

# REQUEST FOR PROPOSALS

For

**Performing Arts Ticketing Software Services**



## **CITY OF SAN RAMON**

PARKS & COMMUNITY SERVICES DEPARTMENT  
7000 BOLLINGER CANYON RD  
SAN RAMON, CA 94583  
(925) 973-3200

**Issued: October 21, 2020**

**Proposal Deadline: November 6, 2020 at 3:00 p.m.**

to

**City of San Ramon  
Parks & Community Services  
7000 Bollinger Canyon Rd  
San Ramon, CA 94583**

**Attn: Jordan Foss**

**[jfoss@sanramon.ca.gov](mailto:jfoss@sanramon.ca.gov)**

**CITY OF SAN RAMON  
REQUEST FOR PROPOSALS**

**Table of Contents**

**1. ABOUT THE CITY ..... 1**

**2. THE SERVICES ..... 1**

**A. Summary..... 1**

**B. Form of Agreement..... 1**

**C. Scope of Services..... 1**

**3. REQUEST FOR PROPOSAL PROCEDURES ..... 1**

**A. Requests for Information..... 1**

**B. Submittal Instructions..... 2**

**C. Planned RFP Schedule..... 2**

**D. Addenda..... 2**

**4. PROPOSAL REQUIREMENTS ..... 2**

**A. Cover Letter..... 3**

**B. General Qualifications..... 3**

**C. Experience..... 3**

**D. Staffing..... 4**

**E. Price..... 4**

**F. Proposed Approach..... 4**

**5. EVALUATION..... 4**

**6. SELECTION AND AWARD..... 5**

**A. Review..... 5**

**B. Award..... 5**

**C. Protest Procedures..... 5**

**7. MISCELLANEOUS ..... 5**

**A. Disclaimers and Reservation of Rights..... 5**

**B. Conflict of Interest..... 6**

**C. Public Records..... 6**

**RECITALS ..... 1**

## CITY OF SAN RAMON REQUEST FOR PROPOSALS

The City of San Ramon (“**City**”) requests proposals (“**Proposals**”) from qualified individuals or firms (individually, a “**Respondent**” and collectively, “**Respondents**”) for Performing Arts Ticketing Software Services.

### 1. ABOUT THE CITY

The City is a charter city located in Contra Costa County, with an estimated population of 79,000. Additional information about the City is available online at <http://www.sanramon.ca.gov/>.

### 2. THE SERVICES

**A. Summary.** The City is seeking proposals from qualified vendors to provide Performing Arts Ticketing Software Services (“**Services**”) to support box office operations for the City of San Ramon Performing Arts programs and events.

**B. Form of Agreement.** A copy of the City’s standard Professional Services Agreement (“**Agreement**”), is attached hereto as **Attachment A** and incorporated herein. By submitting a Proposal, the Respondent agrees to enter into the Agreement using the attached form with no exceptions to the form of the Agreement.

**C. Scope of Services.** The required Scope of Services is attached hereto as **Attachment B** and incorporated herein. By submitting a Proposal, the Respondent represents that it is fully qualified and available to provide the Services set forth in the Scope of Services at the price set forth in its Proposal, and that it agrees to provide those Services if it is awarded the Agreement, which will attach and incorporate the Scope of Services.

### 3. REQUEST FOR PROPOSAL PROCEDURES

**A. Requests for Information.** Questions or objections relating to the RFP, the attachments hereto, the RFP procedures, or the required Services may only be submitted via email to Jordan Foss, Administrative Analyst, at [jfoss@sanramon.ca.gov](mailto:jfoss@sanramon.ca.gov) by 5:00 p.m., October 30, 2020 (the “**Request for Information Deadline**”). Any questions or objections that are not submitted in the manner specified and by the Request for Information Deadline will be

deemed waived. City will not be bound by the oral representations of any City officials, employees, or representatives.

**B. Submittal Instructions.** Proposals must be **received** by the City by or before November 6, 2020 at 3:00 p.m. (“**Proposal Deadline**”). Respondent must submit one original and 2 identical copies of the Proposal in a sealed envelope labeled with Respondent’s name and return address, marked “Proposal for Performing Arts Ticketing Software Services,” and addressed as follows:

Christina Franco, City Clerk  
City of San Ramon, Parks & Community Services  
7000 Bollinger Canyon Road  
San Ramon, CA 94583

The Proposal may be hand-delivered, sent via overnight delivery, or by regular mail, provided that it is received by the City no later than the Proposal Deadline. Late submissions will be disregarded.

**C. Planned RFP Schedule.** The following schedule is provided for planning purposes based on current information. However, all dates are subject to revision, including the Proposal Deadline, and may be amended by addenda to this RFP:

ACTIVITY	PLANNED DATES/TIME
RFP Issued	October 21, 2020
Request for Information Deadline	October 30, 2020/5:00pm
Proposal Deadline	November 6, 2020/3:00pm
Interviews (if requested by City)	November 12 – 13, 2020
Notice of Selection	November 18, 2020
Commence Services	December 1, 2020

**D. Addenda.** City reserves the right to issue addenda to modify the terms and conditions of this RFP, including modifications to the Proposal Deadline or to the Attachments to this RFP. Addenda will be posted on the City’s website at [http://www.sanramon.ca.gov/our\\_city/bids\\_rfp](http://www.sanramon.ca.gov/our_city/bids_rfp). Each Respondent is solely responsible for checking the City’s website for addenda, and for reviewing any and all addenda before submitting its Proposal.

