



Ticketing Services at the Portland Center for the Performing Arts

RFP 11-1857

**Metropolitan Exposition and
Recreation Commission**

777 NE MLK Jr Blvd
Portland, OR 97232

Project Manager

Robyn Williams
Executive Director, PCPA
robyn@pcpa.com
503-274-6565

Procurement Analyst

Julie Hoffman, CPPB
julie.hoffman@oregonmetro.gov
503-797-1648

Notice is hereby given that proposals for RFP 11-1857 for Ticketing Services at the Portland Center for the Performing Arts shall be received by Metro, 600 NE Grand Avenue, Portland OR 97232 until close of business on April 22, 2011. It is the sole responsibility of the proposer to ensure that MERC receives the Proposal by the specified date and time. All late Proposals shall be rejected. Proposers shall review all instructions and contract terms and condition.

**Request for Proposals
For
Ticketing Services at the Portland Center for the Performing Arts
Metropolitan Exposition-Recreation Commission**

Introduction

The Metropolitan Exposition-Recreation Commission (MERC), a service of Metro, is requesting proposals for automated ticketing services for the Portland Center for the Performing Arts (PCPA). Details concerning the services and proposal are contained in this document.

Background

MERC requires computerized ticketing capabilities for the commercial licensees of PCPA. MERC provides ticketing personnel and permanent ticket booths at each facility, which includes Antoinette Hatfield Hall, Arlene Schnitzer Concert Hall with 2,780 seats and Keller Auditorium with 2,980 seats. MERC seeks to identify and implement the best possible approach to ticketing on behalf of PCPA and its licensees.

Hatfield Hall includes the Newmark Theatre with 880 seats and Winningstad Theatre with 292 seats and Brunish Hall, a flexible space with 180 seats. Licensees of these venues are primarily local non-profit organizations with lower ticket prices than commercial licensees and larger non-profit organizations. Non-profit licensee ticketing needs include the ability to keep ticket prices low and affordable, including service charges related to the sale of these tickets. Local non-profit users starting in June 2011 will be allowed to use any ticketing system of their choice and have the option to consign tickets on the PCPA System.

Commercial Tickets Sold

Year	Internet	Outlets	PCPA Box office
July 2008-June 2009*	225,286	28,852	75,936
July 2009-June 2010**	151,761	12,856	50,733
July 2010-Feb. 15 th , 2011	94,177	7,161	40,318

*14 weeks of Broadway

**9 weeks of Broadway

PCPA does not present a series or produce events. Fundraising has been primarily handled by the Portland Center for the Performing Arts Foundation-though PCPA is considering taking a more active role in fundraising and sponsorship as well as the implementation of a membership program. The primary objective is to ensure convenience for single tickets buyers and the ability to market events in a manner that generates ticket sales. Other important objectives are to gain maximum

financial earnings for PCPA at a reasonable cost to the consumer, to gather data for marketing and development purposes and to closely monitor sales through timely, flexible and accurate reporting.

PCPA currently utilizes the Ungerboeck EBMS system for managing and coordinating all events and performances, as well as invoicing, settlement and fiscal operations. The ability to feed ticket sales information into this system would be a plus.

MERC may add sites or exclude any of the current sites from this agreement if MERC ceases to be responsible for management of these facilities or should MERC assume responsibility for management of additional sites or facilities.

Management and supervision for all MERC ticket offices located in the three venues will be provided by MERC.

CONTRACT TERM

It is the intent of MERC to enter into a services contract with the selected proposer for a period of three (3) years, with the option of extending the agreement for two (2) additional years at the discretion of MERC and PCPA. It is anticipated that the new contract shall begin on July 1, 2011.

PROJECT ADMINISTRATION

The project manager for MERC that will manage and administer the resulting contract is as follows. Proposer shall indicate one point of contact for the resulting contract.

Robyn Williams, Executive Director
Portland Center for the Performing Arts
1111 SW Broadway
Portland, Oregon 97205

PROPOSAL INSTRUCTIONS

A. Submission of Sealed Proposals

Two copies of the proposal shall be furnished to Metro in a sealed envelope, addressed as follows, as well as an electronic copy (MS Word preferable) on six (6) CDs:

Metro Procurement Services
Attn: Darin Matthews, Procurement Officer
RFP: 11-1857
600 NE Grand Avenue
Portland, OR 97232-2736

B. Deadline: Proposals will not be considered if received after the date and time indicated on the RFP cover page.

C. RFP as Basis for Proposals

This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Darin.Matthews@oregonmetro.gov. Any questions which in the opinion of MERC warrant a written reply or RFP addendum will be furnished to all parties receiving this RFP.

D. Information Release

All Proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission of a proposal all Proposers agree to such activity and release Metro from all claims arising from such activity. In Accordance with Oregon Public Records Law (ORS 192), proposals submitted will be considered part of the public record, except to the extent they are exempted from disclosure.

E. Minority, Women and Emerging Small Business Program

In the event that any subcontracts are to be utilized in the performance of this agreement, the Proposer's attention is directed to Metro Code provisions 2.04.100, which encourages the use of minority, women and emerging small businesses (MWESB) to the maximum extent practical. Copies of these MWESB requirements are available from the Metro Procurement Office, 600 NE Grand Avenue Portland, OR 97232, 503-797-1648.

PROPOSAL INSTRUCTIONS

Proposals shall be submitted in the follow manner and format. This is done in an effort to streamline the proposal process, limit the use of non-recyclable materials, and expedite the proposal evaluation and selection process.

Proposal Contents to Include:

I. Equipment

Vendor will be required to supply all equipment and supplies for the 3 venues. This is to include but is not limited to computer terminals, ticket printers, bar code scanning equipment and credit card swipes.

- Please provide a detailed list of all equipment.

