal must be able to run wired or wireless without reconfiguration.

2.2. Hardware Features

2.2.1. Terminal shall be able to communicate over 802.11 a/b/g/n/ac.

2.2.2. Terminals shall include, either built in or as a peripheral, a cash drawer that is driven by the POS terminal.

2.2.3. Shall have a low power-consumption, energy saving design.

2.2.4. POS terminals shall have no dependence on Windows or SQL client access licenses.

2.2.5. All technologies required within a venue shall be capable of being integrated in the same system and share printers and /or Kitchen Display Systems (KDS), e.g. Concession Terminals, Bar Terminals, Portable Terminals, Touch Screen Terminals and Handheld units

2.2.6. Each terminal shall be capable of supporting the following optional peripheral devices:

2.2.6.1. Data input devices such as, Magnetic Stripe Reader, Proximity Buttons etc.

2.2.6.2. Receipt and journal Printer

2.2.6.3. Customer display

2.2.6.4. RF Cashier or Loyalty Reader

2.2.6.5. Multiple Cash Drawers

2.2.7. The POS solution shall provide flexibility in networking options. Describe the options available with your solution.

2.2.8. 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 operate in offline mode for at least 2 consecutive events before being reconnected. Once service has returned, data shall be synced to back of house software automatically without loss of definition.

2.2.9. Each terminal shall be easily and quickly replaceable with only minor tweaks to back-office configuration.

2.2.10. Each terminal shall have a unique device ID to identify it to the back-office computer.

2.2.11. 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.

2.2.12. Terminals must be able to share any printer or KDS 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.

2.2.13. Terminals must support multiple remote printing of selectable PLU's such as in Kitchen Printing.

2.2.14. All keys should be capable of being protected by selective access by job role (Manager, Supervisor, Cashier, etc) or password control.

2.2.15. 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.

2.2.16. 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.

2.2.17. 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.

2.2.18. The following "cash register" key functions are the minimum requirement:

2.2.18.2. Fast PLU keys and PLU entry keys

2.2.18.3. Fast cash keys, with assigned tendered amount e.g. $5, $10, $20, $50 & $100, Next Dollar, Exact Dollar

2.2.18.4. Miscellaneous keys, e.g. Subtotal, Clear, Hold/Recall sale.

2.2.18.5. Each key or keypad must be capable of being configured for the full range of key options, remotely via the back-office computer.

2.2.18.6. 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.

2.2.18.7. 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

2.2.18.8.   Price Levels and individual price changes shall be able to be changed automatically during an event.

2.2.18.9.   Price Levels shall be selectable by a pre-determined schedule during an event.

2.2.18.10.   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.

2.3.   Server Requirements

2.3.1.1.   If Applicable, Vendor shall provide server options for a physical server and a locally hosted server. Locally hosted server runs on existing VMware Dell server hardware and is configured by TCPFA's internally IT staff. Vendor network access and account forms will be required to access server for software installation. Vendors shall answer the following:
- Number of servers required to run proposed system.
- Number of cores per server for each server?
- How much memory is needed per server for each server?
- Drive numbers and sizes for each server?
- Is an operating system required?
- What are the port and external IP requirements?

3. Software Requirements

3.1.   General

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

3.1.2.   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.

3.1.3.   Complete POS system and back office shall be PA-DSS compliant, which meets PCI requirements for payment applications.

3.1.3.1.   Please provide the version of PA-DSS your proposed system is certified against.

3.1.3.2.   Please provide any details of your history with PA-DSS compliance, were upgrades of hardware and / or software required?

3.1.4.   POS and Back Office software must also allow for easy integration with 3rd party solutions, including Loaded Tickets, Gift Cards, Digital Menu Boards

3.1.5.   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

3.1.6. Back-office software shall include a full-featured, integrated reporting engine, with common reports on sales, inventory, stock, clerks, etc.

3.1.7. The software must include a comprehensive vending component included in the out-of-the-box offering.

3.1.8. Event and day driven, with ability to have multiple event opens concurrently

3.1.9. Each sales transaction shall be assigned a unique transaction number to assist in audit trail.

3.1.10. Back Office software shall support multiple security access levels based 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

3.1.11. Ability to have variable stocking, transfer & selling units with additional purchasing unit definable by supplier

3.1.12. Ability to update the back office software or the software operating in the terminals from one central point, and in real-time

3.1.13. Ability to assign multiple warehouses per location

3.1.14. Ability to enter Stock at the POS terminal so that it appears directly in the stand worksheet (including Ending Counts, Employee Meals and Spoilage)

3.1.15. Full reporting package including comprehensive physical, terminal and cash sales reporting by event type, event, date range.

4. Terminal/System Capabilities

4.1. Concessions

4.1.1. Full cash room facilities with entry at concession or terminal level and break down by cashier.

4.1.2. Full reporting capability with Physical, Terminal and Cash sale variations, with the ability to drill down to full cashier audit.

4.1.3. Search for individual transactions by terminal, sale ID, credit card, quantity, or price.

4.1.4. Ability to perform pre-event & event day stock transfers.

4.1.5. Employee meals should be tracked by individual employee by day, month, year (amount spent, product purchased) with optional use of employee swipe card.

4.1.6. 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.