#### 4. PROPOSAL REQUIREMENTS

Each Proposal must be submitted in compliance with the requirements of this RFP. Each Proposal must respond to the items listed below. *Clarity and brevity are preferable to volume.* Do not attach brochures or promotional materials to the Proposal. By

submitting a Proposal, the Respondent agrees that the lump sum price and proposed approach to providing the Services, including staffing, constitute a firm offer to enter into the Agreement with the City, and that the offer will remain open for 60 days following the Proposal Deadline.

**A. Cover Letter.** Provide a brief cover letter that includes all of the following information:

- (1) Respondent's name, address, phone number, and website address;
  - (2) Type of organization (e.g. corporation, partnership, etc.);
  - (3) A summary of general information about Respondent and the types of services it provides in relation to the Services required by the City;
  - (4) Contact information, including name, title, address, phone number, and email, of Respondent's primary representative for purposes of this RFP;
- INCLUDE THE STATEMENTS BELOW**
- (5) Respondent agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this RFQ. Respondent waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Respondent specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:
# 01	_____
# 02	_____

; and

- (6) Respondent has read and understood the insurance requirements outlined in Attachment A, Section 17 and hereby affirms (1) the cost of providing such insurance has been incorporated in the Respondent's Proposal, and (2) Respondent will be able to obtain the required insurance coverage if awarded the contract.

The cover letter must be signed by a representative that is authorized to bind Respondent by contract and must state his or her name, title, and email address.

**B. General Qualifications.** Provide a brief description of the Respondent's business, including the number of years in business under the current name. Describe the size of the business, including total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the Services if awarded the Agreement. Describe how and why Respondent is qualified to provide the Services.

**C. Experience.** Identify services Respondent has provided in the last five years that are similar in scope and nature to the Services required by this RFP, particularly with respect to services provided to other cities or public agencies. For each example, provide (1) a brief description of the services provided, (2) an

explanation of why this experience is relevant to the required Services, and (3) the name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).

**D. Staffing.** Identify by name and title Respondent’s key personnel that will be assigned to provide the Services and for each, include a resume with his or her education, training, and experience. Identify by name, address, and website, each subconsultant or subcontractor, if any, that will be involved with providing the Services, including the proposed role for each such subconsultant or subcontractor. Include all applicable license numbers for any license required to perform the Services.

**E. Price.** Provide a lump sum price for the Services that is fully inclusive of all costs to provide the Services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Agreement, travel fees, etc. Attach a copy of billing rates that would apply to any authorized additional Services.

**F. Proposed Approach.** Briefly describe Respondent’s proposed approach to providing the Services and how that approach will offer value to the City. Identify any proposed innovations that may be used to achieve more cost-effective delivery of the Services. Provide a work plan and proposed schedule for the tasks described in the Scope of Services.

**G. Ticketing Software Response Sheet.** Complete the defined Ticketing Software Response Sheet according to the provided key as provided in Attachment B - Scope of Services. The Ticketing Software Response Sheet outlines the “desired” product requirements by the City and the optional product features.

## 5. EVALUATION

The factors that the City will consider in evaluating Proposals are as follows:

- |                                     |             |
|-------------------------------------|-------------|
| • General qualifications            | 1-15 points |
| • Relevant experience               | 1-15 points |
| • Proposed staffing                 | 1-10 points |
| • Pricing                           | 1-15 points |
| • Proposed approach                 | 1-10 points |
| • Responsiveness                    | 1-5 points  |
| • References                        | 1-10 points |
| • Response to the Scope of Services | 1-15 points |

## 6. SELECTION AND AWARD

**A. Review.** Proposals will be reviewed for responsiveness and evaluated and ranked based on the factors listed in Section 5, above. When the evaluation is complete, the Proposals will be ranked based on total scores to identify the Proposal that is the most advantageous to the City. Acting in its sole discretion, the City may elect to conduct interviews with shortlisted Respondents.

**B. Award.** The City will award the Agreement, if at all, to the Respondent that is determined by the City, acting in its sole discretion, to offer the most advantageous Proposal to the City based on the City's review, as outlined above. City staff will submit its recommendation to the City Council or the awarding officer, as applicable, for award of the Agreement to the Respondent that it determines to offer the most advantageous Proposal. The Respondents will be notified of staff's intended recommendation by a Notice of Selection which will be posted on the City's website at [http://www.sanramon.ca.gov/our\\_city/bids\\_rfp](http://www.sanramon.ca.gov/our_city/bids_rfp), and which may also be emailed to each Respondent that submits a Proposal.