II. Ticketing

Please detail how your system fulfills the following requirements:

- PCI Compliance
- Ticket Sales
 - Single Ticket Sales-Internal and Ticket buyer
 - Definable Sales processes
 - Limit on number of operators

- Reserved and general admission
 - Payments-How are they applied
 - Easy ability to categorize and find desired event
 - Selling from either seat map or best available
 - Shopping cart capability
 - Ability to enter both patron specific and order specific notes from within the sales process.
- Group Sales
 - Reserve seats in Group Name and report as pending
 - Apply deposit payments against group order
 - Easily convert reserved seats into actual sale
 - On-line capability
- Season Subscription Sales
 - Across different venues in reserved seating
 - Renewals
 - How the season relates to the single events
- Exchanges, Refund & Miscellaneous Transactions
 - Exchanges
 - Refunds
 - Void sale
 - Ticket reprint
 - Upsell other items at check-out
 - Gift Certificates
- Event Setup and Modifications
 - Venue and Seat Manifest
 - Seating manifests
 - Venue configurations
 - Reconfiguration - should be easy and flexible
 - Allocation paths (Controlling seating patterns)
 - Event Set up
 - One set up for all sales channels
 - Price Scaling
 - BOGO functionality
 - Price changes (Ultimate goal is any seat in the house can be changed at any time)
 - Promo / Coupon set ups
 - Discounts
 - Auctions and VIP packages
 - Fees
 - Per ticket convenience fee
 - Per ticket facility fee
 - Order charge
 - Assigned globally according to a defined fee schedule
 - Easy ability to turn on and off both globally, by event and by sales channel

- *Ticketing Operations*
 - Ability to look up accounts by various means (Name, Phone, Email, Keywords)
 - Easy access to order history
 - Ability to import/export data
 - Batch ticket printing
 - Ticket reprinting
 - Order fulfillment-mail orders, will call, reprints
 - Scheduling of payments-how/when funds are dispersed.
 - Ability to efficiently and inexpensively implement temporary remotes
 - Inventory Management
 - Sufficient number of hold codes
 - Ability to hold same seats for multiple events
 - Ability to build hold codes into seating manifests
 - Seat holds in customer names
 - Timed release of holds
 - The ability to limit access by hold code
 - All transactions should be auditable
 - Ability to pre-pull tickets for presenters; explain process of how that effects the sales reports for the event and daily reconciliation reports

- *Access Management*
 - Barcode and scanning of tickets
 - How barcodes are generated when tickets sold-voided, re-issued, transferred.
 - Who supports the Access Control system and the recommended policies in the event the system fails during an event admission cycle.

- *Internet*
 - Website branding
 - Flexible event presentation
 - Ability to pick seats – Turn on and off by event
 - Ability to add “View from the Seat” functionality
 - Accessible seating online
 - Ability to add descriptive information at the seat level (Accessible, limited view, etc)
 - Ability to handle promo’s either by entering promo code or deep linking
 - Accept donations with either single ticket or subscription ticket sale
 - Print at home tickets – Download is preferable to email
 - Sale promotions from a hold code
 - Ability to control number of tickets purchased by both transaction and customer
 - Offer gift certificates and accept as payment
 - Multiple web browsers supported (i.e. IE7+, Firefox, Safari, Chrome)

- *Reporting*
 - Comprehensive package of standard reports
 - Ability to customize reports and associated costs
 - Reporting that clearly distinguishes between single, group, pending groups, pre-pulls, season sales and comp tickets at the event and performance level.

- *Support for other user groups outside PCPA*
 - Ability to provide access for multiple organizations while maintaining appropriate security
 - Easy remote access for client organizations

- Ability to report event level payments received by client organization vs. payments received by PCPA
- Ability to provide a client reporting portal where each client can generate reports for only their organization
- Provide all the single ticket and series sales functionality as other sales channels
- Marketing
 - Bulk Email capability-first-class deliverability, CAN-SPAM compliance, list exclusion and message scheduling.
 - Ability to automatically assign someone to a particular segment or list based on a specified action (i.e. purchasing a ticket, making a donation, etc.)
 - Space on Print at home formats for advertising upcoming shows
 - Ability to suggest upcoming events
 - Simple list pulls
 - Ability to use standard query statements for complex data pulls
 - Social media and mobile interface
- Fundraising and Membership capabilities
 - Dual Membership capability – Corporate and Individual
 - Multiple address types
 - Membership status easily visible to Ticketing
 - Ability to check off benefits as used within each Membership level
 - Automatic email acknowledgement of gifts that can be batch emailed through software
 - Patron access to membership details online including benefits usage
 - Ability to export to MS Office products
 - Ability to build lists for email or export
 - Ability to send renewals via email
 - Ability to generate renewal letters in MS Office
 - Ability to send lapsed member emails directly from software
 - Ability to alert Ticketing staff of special handling instructions, etc
- Accounting / Finance
 - Interface with 3rd party event management/accounting system (EBMS)
 - End of day reconciliation by operator
 - Ability to keep finances separated for client organizations
 - Ability to easily export financial and event level detail for integration with other software as needed
- Data Management
 - Easy ability to export data
 - Ability to integrate product with other software
 - Ability to update patron information with data received from outside vendors
 - Ability to back-up, archive and restore data
- Security
 - Describe your credit card authorization and compliance status.
 - Does the application provide continuous access and control of all data? If yes, describe the environment.
 - Does the application provide the ability to validate tickets printed by Internet buyers? If yes, describe.

- Please also address:
 - Protection and privacy regarding sensitive and confidential patron data
 - Counterfeiting, ticket duplication, “hackers” and firewall specifications and implementation.

- **Product Development**

- Frequency of software updates
- Updates in the past 3 years
- Anticipated updates and timeline for roll out.