4.2. Vending

4.2.1. Full commission setup variable by product and by vendor

4.2.2. Support multiple commission rates by product and vendor.

4.2.3. Should allow first product shipment on credit.

4.2.4. Full Vendor commission report by event or date range

4.3. In Seat Service

4.3.1. Able to accept P2PE credit cards.

4.3.2. Able to track Section, Row, Seat

4.3.3. Able to support stored tabs

4.3.4. Able to enter tips for all payment types

4.3.5. Minimum of 5-hour battery life

5. Hardware Maintenance, Annual Support and Training

5.1. Hardware Maintenance

5.1.1. Describe your hardware maintenance options and help desk services. Describe what services are included in your annual fee and what services attract an additional cost.
5.1.2. Must have 24/7/365 Support
5.1.3. Describe hardware replacement process

5.2. Annual Support
5.2.1 Vendor shall commit to how many years, as a minimum, the hardware and software will be supported.
5.2.2 Vendor shall include information on the term of initial support and the capacity of that support.
5.2.3 Pricing options for support after the initial terms shall be included in proposal.

5.3. Training
5.3.1. Vendor shall include a cost to provide onsite training for approximately 6 people, materials and all pertinent documentation to staff on hardware and software operation at the completion time of installation.
5.3.2. Successful vendor shall provide on-site training in Tulsa from September 6, 2017 through September 20, 2017 as well as providing an on-site support person from September 26, 2017 through October 10, 2017.
5.3.3. Vendors must include a price to provide on-site support during the Tulsa State Fair each year. This price will be an optionally package and will be for a two (2) week period beginning the last week of September.
5.3.4. All travel and lodging costs must be included in the prices given.

6. Additional Questions

6.1. Software
6.1.1. Is the proposed solution cloud based, or are locally hosted servers required?
6.1.2. Describe how POS stand sheets and POS inventory tracking capabilities can be used to reconcile Sales

to inventory.

6.1.3. Does the POS allow remote, password protected access to sales and inventory data without the need for additional software installation on the remote device. If not, please describe any software required for remote access (e.g, Citrix clients, mobile apps, etc).

6.1.4. Are location inventory levels updated in real time with sales?

6.1.5. Can employee tipping options be turned on/off on a per-location basis?

6.1.6. Does the point of sale clearly articulate cash owed by individual cashiers, net of any deduction for credit card tips, without additional calculations required by cash room staff?

6.1.7. The venue regularly enlists non-profit service groups to work within concessions stands. How can the POS be used to track sales by members of these groups?

6.1.8. What hierarchies and groups can be established for locations within the point of sale? i.e. Can multiple locations be grouped together based on the building or physical space within which they are located?

6.1.9. Can the point of sale be configured to prevent sales of alcoholic beverages by specific cashiers based on specific parameters, e.g. date of birth?

6.2.   Credit Card Processing and Other Payments

6.2.1. Can the POS be configured to automatically batch and settle credit card transactions without human intervention?

6.2.2. Can the software be configured to process credit cards for multiple EINs and/or multiple merchant service accounts, based on organization, location, or some other hierarchical relationship? If so, please describe how a point of sale is assigned or reassigned to a particular merchant service account.

6.2.3. Is the software fully processor and gateway agnostic? If not, please provide any required third party vendors and include their pricing within the proposal.

6.2.4. What payment types does the POS support? (e.g., Swipe, EMV Dip, Tap to Pay, Mobile Wallets)

6.2.5. Is there any instance in which the Credit Card merchant or gateway could show a different total than the Point of Sale. If so, what would cause this error and how would this be resolved during the closing process?

6.2.6. Can discounts be configured to either include or exclude discrete items/categories of items? Locations?

7. Hardware Purchase / Lease / Rental Options

TCPFA anticipates the following hardware needs. Where possible, please include lease/rental options for additional equipment needed at peak times.

7.1.   Year Round

7.1.1. On Grounds Restaurant – 3 Points of Sales

7.1.2. Fixed Locations – 48 Points of Sale

7.1.3. Portable/Temporary locations – 14 Points of Sale

7.1.4. "Spare" Pool – 5 Points of Sale

7.2.   Tulsa State Fair Rental Units

7.2.1. Portable/Temporary locations – 60 Points of Sale

7.3.   Kitchen Printers and or Kitchen Display Systems

7.3.1. Please include in the proposal the option for 10 Kitchen Printers and/or Kitchen Display Systems.

ATTACHMENT A

TCPFA General Contract Terms

It is anticipated that the TCPFA ("Authority") will enter into an Agreement with the selected respondent ("Contractor"). Contracts entered into by the Authority include, but are not limited to, the following terms:

1. **No Indemnification, Waiver of Rights or Arbitration by Authority.** Contractor understands and acknowledges that Authority is a public trust that is funded by public funds to operate for the benefit of its County Beneficiary and citizens. Accordingly, and pursuant to Oklahoma law, Authority shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to Authority for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. Further, the Authority will not, pursuant to Oklahoma Law and public policy, waive any Constitutional rights, including the right to a jury trial. Authority reserves the right to pursue all legal and equitable remedies to which it may be entitled. Authority will not agree to binding arbitration of any disputes.

2. **Advanced Payments and Late Fees.** Contractor understands and agrees that Authority cannot be required to make advance payments or deposits, even if refundable and no fees of any kind on the Authority will be agreed to outside of the terms agreed to in the Request for Proposals.

3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless Authority and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.

4. **General Liability and Indemnification.** Contractor shall hold Authority harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Contractor agrees to indemnify and hold the Authority harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.

5. **No Confidentiality.** Contractor understands and acknowledges that Authority is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with Authority's compliance with its statutory requirements there under.

6. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S.

Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

7. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by Authority or its designees.

8. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.

9. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

10. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the Authority does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without Authority's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.

11. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

12. **Invoices and Payment** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract and payment shall be made only after products have been provided and accepted or services rendered and accepted.

    The following terms additionally apply:
    a. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
    b. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment.
    c. Payment of all fees under the Contract shall be due NET 45 days.
    d. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
    e. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

f.   Supplier shall have no right of setoff.