**C. Protest Procedures.** Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00 p.m., on the fifth business day following the date of the Notice of Selection. The protest must be submitted in writing via email to Christina Franco, City Clerk, at [cityclerk@sanramon.ca.gov](mailto:cityclerk@sanramon.ca.gov) and must clearly specify the basis for the protest. A copy of the protest should be sent to Jordan Foss, Administrative Analyst, at [jfoss@sanramon.ca.gov](mailto:jfoss@sanramon.ca.gov). The protest will be reviewed by the Parks & Community Services Director in consultation with the City Attorney's Office, and their determination on the protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of the Agreement and commencement of the Services notwithstanding any pending protest or legal challenge.

## 7. MISCELLANEOUS

**A. Disclaimers and Reservation of Rights.** Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject any and all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

**B. Conflict of Interest.** Respondents must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

**C. Public Records.** The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “**Act**”), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

**Attachments:**

Attachment A – Form of Agreement

Attachment B – Scope of Services

Attachment C – Ticketing Software Response Sheet

## Attachment A – Form of Agreement

### PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SAN RAMON AND **CONTRACTOR** FOR PERFORMING ARTS TICKETING SOFTWARE SERVICES

This is an Agreement between the City of San Ramon, a municipal corporation, (“CITY”) and **(Contractor)**, (“CONTRACTOR”) together referred to as the “Parties.”

#### RECITALS

**WHEREAS**, CITY desires to secure professional performing arts ticketing software services and CONTRACTOR is qualified and willing to provide such professional assistance; and

**WHEREAS**, the City Council has authorized the Mayor to enter into an agreement for DESCRIBE SERVICE by adopting Resolution No. 20XX-XX on DATE APPROVED BY CITY COUNCIL.

**NOW, THEREFORE**, in consideration of the mutual promises set forth, CITY and CONTRACTOR agree as follows:

1. **Award of Contract.** In response to the Request for Proposals, Contractor has submitted a Proposal to perform the Work as set forth in the Request for Proposal, Attachment B – Scope of Work. On December 11, 2020, City authorized award of this Contract to Contractor for the amount set forth in Section 6, below.
2. **Contract Documents.** The RFP Documents incorporated into this Contract include and are comprised of all of the documents listed below.  
Sections
  - 2 The Services
  - 3 Request for Proposal Procedures
  - 4 Proposal Requirements
  - 5 Evaluation
  - 6 Selection and Award
  - 7 Miscellaneous; Attachments B & C
3. **Scope of Service.** The scope of service covered by this Agreement including mandatory time frames for performance, deadlines for providing deliverables to CITY, and the maximum fee for each item under this Agreement is attached hereto as Exhibit A and incorporated herein by reference.

CONTRACTOR shall comply with specific standards or governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to provide the services required hereunder.

4. **Modification of Agreement.** CITY may request changes to this Agreement including the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by CITY'S designated Project Manager, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested work. CONTRACTOR shall have the length of time specified in the request to reply in writing to the request. Neither CITY'S request nor CONTRACTOR'S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the amendment by CITY shall constitute authorization to proceed with the work identified therein.
5. **Time of Performance.** CONTRACTOR'S performance shall be completed by December 31, 2023. CONTRACTOR may commence work as of the date authorized by CITY'S Project Manager which date may be prior to execution of this Agreement.

However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

CITY shall have the option to renew this Agreement for not more than two (2) successive one (1) year terms, upon the same terms and conditions as provided in this Agreement. Any contract extension or amendment must be in writing and fully executed by both parties to take effect.

6. **Compensation.** CITY agrees to pay CONTRACTOR at the rates set forth in Exhibit A, and incorporated herein, in a sum not-to-exceed **SPELL OUT DOLLAR AMOUNT HERE (\$XX,XXX.XX)**. No compensation shall be made in excess of this amount. This amount includes any and all costs and reimbursable expenses as specified in Exhibit A.

Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.

7. **Designated Representatives.**
  - a. CITY designates Brad Morris, Program Manager or his designee as its representative in all matters under this Agreement.
  - b. CONTRACTOR designates **Contact Title, Contact Name** as its Project Manager for this Agreement. CONTRACTOR may designate a different Project Manager only with prior written authorization from CITY.
8. **Cooperation of the City.** CITY shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR'S work under this Agreement.

- 9. Independent Contractor.** CONTRACTOR is an independent contractor, controlling the means and manner of work, and shall not for any purpose be deemed to be an employee, agent, or other representative of CITY. Services called for herein shall be deemed to be unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of CITY.
- 10. Out of State Business.** If CONTRACTOR is an out of state business and does not have a local office within the State of California, CONTRACTOR shall provide to CITY a completed Withholding Exemption Certificate Form as required by the California Franchise Tax Board. If the out of state contractor fails to provide the required form, CITY shall withhold seven (7%) percent of the total payment amount and send the withholdings to the Franchise Tax Board, as required by State law.
- 11. Proprietary or Confidential Information.** CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private, proprietary or otherwise confidential information owned or controlled by CITY, the disclosure of which may be damaging to CITY or to third parties.
- CONTRACTOR agrees that all confidential information disclosed to CONTRACTOR by CITY shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own private, proprietary or confidential information.
- 12. Work Product.** The work product of CONTRACTOR in performing this Agreement shall become the property of CITY. However, copies of such work product shall be provided to CITY not only as a hard copy but an electronic version recorded on CD utilizing Microsoft Word, Access or Excel.
- 13. Financial Records of Contractor.** CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit CITY to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by CITY for the last invoice for such services to be provided. When requested by CITY, CONTRACTOR shall make all such records available to CITY within fourteen (14) days of the request.
- 14. Conflict of Interest.** CONTRACTOR shall comply with CITY Resolution No. 2020-017, Conflict of Interest Code, as amended from time to time, and will file all required disclosure statements.
- 15. Nondiscrimination.** CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of age, sex (including