III. Outlets/ Call Centers

Accessibility to tickets is of high importance to MERC/PCPA. Vendor is to provide facilities and personnel for ticketing outlets throughout the Portland metropolitan area including Salem and southwest Washington. Vendor must also provide call center capabilities.

- Provide detailed information on the number and location of outlets. Provide contract expiration dates for these outlets.
- Describe your ability to market and sell tickets via retail outlets and other third-party methods.
- Provide detailed information regarding the location and operation of call centers.
- Describe your phone room capabilities and how they absorb peak demand for single tickets including number of phone agents and total line capacity specifically for on-sales.
- How does your phone room assure personalized and informed services to patrons? How are operators trained on program content, facility information and other inquiries? How are phone room complaints handled?

PROPOSER INFORMATION AND REFERENCES

The proposal should contain no more than twenty (20) pages of written material (excluding biographies and brochures, which may be included in an appendix), describing the ability of the proposer to perform the work requested. The proposal should be submitted on recyclable, double-sided recycled paper (post consumer content). No waxed page dividers, folders, binders or non-recyclable materials should be included in the proposal.

I. Primary Contact Information/Transmittal Letter

Please provide the following information for the vendor’s primary contact with PCPA. This should be the person responsible for obtaining answers to any questions that PCPA might have.

Required Information:	Response:
Name:	
Title:	
Mailing Address:	
Telephone:	

Fax:	
Email Address:	
Management Personnel who would be responsible for the PCPA account	

Indicate in a proposal transmittal letter that your offer will be valid for a period of ninety (90) days.

II. Company Background

- Provide an overview of your company, including number of years in ticketing and number of markets in which you operate.
- Please submit audited financial statements from the last 3 years, including income statements and balance sheets.
- Describe in detail the locations, qualifications and experience of the proposed staff that will be supporting this agreement.
- Describe the support team structure within your organization. How are support needs assigned?
- Describe the level of support provided. Do you provide full time (24X7X365) support of the application?
- Provide information on types of support calls, status of issues and resolution times.
- Describe plan for the upgrade and replacement of products, equipment and systems during the term of the agreement as technology advances and event/ticket trends change.

III. Client References

- Provide list of ten organizations and their locations that you currently ticket who are similar in size and scope to the requirements of this RFP. Please provide contact names, phone numbers and emails of the clients.

IV. Partnerships

- Please describe any partnerships you have with companies who supply components of your system, including credit card processing, hardware or software providers, third party ticketing, etc.

COST AND REVENUE PROJECTIONS

Please provide an attachment detailing all estimated costs to implement and operate the system over a five (5) year period.

V. Estimated Hardware Costs

Please detail the hardware and equipment requirements and estimate the cost by hardware component if applicable.

VI. Training and Documentation Costs

Please estimate the cost associated with training end users and IT support staff as well as the cost of any product documentation and reference materials. In addition, please outline the training program you would implement to facilitate a smooth transition.

VII. Support and Maintenance Costs

Please estimate all support and maintenance costs associated with maintaining the system over the next five years. Please include any costs associated with network

connectivity, hosting, updates and similar types of costs. Be sure to include which services are included in the costs. Note: PCPA is seeking a hosted option.

VIII. Other Applicable Costs

Please estimate any other costs associated with your solution that do not fall into any of the categories provided above, for example, licensing fees, credit card processing, hosting fees, internet transaction fees, service charges if applicable, customized reports, etc. Be sure to give reasons for these additional costs.

IX. Assumptions

Please indicate any assumptions you made when estimating costs. Explain any variable pricing structures such as per ticket and print at home costs. Also detail any minimum vendor revenue amounts.

X. Revenues

Please outline all revenue streams including volume rebates, incentive bonuses, etc.

XI. Diversity and Sustainability

Diversity in Employment and Contracting:

- Work Force Diversity – Describe your work force demographics (number of employees, race and gender) and the measurable steps taken to ensure a diverse work force, including company policies and practices that promote the hiring and retention of women and ethnic minorities.
- Diversity in Contracting – Describe your history of working with diverse firms, including any MWESB-certified firms. Describe a project for which you worked with minorities, women or emerging small businesses. Please provide the project name, method used to achieve participation – for example, joint ventures, subcontracts or purchase of equipment or supplies from a certified firm – and the dollar amount or percentage of the project budget expended on such participation.
- Diversity of Firm – Describe the ownership of your firm and whether or not your firm is certified by the State of Oregon as an MBE, WBE or ESB. Provide certification number, if applicable.

Sustainable Business Practices

- Economy: Describe your business practices to reduce environmental impacts of your operations. This may include energy efficiency, use of non-toxic products, alternative fuel vehicles, waste prevention and recycling, water conservation, green building practices, etc.
- Environment: Describe your support of local businesses and markets within the Portland Metro region. Include what steps your company has taken in the past to support local businesses, and what steps would be taken if selected for this project.
- Community: Describe the employee compensation structure of your organization. Include wage scales for employees, including trainee, probationary, entry level, journey level, and supervisory. Also include policies regarding annual cost of living adjustments (COLA) to employee

wages. Details of the healthcare program (including, medical, dental, prescriptions, preventive care, etc.) as well as out of pocket and deductibles, and employee contributions for themselves and family members.

GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.

- B. Validity Period and Authority: The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

- C. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

- D. Equal Employment and Nondiscrimination Clause Metro and its contractors will not discriminate against any person(s), employee or applicant for employment based on race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, disability for which a reasonable accommodation can be made, or any other status protected by law. Metro fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to obtain a Title VI Complaint Form, see www.oregonmetro.gov.

EVALUATION OF PROPOSALS

- A. Evaluation Procedure: Proposals received that conform to the proposal instructions will be evaluated by a qualified evaluation committee. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of the top ranked firm. Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked firm, Metro reserves the right to enter into negotiations with the next highest ranked Proposer.

B. Evaluation Criteria: This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

	<u>Points Available</u>
1. Demonstrated understanding of PCPA business requirements	5
2. Proposed system, technical and software capability, ease of use	10
3. Planned implementation, training and ongoing support	10
4. Corporate experience in industry	10
5. Past performance based on client references	10
6. Qualifications of key staff assigned to PCPA account	20
7. Projected cost/benefit to PCPA, revenues, commission structure	25
8. Diversity and Sustainability	10
Total	100

APPEAL OF CONTRACT AWARD

Aggrieved proposers who wish to appeal the award of this contract must do so in writing within five (5) days of issuance of the notice of intent to award by MERC. Appeals must be submitted to Darin Matthews, Procurement Officer, 600 NE Grand, Portland, Oregon 97232 and must state the specific deviation of rule or statute in the contract award. Metro will issue a written response to the appeal in a timely manner.

NOTICE TO ALL PROPOSERS -- STANDARD CONTRACT

The attached agreement is a standard agreement developed for use by the Office of Metro Attorney. This contract will serve as the basis for negotiation with the successful Proposer. It is included for your review prior to submitting a proposal. Metro may consider exceptions and revisions included as part of a Proposal submission, but shall not be required to consider revisions and exception proposed during contract negotiation and award. The final agreement between the parties shall be subject to approval by the Office of Metro Attorney.

**AUTOMATED TICKETING SERVICES AGREEMENT FOR
TICKETING AT PORTLAND CENTER FOR THE PERFORMING ARTS FACILITIES**

This agreement is made and entered into on this ____ day of _____, _____, by and between the Metropolitan Exposition-Recreation Commission (“MERC” or “Commission”), and _____ (“Ticket Agent”).

WITNESSETH:

RECITALS

1. This Commission is a subdivision of Metro, a municipal corporation.
2. The Automated Ticket Agent is a limited liability company.
3. The Commission desires to make tickets to events held at the PCPA Facilities widely available to the public.
4. The Ticket Agent represents that it is able to provide automated ticket sales services for the PCPA Facilities specified.
5. The Ticket Agent further represents that it possesses the necessary equipment and systems to provide automated ticketing sales and service, inclusive of outlet sales and telephone and internet sales, including the computer hardware, software program and system procedures for the purpose of printing, selling, auditing and controlling tickets for events at PCPA Facilities.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, and upon the express terms and conditions hereinafter set forth, it is agreed by and between them as follows:

1. DEFINITIONS

The following terms are defined as follows:

- a. “PCPA Facilities” means the Portland Center for the Performing Arts facilities operated or managed by MERC including Keller Auditorium, the Arlene Schnitzer Concert Hall, the Antoinette Hatfield Hall, and any other facilities that become part of the Portland Center for the Performing Arts during the term of this agreement.
- b. “General Manager for Visitor Venues” means the chief executive officer responsible for the overall day-to-day management of the Commission’s facilities or his or her designee.
- c. “Accounting Year” means the period commencing June 1 of each year and ending May 31 of the following year.

- d. “Group Sales” means sales of tickets to one person, on behalf of a group of at least ten (10) people to attend an event at a PCPA Facility as a group, and not to attend individually or to purchase tickets with the intent to resell such tickets.
- e. “House Seats” means tickets provided by Commission (*e.g.*, complimentary, band holds and house seats) to the promoter or presenter of an event at a PCPA Facility, the performing act or event or members thereof, or their managers or agents (collectively, “House Seat Recipients”), for legitimate mail order only fan clubs or for legitimate promotional purposes; provided, however, that at no time shall such tickets be sold or issued to the general public.
- f. “PCPA Ticket Centers” means those box offices operated by Commission and located at or operated by the PCPA Facilities.
- g. “Ticket Charge” identifies any charge levied on tickets or orders for tickets sold through PCPA Facilities’ Ticket Centers and Commission-contracted automated ticket agents and telephone centers, to be paid by the ticket purchaser. Ticket Charge also includes any charge levied on tickets or orders for tickets sold through the internet. This includes, but is not limited to, convenience fees, service charges, handling fees, and long distance fees. It does not include User Fees as defined in this agreement. The Ticket Charge is added to the base ticket price and is not a portion of the base price.
- h. “User Fee” identifies a charge levied on each ticket sold to spectator seated events located in the PCPA Facilities. The User Fee shall be retained by the Commission. The User Fee shall be included as part of the total ticket price printed on the ticket. User Fees shall be imposed on all paid admissions and administered in accordance with Commission User Fee Policies.
- i. “Ticket Outlet” means the Ticket Agent’s contracted and authorized locations for ticket sales.
- j. “Facility Ticket Services Manager” means the PCPA employee in charge of ticketing services for PCPA Facilities.

2. PURPOSE OF THE CONTRACT

The purpose of this agreement is to engage Ticket Agent as an independent contractor to sell tickets for events at PCPA Facilities. Nothing in the contract shall be construed to be an employment, partnership, joint venture, or joint employer relationship between the Commission and the Ticket Agent. Subject to the provisions of this agreement, the Ticket Agent has independent control over operations of the services contemplated in this agreement.

Ticket Agent is granted the exclusive right to conduct automated ticket sales for all events at Ticket Agent’s outlets for commercial shows at the Arlene Schnitzer Concert Hall and the Keller Auditorium under the terms and conditions of this Agreement.

Ticket Agent shall provide standard required equipment as listed in Exhibit A for use at PCPA Facilities. Ticket Agent shall provide the software, software upgrades and enhancements, and maintenance and repair services listed in Exhibit A.

3. TERM OF THE AGREEMENT

The term of this agreement shall be from June 1, 2011 until May 31, 2014, unless terminated sooner by the mutual agreement of the parties or as provided herein.