gender, gender identity, gender expression, transgender, pregnancy, and breastfeeding), religion, color, disability, genetic characteristics or information, race, national origin, ancestry, citizenship status, marital status, military or veteran status, medical condition, or sexual orientation (including homosexuality, bisexuality, or heterosexuality) or any other protected classification as defined and protected by law.

**16. Indemnification.** CONTRACTOR agrees to defend, hold harmless, and indemnify CITY, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent or willful acts, or omissions of CONTRACTOR.

CONTRACTOR shall hold CITY harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors, or agents, either against CONTRACTOR or CITY, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of CITY.

**17. Insurance.** CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included on CONTRACTOR'S bid.

**A. Required Insurance.** CONTRACTOR shall maintain, at all times, during the term of this Agreement and at CONTRACTOR'S sole cost and expense:

- i. Comprehensive general liability (using Insurance Services Office form CG 00 01 or equivalent) in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be not less than two million dollars (\$2,000,000).
- ii. Workers' Compensation insurance and Employer's Liability insurance as required by the laws of the State of California. Said insurance policy shall provide that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY. Any notice of cancellation or non-renewal of Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONTRACTOR shall require each subcontractor to maintain Workers' Compensation insurance and Employer's Liability insurance in accordance with the laws of the State of California for all of the subcontractor's employees. This requirement may only be waived by CITY upon written verification that CONTRACTOR is a sole proprietor and does not and will not have employees during the term of this Agreement.

- iii. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant’s profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
  - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor’s liability policy, such “property” coverage of the Agency may be endorsed onto the Vendor’s Cyber Liability Policy as covered property as follows:
  - b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency that will be in the care, custody, or control of Vendor.
  - c. The Insurance obligations under this agreement shall be the greater of 1—all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement

**B. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:**

- i. CITY, its officers, officials, employees, agents and volunteers are to be named as additional insured with respect to: Liability arising out of activities performed by or on behalf of CONTRACTOR; products and completed operations of CONTRACTOR; premise owned, occupied or used by CONTRACTOR; or automobile owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents or volunteers. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on the ISO Form CG20 10 11 85 or both CG 20 10 and CG 20 37 forms.

- ii. For any claims related to this project, CONTRACTOR'S insurance coverage shall be primary insurance with respect to CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.
- iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to CITY, its officers, officials, employees, agents or volunteers.
- iv. Afford coverage for all claims based on any act, omission, event or condition that occurred or arose (or the onset of which occurred or arose) during the term of this Agreement;
- v. Apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- vi. Expressly provide that CITY, although named as insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to CITY and that the insurer waives all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONTRACTOR for CITY;
- vii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to CITY.
- viii. Certificate Holder. The certificate holder shall include CITY and sent to the address as indicated in Section 20 (Notices) of this Agreement.
- ix. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.

**C. Verification of Coverage.** CONTRACTOR shall furnish CITY with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**D. Subcontractors.** CONTRACTOR shall include all subcontractors as insured under its policies. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**E. Insurer's Qualifications.** All insurance required under this section and all renewals of this agreement shall be issued by good and responsible companies admitted to do and doing business in the State of California and be rated in the "A" category by Best's Insurance Guide.

**F. Excess Insurance.** If CONTRACTOR maintains higher insurance limits than the minimums specified herein, CITY shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

**18. Termination on Notice.** CITY may terminate this Agreement immediately for cause or without cause upon giving thirty (30) calendar days written notice to CONTRACTOR. In the event of termination without cause, CITY shall pay all outstanding charges for services performed and approved by CITY as of the date of termination. Termination shall not extinguish any outstanding performance obligations under this Agreement, including but not limited to, making financial records available for review, return of any private or confidential information, warranties, or mutual indemnities.

**19. Suspension of Performance.** For the convenience of CITY or because of events beyond the control of CITY, CITY may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

**20. Notices.** If either party shall desire or is required to give notice to the other such notice shall be given in writing, via prepaid U.S. certified or registered postage, addressed to recipient as follows:

**To CITY:**  
City of San Ramon

**Attn:** City Clerk

7000 Bollinger Canyon Road  
San Ramon, CA 94583

**To CONTRACTOR:**  
Contractor

**Attn: Contact Name**  
Contact Title

Address  
Address

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

**21. Commencement, Completion and Closeout.** Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right CITY may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to CITY a final billing to include all costs, charges, and claims in connection with the completed work. CITY shall not be required to pay for any work or claims not included on the aforementioned final billing.