The Commission shall have the option at the end of the initial term of this agreement to extend this agreement for an additional two-year term, based on the same conditions as set out in this agreement. Sixty (60) days written notice to the Ticket Agent by the Commission prior to the termination of the initial term of this agreement shall be sufficient to exercise the renewal option.

4. DUTIES OF THE TICKET AGENT

During the term of this agreement, Ticket Agent shall be subject to the following terms and conditions.

A. Outlet, Telephone and Internet Sales

- 1) Ticket Agent shall establish and maintain a network of at least ten (10) outlets throughout the Portland metropolitan area including Salem and southwest Washington. An outlet plan stating the location of Ticket Agent's outlets must be approved by the General Manager or his or her designee prior to the contract being entered into by the Ticket Agent. These outlets shall be established and operating no later than 30 days after the execution of this agreement. Ticket Agent shall use its commercially reasonable efforts to continue to build and expand this network of outlets into other areas of the State and region. Ticket Agent shall make reasonable efforts to provide information to those outside the Portland metropolitan area about ticket sales.
- 2) The Ticket Agent shall maintain regular commercially reasonable hours of operation in the telephone room and at all outlets, to facilitate public access to purchase tickets. A schedule of hours for each outlet and phone room shall be provided to the Commission upon execution of this agreement for review and approval. Any significant changes to the initial schedule are subject to the approval of the General Manager, or his or her designee.
- 3) The Ticket Agent shall provide real time Internet ticket sales including the ability to offer deep line or nesting capabilities. Subject to Ticket Agent receiving the applicable accurate information from the Commission, PCPA Facilities event information shall be kept current and maintained daily. The Ticket Agent shall be responsible to provide updated services that keep PCPA technologically advanced, including but not limited to bar-coding, e-ticketing and other Internet ticketing innovations.

B. Facilities and Equipment

- 1) The Ticket Agent shall provide the level of equipment, facilities, systems, and maintenance and repair services for ticket sales as provided in Exhibit A. The Ticket Agent shall also provide hard copy report printers, which provide each PCPA Ticket Center with transaction-by-transaction reports. This reporting system shall be acceptable to the Commission and shall provide sufficient information to monitor all sales and ensure proper auditing of ticket sales. Additional equipment shall be provided when needed to meet additional demand for sales. In no case shall the level of equipment, in any PCPA Facility, be reduced unless approved by the Facility Ticket Services Manager.
- 2) The Ticket Agent shall provide all equipment listed in Exhibit A, and all additional equipment the Commission and Ticket Agent deems necessary to meet the demand for sales, to Commission at no charge to Commission and shall maintain all equipment, facilities, and systems necessary for Ticket Agent's automated sales also at no charge to Commission for the term of this agreement.

C. System Safeguards

All ticketing system security safeguards shall be maintained in a form and manner which is consistent with industry standards. Such safeguards shall include but are not necessarily limited to the following:

- 1) Written documentation of safeguards in and associated with the system intended to prevent unauthorized access or manipulation of programs, data files, data lines and other components of the system necessary for proper operation, control and audit of the full system.
- 2) Written documentation of security procedures, measures, equipment, and facilities to assure protection of the system, its hardware, software and data files including its off-site backup storage facilities for programs and data files.
- 3) Written documentation of the hardware or software controls that prevent program modification during the on-line operation of the system.
- 4) Written documentation of its contingency plan in the event of computer failure or data line failure.
- 5) Written documentation of credit card number protection systems for telephone sales and internet sales.

Ticket Agent shall allow operational audits and system review by the Commission and its independent systems consultant at the Commission's request relating to ticket sales for events at PCPA Facilities if reasonable prior notice is provided by the Commission to Ticket Agent. Ticket Agent shall produce all documentation referenced herein upon Commission request.

D. Ticket Sale Operation

Ticket Agent agrees to operate sales as specified herein:

- 1) Prior to sale, the Facility Ticket Services Manager will email, fax or send written authorization for Agent to set up its computer ticket manifest. This authorization will include instructions concerning PCPA Facility seating layout, ticket price structure, discounts and ticket format. All complimentary tickets and deletions from the manifest must be issued by the PCPA Ticket Centers unless otherwise approved by the PCPA Executive Director.
- 2) Ticket Agent shall provide the Facility Ticket Services Manager with a complete seating manifest prior to tickets going on sale.
- 3) Upon receiving final approval from the Facility Ticket Services Manager, Ticket Agent will commence sale. Ticket Agent shall not commence any sales without Commission's prior approval.
- 4) The Commission shall set all times and dates for tickets to be placed on sale. All outlets in the Portland metropolitan area including Salem and southwest Washington must sell tickets to PCPA Facility events unless otherwise authorized by the Commission's General Manager or his or her designee.
- 5) Sale of tickets will be made at all Ticket Agent outlets in the Portland metropolitan area including Salem and southwest Washington, by telephone and internet sales at the same ticket price as charged at the PCPA Ticket Centers (but not necessarily at the same customer convenience charge or other charges, if any).
- 6) No tickets shall be held back prior to or during the time of sale unless authorized by the Facility Ticket Services Manager, in writing.
- 7) Costs associated with duplicate tickets issued through Ticket Agent or Ticket Agent's outlets due to negligence or gross negligence or willful misconduct of Ticket Agent or Ticket Agent's outlets will be paid by Ticket Agent. All tickets purchased by telephone or by Internet, beginning six (6) days prior to the event, will be printed as will-call tickets at the PCPA Facility where the event takes place. Will-call tickets shall be printed out at the PCPA Facility where the event takes place, and Ticket Agent shall pay MERC for staff costs at the rate of fifty percent (50%) of the internet/phone handling fee charged by Ticket Agent and actually received and not refunded by Ticket Agent.
- 8) Any tickets which cannot be sold or which are machine printing errors will be reinstated into inventory. The Ticket Agent shall be responsible to provide documentation and justification of any reinstatement to inventory. All reinstatements to inventory shall be subject to procedures approved by

Commission, and documentation consistent with such procedures shall be maintained and be subject to audit by Commission and its representatives.