- 22. Jurisdiction, Venue, and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Contra Costa, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This Agreement shall be governed by the laws of the State of California.
- 23. Entire Agreement of Parties.** This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONTRACTOR to CITY and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.
- 

Signatures intentionally omitted

## Attachment B – Scope of Services

The City of San Ramon is currently seeking RFPs for new ticketing software to be used for the City's performing arts venues for implementation by January 1, 2021. The City has two theaters, 1) The Dougherty Valley Performing Arts Center which is a 600-seat theater equipped with a 3,500 square foot rehearsal room, dressing rooms, box office and city offices, and 2) The Front Row Theater which is a 90-seat theater. General admission performances and events may also take place at any of the three community centers and libraries. Ticketed events include an annual professional presenting series (Past performers include: LeAnn Rimes, Blue Oyster Cult, Billy Ocean, etc.), community and youth theater performances, community band concerts, Improv shows, Foreign Films, Dance Recitals, Nutcracker Performances, Cultural events and many more. Both theaters may be rented and rental agreements can include ticket sales for those events.

There are approximately 150 ticketed events on sale per year between City sponsored events and rentals. In 2019, approximately 19,600 tickets were sold. The City of San Ramon generates approximately \$400,000 from ticket sales.

Please submit the attached **Ticketing Software Response Sheet** as stated in the RFP. The Respondent must use this document to respond to the requirements included herein. Respondents are to respond to each of these requirements with one of the following response codes:

- Yes – System fully meets requirement, is part of base system and included in base price.
- Yes/C – Configuration or Customization needed. Describe necessary modifications and state additional costs, if any.
- No – Does Not Meet Requirement
- F – Future Release; state planned date of software update/release.
- T – Third-Party Solution to Meet Requirement
- N/A – Not applicable; state reason

Response Codes "Yes" and "No" do not require written responses unless the proposers wish to present additional benefits or opportunities related to their solution and the requirement or they are asked to go into more detail. However, response codes "Yes/C", "F," "T," and "N/A" do require written responses. For these response codes, Respondents must describe how the requirement will be met or why it is not applicable.

# Ticketing Software Response Sheet

## Optional Requirements

### General

#	Requirement	Response Code	Response/Comments
1	Supports multiple media formats (e.g. audio, video, image, etc.)		
2	Provides the ability to support retention policies		

### Technical

#### Data Access and Security

1	Maintains audit logging to record access activity:		
2	• Login/logout attempts by user and workstation		
3	• User submitted transactions		
4	• Initiated processes		
5	• System overrides		
6	• Additions, changes, or deletes to application maintained data		
7	Upon discovery or reasonable belief of any data breach, notifies the City by the fastest means available, and also in writing within 24 hours. Notification should include:		
8	• The nature of the breach		
9	• The data accessed, used, or disclosed		
10	• The person(s) who accessed, used, disclosed, and/or received data (if known)		
11	• What has been done to quarantine and mitigate the breach		
12	• What corrective actions has been taken to prevent future breaches		
13	(relevant to Hosted or SaaS solutions only)		
14	Provides daily updates regarding findings and actions performed until the breach has been effectively resolved to the City's satisfaction (relevant to Hosted or SaaS solutions only)		
15	Provides a report containing the results of the investigation of the incident		

### Other

#### POS

1	Can be synched or integrated with a locked cash drawer that automatically opens/locks when cashier makes transactions		
2	Ability to use compatible ticket scanners (online/offline) Currently own 6, iPod touch 6th Gen (IOS 12.4.4 or 12.4.5) with ProLinea scanner attachment		

## Ticketing Software Response Sheet

Product Hosting Type and Compatibility			
#	Requirement	Response Code	Response/Comments
1	System is cloud based (SaaS, PaaS, iPaaS)		
2	Provides a browser-based user interface compatible with all major browser types (please list those supported)		
3	All operational, management and reporting functions, as well as POS system operations are accessible via a web interface		
4	System is compatible with industry standard PCs/desktop/laptops and corresponding software (eg., Microsoft and Mac OS) including antiviral and security software		
5	Supports mobile technologies (e.g. smartphones, tablets); and/OR		
6	Comes with an integrated mobile App compatible with all major mobile operating systems (e.g. iOS, Android, Windows Mobile)		
7	Provides back end supported services (BaaS, mBaaS) for mobile versions (e.g., push notifications, Social Media integration, etc) and/or includes the APIs and SDKs to allow development of these as needed		
8	Solution is scalable and easily adaptable to increased demands, while maintaining a high level of performance (please explain how system meets this criteria		
9	As a cloud based system, vendor provides a scalable Service Level Agreement insuring consistent performance		
10	Can be fully integrated with, and utilize the functionality of, the City of San Ramon's ERP (Munis) and website (Civic Live).		
11	Is an off the shelf product, currently available and in use (list examples of in-use applications); OR		
12	Is a custom built software (including software that exists but requires customization to fit this application)		
13	As a cloud based system, is the data safe-harbored and encrypted? Describe the overall data security strategy (e.g., Firewalls, encryption, password protection, and physical)		
14	As a cloud based system, what is the disaster recovery/business continuity plan?		
15	System is PCI compliant		
16	Provides for full recovery and back-up capabilities for all on-line and batch transactions		
17	Vendor provides a Privacy/Confidentiality Agreement		

## Ticketing Software Response Sheet

Architecture and System Design			
#	Requirement	Response Code	Response/Comments
1	Multi-user system allowing for unlimited concurrent users. (If limited, indicate how many concurrent users.)		
2	Provides for integrated transactions and can combine/summarize all activity in one transaction or receipt (eg. buy tickets to multiple shows, buy tickets for at multiple rates)		
3	Users create unique profiles based on email address/phone number, Login ID and password. System checks multiple parameters to determine it is a unique account (prevents duplicate account creation.) Family, Organization types can be distinguished by email address.		
4	Users only need one Login ID and password (e.g., need only register once) to access any module/s, to conduct any type/s of transactions, or be assigned functions based on their user profile or security rights		
5	Provides fully integrated functionality such that data is entered only one-time time (single-points of data entry) and available throughout the system(s) to eliminate re-keying of information		
6	Capability to attach or upload documents (e.g., waivers, contracts, invoices, etc.) to a client or profile and auto-check that requirement is fulfilled		
7	Capability to include links to external documents or applications		
8	Allows valid start dates/expiration dates to be set for future ticketing sales and system will automatically post and remove		
9	Capability to take notes, track changes, make comments visible to Staff Only or by User Type/Group		
10	Provides audit trail feature (for accounting purposes and for tracking changes made by Staff)		
11	Allows IT staff to have a management client for administrative access to the cloud (or other) infrastructure to configure or manipulate as needed		
12	Provides the ability to drill-down, drill-up, or across from a transaction view to a higher grouping, or vice versa		
13	Allows for City branding / design to be reflected		
14	Provides shortcuts for frequently accessed processes, screens, reports, etc.		
15	Provides search functions that reach across all applications and attachments		
16	Provides online help that is context sensitive		

## Ticketing Software Response Sheet

Business Intelligence/ Reporting			
#	Requirement	Response Code	Response/Comments
1	All reports can be viewed on screen, printed and exported in choice of standard format (e.g., Excel, Word, .pdf, etc)		
2	Provides the ability for reports to access data across all modules		
3	Provides the ability to report/query on any field within an application (e.g., demographic data, sales by customer segment or location, etc.)		
4	Allows users to drilldown within reports to look up detail		
5	Processes transactions in real-time and are immediately available for inquiry and reporting		
6	Provides the ability for reporting to be based on user security setting		
7	Allows for multiple output options (e.g. display, print, email, etc.)		
8	Provides the ability to automatically run schedule reports for distribution to a group or individuals via email		
9	Reports include the following categories		
	• Daily sales / Daily deposits (total system wide sales)		
	• Period specific reports		
	• Presenting Series Sales reports, including method of payment		
	• Sales History report, including method of payment		
	• Event Settlement report		
	• Seat Report		
	• Advertising Source report		
	• G/L Account transaction reports (all activity by G/L account by time frame or event)		
	• Event Categories reporting (top level, sub-levels, genre, etc.)		
	• Operator Reconciliation Report / Detailed Transaction log		
	• Refund reports		
	• Reprinted Ticket report		
	• Exchange reports		
	• Event Consignment tickets / data tracking report		
	• New Customer reports		
	• Donation report		

*Other reporting requirements: see Financial / Payment section*

## Ticketing Software Response Sheet

Security/ Admin			
#	Requirement	Response Code	Response/Comments
1	System has functional access control levels (e.g. report printing only, read-only, staff admin, etc.) based on roles Admin, Staff, and Customer		
	• Administrator can assign/revoke an ID, as well as privileges and rights		
	• Administrator can create administrative user profiles		
2	Provides full password security process for all users (internal/external).		
	• Doesn't display or print passwords.		
	• Prevents sign on after certain # of login attempts		
	• Prompts user to reset passwords over time		
	• Enforces strong passwords for Administrative Users		
	• Has a password retrieval mechanism		
	• Passwords are stored encrypted without means to un-encrypt		
3	Provides an audit trail of all system activity by user, date and time		
4	Mechanism to secure access and data from outside intrusion (describe way in which system is secured)		
5	Provides alerts for unauthorized/suspicious entries or activities		
6	Has an automatic log off feature after period of inactivity		
7	Provides full back-up and restore functions with logging		
8	Complies with all applicable regulations regarding personal information (PII)		
9	Provides control reports for all data conversion processes including balances and counts.		
10	Can identify and eliminate duplicate records or accounts		
11	System can be programmed to duplicate/replicate existing show/preformances over new time frames (e.g., repeated annual performances)		