- 9) Ticket Agent's sales practices and policies shall comply with the Americans With Disabilities Act and ORS 659A.100 et seq.

E. Ticket Content and Advertising

Ticket Agent shall pay for all ticket stock for tickets printed or sold at the PCPA Ticket Centers. Commission shall have the right to sell advertising on Ticket stock printed or sold at the PCPA Ticket Centers and ticket envelopes to the extent such ticket stock and envelopes are paid for by [the Commission](#). Ticket Agent shall have the right to sell advertising on ticket stock or envelopes with respect to (i) tickets sold by Ticket Agent and (ii) tickets sold by the Commission to the extent such ticket stock and envelopes are paid for by Ticket Agent. Ticket Agent and Commission shall separately receive and retain all income derived from advertising.

F. Compensation/Financial Arrangements

- 1) Notwithstanding any other provisions in this agreement, in no event shall the Ticket Agent assess ticket charges in a manner or amount that violates any law. Ticket Agent's duties of defense and indemnification pursuant to Article 7 shall apply to any and all claims that the manner or amount of any ticket charges violates any law.
- 2) Unless otherwise provided herein, the Ticket Agent shall pay all expenses which are necessary to carry out the terms of this agreement at no expense to the Commission unless authorized by the General Manager or his or her designee.
- 3) Ticket Agent will not assess any other fees or charges [to ticket purchasers](#) beyond the fees and charges set forth in this agreement without the approval of the General Manager or his or her designee.

G. Accounting

- 1) The Ticket Agent shall, with respect to all business done under this agreement, keep true and accurate accounting records, books, and data, which shall among other things show all gross receipts derived from over-the-counter, internet and telephone sales of all such tickets sold, and shall establish and maintain accounting procedures that are acceptable to the authorized representative of the Commission. The Ticket Agent shall account to the Commission for the full admission price of each ticket sold whether by telephone sales, Internet or over-the-counter sales. The reported settlement amount shall not be reduced by credit card charges, losses due to bad checks, or any other losses incurred by the Ticket Agent

in the sale of tickets. The Commission and its agents shall have the right at all reasonable times during normal business hours and with prior notice and approval by Ticket Agent to inspect all books of account and ledgers of the Ticket Agent relating to subject ticket sales, and the right to make or cause to be made audits of these accounts. Further, the Commission reserves the right, and the Ticket Agent agrees to allow its systems, hardware and programs related to the sale of tickets to PCPA Facilities to be inspected by agents or representatives of the Commission at reasonable times with prior notice to and approval by Ticket Agent.

- 2) Ticket Agent shall collect and deposit all ticket receipts derived from ticket sales for events at all PCPA Facilities from all outlets, internet sales and telephone sales in an account to be maintained by Ticket Agent. Withdrawals of ticket receipts to which the Commission is entitled shall be made from such account by Ticket Agent and delivered to the Commission on Friday of each week with each weekly payment to be on account of Ticket Agent system ticket sales for events at all PCPA Facilities made by Ticket Agent during Monday through Sunday of the week preceding such payment date. Each weekly payment shall be accompanied by a written accounting.
- 3) In the event that any event at any PCPA Facility for which Ticket Agent sold tickets or processed transactions hereunder is cancelled, postponed, or modified (*e.g.*, substitute acts) for any reason (each, a “Cancelled Attraction”), the Account Balance shall be held and made available for distribution by Ticket Agent to ticket purchasers entitled to refunds for tickets for Cancelled Attractions purchased from Ticket Agent. For purposes of this Agreement, the term “Account Balance” shall mean the amount of funds held at any time by Ticket Agent on account of ticket sales for all events at any PCPA Facility, less the amount of ticket sales proceeds which Ticket Agent is entitled to retain hereunder. The Commission authorizes Ticket Agent to refund the ticket price at the original point of purchase (*e.g.*, at outlets or by Internet sales or telephone sales) and to exchange tickets pursuant to any exchange policy that may be adopted by the Commission and Ticket Agent. Ticket Agent’s agreement to make any refunds is subject and limited to Ticket Agent holding or receiving from the Commission the full amount of funds necessary to make refunds to all ticket purchasers properly entitled to a refund. The Commission and Ticket Agent agree that Ticket Agent shall be entitled to retain the processing fees assessable with respect to the initial sale of tickets to Cancelled Attractions and any other fees assessable although no additional compensation shall be payable to, or fee assessed by, Ticket Agent with respect to the exchange of any tickets initially purchased from Ticket Agent. The Commission shall be responsible for all refunds and exchanges of tickets initially purchased at the PCPA Ticket Centers. Any ticket sale proceeds, including telephone and Internet sales, remaining sixty (60) days after the scheduled event shall be returned to the Commission. Tickets remaining out after the sixty (60) day period will be

refunded through MERC. Exceptions may be approved by Facility Ticket Services Manager.

- 4) Royalties for ticket sales due to MERC shall be settled and remitted to MERC at time of settlement as provided in Section 4G2.

H. Training and Service Standards

Ticket Agent shall meet or exceed the minimum standards for training, staffing and telephone response set forth in the attached Exhibit C.