## Ticketing Software Response Sheet

Financial/ Payment Functions			
#	Requirement	Response Code	Response/Comments
1	Can be fully integrated with City's ERP software for transfer of transaction revenue and expense detail to the G/L. Can be set up with the same elements that are in the G/L such as fund, department, division, program, project, object or any other element needed to meet the needs of the City		
2	Ensures all transactions post individually and/or in summary to the general ledger regardless of the transaction source		
3	Allows revenue from tickets to be posted to designated G/L account/s (including multiple accounts if revenue is shared)		
4	Supports accrual accounting methods		
5	Supports discounts and discount codes (e.g, Season Ticket Holder (Member), comp, early bird, senior, youth, etc.). Alerts Staff of applicability and calculates discount amount.		
6	Provides the ability to add notes/comments to transactions that post to the GL		
7	Offers the ability to see actuals (revenues) in real-time with drill-down capabilities		
8	Supports the following transaction processing capabilities: one-time, s allocations & distributions, automatic reversals (accruals), and corrections		
9	Ensures appropriate cross-references to payment history for refunds processing		
10	Support automated, mass refund processing for cancelled activities		
11	PCI compliant; updated for new Credit Card processing standards. Has integrated credit card authorization/processing.		
12	Supports payments in form of electronic check, credit card, PayPal, Apple Pay, and/or Venmo, mail-in check, and Account Credits		
13	Supports split payments from multiple sources (e.g., 3rd party payment can be applied or a 3rd party can be billed)		
14	Adaptable to the City's Fiscal Year and automates entries at beginning and end of fiscal period (months and year). Separates data into appropriate Fiscal Year through set parameters.		
15	Creates appropriate entries needed at the end of the period (month or year) and for purposes of opening a new period (ie., needed to roll forward data across Fiscal Years, etc)		
16	Reporting function will produce all necessary "Daily/Weekly/Monthly Close" reports such as:		
	• Cash Balance / Receipt Report		
	• Cash Distribution Summary/General Ledger Summary		
	• Refunds Processed		
17	Allows City to use its own clearing house and gateway for processing credit card payments (Heartland)		
18	Provides ability to charge multiple fees to a transaction and post those fees to multiple GLs in each transaction		

## Ticketing Software Response Sheet

Marking/ Communication			
#	Requirement	Response Code	Response/Comments
1	Allows emails/text notifications (“push” notifications) to go out to all ticket holders or to other defined user group (e.g., emergency alerts, notices, etc)		
2	Allows both staff and customers to manage lists (e.g., to opt in or out or make changes), but has an “override” feature to the opt out selection to allow necessary communications with registrants such as class cancellation, emergencies, etc.		
3	Allows for surveying of customer groups		
	• Can be programmed to send some surveys automatically (e.g., at the conclusion of a show/event)		
4	Allows staff to search/query member database to print labels, compile email lists, and physical address mailing lists, etc.		
	• By event/category (tickets, rentals, etc.) and demographics		
5	Integrates with reporting tool functions to identify program participants, repeat users, rental clients, etc		
6	Can link with social media sites (FB, Twitter, Instagram) so Citizen Users and staff can make postings, share photos, etc		
7	Has a tool for promotional marketing of daily/weekly/monthly/seasonal “Offers” to advertise drop-in opportunities or other specials		
8	Supports use and tracking of promo codes, etc (see 1.5.5)		

## Ticketing Software Response Sheet

### Citizen Users: Membership/ Customer Account Management

#	Requirement	Response Code	Response/Comments
1	Maintains data elements including but not limited to user ID, basic demographics, address information, history of activity		
2	Can import all current data for current customers to the new ticketing system to maintain customer history (e.g., memberships and accounting transactions)		
3	Captures member profile information including:		
	• User ID/password		
	• Email address, phone number/s		
	• First/Last name, address		
	• Resident / Non-Resident status (auto-checked)		
	• Birth date, age (auto calculated), gender		
	• Customer balance / type		
	• Membership status (active, inactive, previous, etc.)		
4	Capable of multi-lingual display / contains options for viewing pages in multiple languages		
5	Registered users can utilize a self-service portal online to conduct any/all transactions:		
	• Make changes to address, phone, primary contact, etc.		
	• Renew a membership		
6	Has search function that Staff can use to search for members by User ID, name, telephone number, address		
7	Membership pass price calculates automatically based on member category (e.g., Resident/Non-Resident, Senior, etc)		
8	Supports renewal of membership passes (annual)		
9	Allows memberships to be set to notify/automatically renew online when pass expires		
10	Supports use of the following "check in" methods:		
	• Bar code scan		
	• Manual keyboard member ID input		
11	Supports scanning via tablet or cell phone device		
12	Scanning/check-in device provides real time analytics around # of visitors, etc.		

## Ticketing Software Response Sheet

Ticketing			
#	Requirement	Response Code	Response/Comments
1	Allows for priority purchasing dates to be set for shows; allows defined participants (e.g., members) to purchase tickets ahead of new participants for a certain time		
2	Allows for dates to be set for automatic open/close of ticket purchasing period or start/end dates for ticket sales, etc.		
3	Supports categorization of program status, such as "Open," "Closed," "Cancelled" etc. and does not allow registration into closed items.		
	• Automatically closes shows at defined cut-off date		
	• Data on closed, cancelled shows available in reports		
4	Supports a "waitlist" feature and automated notifications to member when spot becomes available		
	• Tracks total # of waitlist requests for given show for reporting purposes (e.g., overbooked/high demand courses)		
5	Holds spots in shows while transactions are in process (either online or in person)		
6	Supports purchasing for more than one activity in a single session and combines totals onto one receipt		
7	Integrated waiver forms for applicable activities and allows them to be filled out online and electronically signed and submitted		
8	Allows for customizable and/or multiple types of waivers for use with activities that require specific wording, etc.		
9	Allows for printing thermal tickets (w/bar code for scanning), receipts, and patron address for mailing.		
10	Allows for functional software/printer interface with BOCA Lemur printers (blank ticket stock, imprint city logo when printed)		
11	Print tickets real-time as single tickets, at a later time individually (will call or reprints), or in a variety of batch categories (mail).		
12	Allows of mobile device ticketing via Apple Wallet		
13	Seat mapping feature for ticket sales (e.g., user can select seat from a map of available seats; also shows scaled pricing by mapped area)		