5. RESPONSIBILITIES OF THE COMMISSION

The Commission shall be responsible for the following duties and functions:

- a. The Commission shall furnish the Ticket Agent all necessary event information to adequately plan for all events at PCPA Facilities to assist the Ticket Agent in accomplishing its services and accounting responsibilities.
- b. The Commission shall cooperate with the Ticket Agent in obtaining all necessary licenses and permits.
- c. The Commission shall conduct business with the Ticket Agent in an efficient and professional manner.
- d. The Commission may conduct an annual review of this agreement. Such review will include compliance with system security measures, service standards, ticket charges and other contract provisions.
- e. The Commission shall supply necessary electricity, wiring and space in its facilities for the installation and operation of the Ticket Agent's ticketing system.
- f. The Commission shall use the PCPA Ticket Centers as the Ticket Agent's ticket center ("Commission Ticket Center"), for the sale of tickets through Ticket Agent's system for events in the Portland Metropolitan area in accordance with the terms and conditions set forth in this Section 5f.
 - 1) Commission Ticket Center shall make Ticket Agent Tickets readily and easily accessible for sale to the general public during the normal business hours (Monday through Saturday, 10:00 AM to 5:00 PM) of the Commission Ticket Centers and accept cash, Mastercard, Visa, American Express, Discover and Diner's Club (not checks or credit cards other than stated) in payment for tickets to all attractions, via the Ticket Agent's system.
 - 2) The Commission or any employee, agent, independent contractor or representative of the Commission shall not sell any Ticket Agent Ticket for an event in excess of the stated Ticket Agent Ticket limit for such event, engage in, participate in, or assist the practice known as scalping or brokering Ticket Agent

Tickets, provide Ticket Agent Tickets through preferential sale, or provide inside information concerning Ticket Agent Ticket attractions.

- 3) The Commission Ticket Center shall comply with all policies and procedures promulgated by Ticket Agent in relation to sales of tickets at ticket centers.
- 4) All receipts and proceeds from the sale of Ticket Agent Tickets shall remain the property of Ticket Agent, shall be segregated from the Commission Ticket Center's other assets and shall be held in trust by the Commission on behalf of Ticket Agent. The Commission shall have no right, title or interest in or to the ticket proceeds or receipts. The Commission shall deposit all proceeds once per week in an account to be designated by Ticket Agent. The Commission shall not use any receipts or proceeds from the sale of Ticket [Agent Tickets](#) as its own property, or in the form of loans to itself, or as collateral for loans from third parties to itself or otherwise, and such funds shall not be subject to assignment or alienation by the Commission or to the claims of creditors of the Commission.

6. POWERS RESERVED TO THE COMMISSION

In the event of a dispute between the Ticket Agent and the Commission, the decision of the Commission concerning the operation or management of the automated ticketing services shall be final and binding on both parties. By way of illustration and not limitation, the reserved powers of the Commission are as follows:

- a. The final determination of all policies and procedures related to the operation and management of all PCPA Facilities' automated ticketing services.
- b. Sole discretion to cancel, terminate or interrupt any Commission event, and cause the patrons to be dismissed during any event. The Commission shall not be liable to the Ticket Agent for any loss or cost occasioned by any such determination or action by the General Manager, or his or her designee, taken in good faith for the benefit or protection of the Commission and the public generally or the PCPA Facilities.
- c. The power to have access to any automated ticketing areas at any time.
- d. The power to terminate or suspend this agreement for acts of default by the Ticket Agent in accordance with Article 8 herein.
- e. The Commission's General Manager or his or her designee must approve in advance, and in writing, any new agreements for subcontracted ticket outlets within 3 miles of the Antoinette Hatfield Hall, which may be proposed by the Ticket Agent during the term of this agreement, which approval shall not be unreasonably withheld.
- f. The Commission may, at its discretion, conduct a performance review and/or audit of Ticket Agent's compliance under this agreement on an annual basis or more frequently as appears necessary.

7. INSURANCE AND INDEMNIFICATION

It is understood and agreed that, to the fullest extent permitted by law, the Ticket Agent shall indemnify and hold harmless Commission, Metro, the City of Portland and their officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from a material breach of the terms set forth in this agreement or any acts or omissions in performance of this agreement by the Ticket Agent, its employees, and subcontractors.

Ticket Agent shall provide a Comprehensive General Liability Insurance Policy, Automobile Liability Policy, and Workers Compensation Policy. Coverage to be provided by the foregoing insurance policies shall include, but not be limited to, coverage commonly referred to by the insurance industry as follows:

- a. Premises/Operations Liability
- b. Blanket Contractual Liability
- c. Broad Form Bodily Injury and Property Damage Liability, including loss of use
- d. Personal Injury
- e. Products/Completed Operations Liability
- f. Fire Legal Liability

Automobile Liability: Automobile Liability, including coverage for owner, non-owned, hired or borrowed vehicles.

Workers Compensation: Stop Gap or Employer's Contingent Liability

The Comprehensive General Liability policy shall:

- a. Name, the Commission and its officers, agents and employees as additional insured.
- b. Provide for not less than thirty (30) days advance written notice to the Commission regarding termination or any material change to the policy.
- c. Include a "cross liability" (severability of interest) clause and a breach of warranty clause.
- d. Include limits of protection as follows:

Not less than \$1,000,000.00 for the Comprehensive General Liability Policy written on a per-occurrence basis.

In the event that PCPA automated ticketing facilities' service are destroyed by an act of God, fire, vandalism, terrorism, or similar events, so that continued operation thereof is not feasible, the Commission will be under no obligation to replace them.

Workers' Compensation Insurance: Ticket Agent, its subcontractors, if any, and all employers working under this agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Commission with certification of Workers' Compensation insurance including employer's liability. If Ticket Agent has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as an Exhibit in lieu of the certificate showing current Workers' Compensation.