## Ticketing Software Response Sheet

Transaction Management			
#	Requirement	Response Code	Response/Comments
1	Provides a centralized cashiering model to collect and manage transactions (e.g. cash, checks, credit cards, electronic payments) from multiple locations on a daily basis		
2	Fully integrated with other modules (e.g., payments made during purchase, or with online "Cart" are with the POS function)		
3	Ability to handle data fields including:		
	• Item name		
	• Item number (if applicable)		
	• Fee amount (both set and customizable)		
	• Discounts (integrated with Member account and automatically calculates)		
	• G/L account with amount and % breakdown		
4	Automatically calculates and adds Taxes where applicable		
5	Ability to provide summarized and itemized receipt (combine transactions into one receipt) and print or email		
6	Allows cancelling or voiding of an item before and after transaction (with security rights)		
7	Allows for transactions to be made without the need of a Member Account (e.g., Visitors/Guests)		
8	Ability to add multiple fees to a transaction		

## Ticketing Software Response Sheet

General			
#	Requirement	Response Code	Response/Comments
1	Help desk service is provided as part of the standard maintenance and support contract.		
	• Help desk has daily live support (indicate hours for PST)		
	• 24/7 support for emergency issues (e.g., system down payment processing, etc)		
	• Support tickets can be opened online or by phone		
	• Standard turnaround/response time for all opened support tickets (indicate average response time)		
2	Vendor provides a team of dedicated Customer Care support personnel during development and implementation		
	• Provide details of implementation team (# of personnel, hours, length of time etc.)		
3	Incident reporting and tracking is available and documented		
4	Provide/describe your issue escalation procedures		

## Ticketing Software Response Sheet

### Training

#	Requirement	Response Code	Response/Comments
1	Outline Training plan for staff (Administrators and Staff)		
2	Initial implementation training for Administrators		
3	System manuals and Help Guides are provided		

## Ticketing Software Response Sheet

Implementation & On-Going Support			
#	Requirement	Response Code	Response/Comments
1	Provide proposed Implementation timeframe and calendar	Not a Yes/No	
2	Describe how problems and/or bugs are reported and fixes developed	Not a Yes/No	
3	Describe process for executing fixes and patches as needed, such as between version releases.	Not a Yes/No	
4	Describe typical release lifecycle (frequency of version releases, upgrades, etc), and implementation process for these	Not a Yes/No	
5	Describe process for receiving customer feedback and for evaluating and implementing requests for enhancements	Not a Yes/No	
6	Describe any product feature improvement in your product roadmap over the next 2 years	Not a Yes/No	

## Ticketing Software Response Sheet

Charges/ Rates			
#	Requirement	Response Code	Response/Comments
1	Provide quote for:		
	• Software licensing		
	• Maintenance and support		
	• One-time installation costs		
	• Ongoing annual costs		
	• Any other implementation costs (training, travel, etc)		
	• Any customized options per responses in above sections		
	• Any peripherals or accompanying hardware		
	* Annual cost for the total package		
2	All major product revisions, upgrades, enhancements and planned software releases are included as a feature of the maintenance and support contract options.		
	• Please provide a schedule of planned future releases		

## Ticketing Software Response Sheet

Vendor Qualifications			
#	Requirement	Response Code	Response/Comments
1	Vendor has demonstrated expertise (5+ years) in the field of ticketing software for similar sized clients, preferably in the Public Sector		
2	Vendor has completed many installations and can demo a fully "live" version of its software running on a Client's website		
3	Vendor can demonstrate scalability of product through application for a larger sized client (e.g., City with 50,000 tickets, and/or business with over \$1M in revenue)		
4	Vendor demonstrates long term commitment and viability in this space with proven product sustainability, technological innovation and leadership in the market		
5	Proven ability to be an innovator - reviews new developments in the industry on a regular basis and provides a forum for customers to relay their input to shape future products and services		
6	Company has strong financial position and can demonstrate this with financial statements, public information, credit ratings, etc		

## Ticketing Software Response Sheet

General			
#	Requirement	Response Code	Response/Comments
1	Provides system availability 24 hours a day, 365 days a year (not including force majeure events or scheduled downtime)		
2	Provides system uptime of 99.99%		
3	Provides for upgrades/enhancements to accommodate changes in laws, regulations, best practices, and new technology		
4	Vendor proactively updates software in keeping with regulatory environment, privacy laws, etc.		
5	Includes solution to transfer/save historical data from SABO		
6	Stores data in the Continental U.S. (relevant to Hosted or SaaS solutions only)		
7	Describe any data storage limitations or charges for amounts over certain limits		