8. TERMINATION FOR BREACH BY TICKET AGENT

Material Breach: Any actions by the Ticket Agent or any failure by Ticket Agent to perform any obligation hereunder which directly or indirectly impairs or interferes with the favorable public image or reputation of the PCPA Facilities shall be a material breach and shall entitle the Commission to terminate this contract if written notice is provided by the Commission to Ticket Agent and Ticket Agent does not cure such default within ten (10) business days of Ticket Agent's receipt of such written notice.

In the event that either party shall default in the material obligations or conditions set forth in this and other paragraphs of this agreement, and such default shall continue unremedied and no action taken to correct for three (3) business days (or ten (10) business days in the event of a default set forth immediately above) after written notice of said material default to the other party, thereupon, at the other party's option, this agreement may be terminated upon thirty (30) days written notice by either party. Notwithstanding the foregoing, nothing herein shall preclude the Commission or its agents from taking any immediate necessary action to remedy dangerous or unsafe conditions, regardless of the impact upon the Ticket Agent.

Termination Accounting: In the event of termination under this Article, each party shall have full access to the other's financial records and accounts relating specifically to such party, for a period of two (2) years.

9. ASSIGNMENT

Both parties fully understand and agree that the highly skilled and professional management and operation of the automated ticket services for PCPA Facilities are of paramount importance and that this agreement would not be entered into by the Commission except for its confidence in, and assurances provided for, the character, management abilities and financial stability of the Ticket Agent. The Ticket Agent, therefore, shall not sell, assign, sublet, transfer or in any manner encumber the rights and privileges granted herein, nor allow such assignment, subletting, transfer or any other encumbrance to occur by operation of law or otherwise without the prior consent of the Commission which consent shall not be unreasonably withheld. The parties agree, further, that any occurrence, whether within or beyond the control of Ticket Agent, which renders Ticket Agent incapable of performing all duties required hereunder shall constitute a material breach hereunder and shall give the Commission the option of terminating this agreement.

10. IMPOSSIBILITY

The Commission and the Ticket Agent shall not hold each other liable for failure to perform as

outlined herein where such performance is rendered impossible or financially impractical due to labor strikes, walkouts, acts of God, inability to obtain necessary materials, products and services, civil commotion, fire, unavoidable casualty, or similar causes beyond the control of the Commission or the Ticket Agent. Each party agrees to notify the other promptly upon the occurrence of an event or condition which will, or which is likely to, give rise to the likelihood that performance will be rendered impossible or impracticable under this Article. The failure to give prompt notice as herein required shall act as a waiver of any right under this Article.

11. NON-WAIVER PROVISION

No waiver by either party of default in any of the terms, covenants or conditions hereof to be performed, kept or observed by the other party shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained.

12. AMENDMENTS

The Commission and the Ticket Agent may amend this agreement at any time only by written amendment executed by the [General Manager](#) of Visitor Venues and the Ticket Agent.

13. MISCELLANEOUS PROVISION

This agreement constitutes the entire agreement and understanding between the Commission and the Ticket Agent. No provision of this agreement may be changed or eliminated unless mutually agreed to in writing by the Commission and the Ticket Agent.

All notices relative to this agreement shall be in writing and shall be mailed by certified mail or delivered in person to the Commission or the Ticket Agent. Said notices shall be [addressed](#) to the following:

Ticket Agent

Commission

General Manager of Visitor Venues
MERC
P.O. Box 2746
Portland, Oregon 97208-2746

With copies to:

PCPA Executive Director
Portland Center for the Performing Arts
1111 SW Broadway
Portland, Oregon 97205-2913

Metro Attorney
Office of Metro Attorney
600 NE Grand Avenue
Portland, Oregon 97232-2736

This agreement is made in accordance with the laws of the State of Oregon, which shall be controlling in any dispute which arises under this agreement.

The situs of this agreement is Portland, Multnomah County, Oregon. The parties agree that any litigation respecting this agreement or performance hereunder shall be had at said City and

County in the Circuit Court of the State of Oregon or if jurisdiction exists in the Federal District Court, Portland, Oregon.

The underlined titles for the various articles of this agreement are for reference only. No meaning shall be ascribed to them, and they shall not be used in construing this agreement.

14. MINORITY BUSINESS ENTERPRISES/WOMEN-OWNED BUSINESS ENTERPRISES & EMERGING SMALL BUSINESS PROGRAM/EQUAL OPPORTUNITY HIRING

- a. Ticket Agent will comply with all requirements of Metro's MBE/WBE/ESB Program.
- b. The Ticket Agent agrees to follow the policies and rules set out in Commission's Minority Business Enterprises, Emerging Small Business and Women-Owned Business Enterprises Programs, which by this reference, are hereby fully incorporated as it fully set forth herein.
- c. In replacing a Minority, Emerging Small Business or Women-Owned Business subcontractor, the Ticket Agent shall follow the policies and rules set out in Commission's Minority Business Enterprises, Emerging Small Business and Women-Owned Enterprises Programs.
- d. The Ticket Agent shall provide reports on its compliance with the MBE/WBE/ESB goals established for this agreement and with the Minority Business Program as reasonably requested by Commission.
- e. Commission reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of the Minority Business Program and this agreement, and with any representation made by the Ticket Agent prior to agreement award pertaining to Minority, Emerging Small Business or Women-Owned Business participation in the agreement, and any representation made by the Ticket Agent regarding replacement of any Minority, Emerging Small Business or Women-Owned Business subcontractor during the duration of this agreement.

15. TIME IS OF THE ESSENCE

Time is of the essence in this agreement.

16. OBEY ALL LAWS

In performing this agreement, Ticket Agent shall obey all state, federal, local, and regional laws. Ticket Agent's duties of defense and indemnification pursuant to Article 7 shall apply to any and all claims that Ticket Agent has violated any law.

17. NO THIRD PARTY BENEFICIARIES

It is the intent of the parties that there shall be no third party beneficiaries of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____