

REQUEST FOR PROPOSALS

**Leshar Center for the Arts
Ticketing and CRM Solution**

RFP# 2024-001-LCA

ALL PROPOSALS MUST BE SUBMITTED TO:

LESHAR CENTER FOR THE ARTS
CITY OF WALNUT CREEK
1601 CIVIC DRIVE
WALNUT CREEK, CA 94596
Attn: Carolyn Jackson, General Manager
jackson@lesherartscenter.org

PRIOR TO AND NO LATER THAN 5:00 PM, MONDAY, JULY 8, 2024

RESPONSES WILL BE CONSIDERED FOR AWARD BY THE CITY OF WALNUT CREEK WITH ALL
PROPOSALS FIRM FOR 90 DAYS FOLLOWING THE OPENING THEREOF.

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Section 1: RFP Overview

1.1 Background

The Leshner Center for the Arts is located in Walnut Creek, California. First opened in October 1990, the Center presents more than 900 productions and events a year, including a curated selection of visual art exhibitions. More than 350,000 patrons walk through the Center's front doors each year. The Leshner Center for the Arts is owned and operated by the City of Walnut Creek. Upwards of ninety producers rent our spaces annually.

The Leshner Center includes three theater spaces at our 1601 Civic Drive address. These include the Hofmann Theatre, Margaret Leshner Theater, and the George & Sonja Vukasin Theatre. Refer to Appendix C for current theater house maps. The Leshner Center houses the Bedford Gallery, the largest community-based visual arts facility between the Bay Area and Sacramento, with 3,500 square feet of exhibition space.

The Leshner Center also houses Center Repertory Company, or Center REP, our resident professional theatre company. Center REP produces six to eight plays and musicals a season.

The Leshner Center also partners closely with the Diablo Regional Arts Association (DRAA). DRAA is an incorporated non-profit, 501 (c)(3) organization and the City of Walnut Creek's designated curator for the Center's programming and audience outreach.

1.2 Purpose of RFP

The purpose of this Request for Proposal (RFP) is to identify and select a vendor with a proven track record in ticketing software and CRM solutions, including general ticket sales (ticket office, phone, and online), subscriptions, patron account management, security, access control, point of sale, financial and settlement reporting, fund development, marketing reporting, staff training and other needs addressed in Section 3 New System Requirements. The selected vendor must be capable of providing all services, including technical support and adequate security, back up and business continuity protocols. The City desires a single vendor for all services identified in the RFP. However, the City will consider alternatives such as a prime vendor subcontracting with a 3rd party service provider for a specific function.

The scope of services should include all software, specialized hardware, and services required to support the implementation; data migration of customer accounts, ticket sale and donation history; and ongoing services and support.

Required functionality includes, but is not limited to:

Subscriptions and Single Ticket Sales

- Ticketing capability for subscriptions and single ticket sales of assigned seating in multiple venues.
 - Fixed and flexible packages across several venues.
 - Automated season rollover process for season seat assignments.
 - Generation of customizable and printable season renewal invoices, including invoices payable online through customer portal.
 - ValuTec, or other gift card partnership.
- Robust online customer portal and patron account management.
 - Including mobile solutions.
- Comprehensive producer portal for designated reports and specific permissions.
 - Includes automated and scheduled sales reports to email distribution lists.
- Marketing functionality including reporting, email communications, and robust discount management.
- Dynamic pricing and other revenue generating functionality.

Accounting and Settlement

- Accurate and consistent accounting reports for daily deposits, settlements, and other financial reporting needs.
 - Reporting must accurately allocate funds into numerous City and producer accounts.
 - This includes inclusive fee and exclusive fee accounting and reporting.

Fund Development and Memberships

- Comprehensive donation and membership management.

System Redundancies and Support

- Information security and PCI considerations.

Access Control and Attendance Reporting

- Stable scanning devices for ticket stock, print at home, and mobile ticket formats.
- Live view of scanned tickets.

Point of Sale

- Point of sale system for invoicing and processing items such as rental deposits.

Refer to Section 2 Current Environment Overview and Section 3 New System Requirements for additional details and explanation of needs.

1.3 City Objectives

The objective of this RFP is to establish a long-term relationship with a vendor capable of keeping current with the ticketing industry trends and best practices. The vendor should be capable of accurate and consistent accounting, in keeping with the City's current and future needs. The vendor should also be committed to the constant evolution and improvement of the proposed ticketing and CRM solution. The awarded ticketing and CRM solution should strengthen the relationship between the City, our ticket buyers, Diablo Regional Arts Association and our clients.

1.4 Selection Process

Figure 1, Selection Process Overview, identifies the selection process the City intends to follow. The process outlined in this RFP is designed to select a vendor in October 2024.

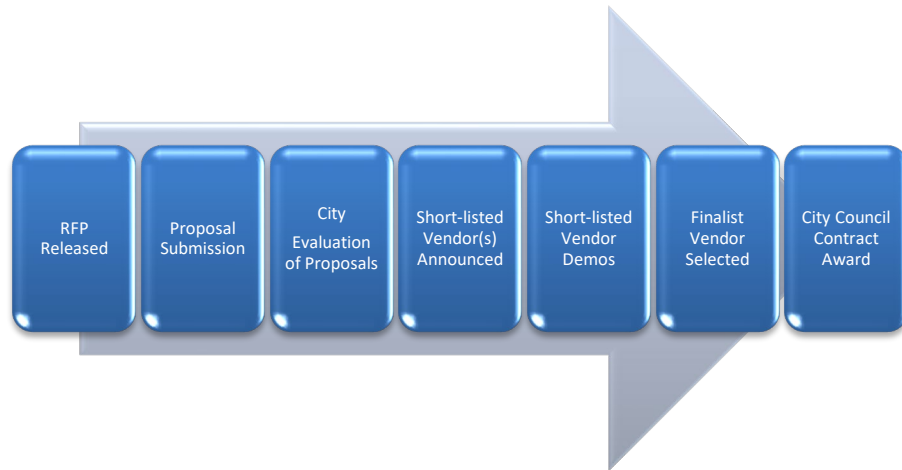


Figure 1 – Selection Process Overview

1.5 Implementation Timeline

The City expects to begin the season and event ticket build and implementation in December 2024, in preparation of the 2025-2026 season ticket sales. In general, 2025-2026 events begin in August 2025 and continue through June 2026. Vendors should be prepared to propose a solution and approach that addresses this timeline, or propose an alternative based on vendor’s past experience with similar efforts.

1.6 RFP Schedule of Events

Table 1, RFP Schedule of Events, identifies the City’s best estimate of the schedule that will be followed. The City realizes this is an aggressive timeline, working towards the following season build and migration. The City encourages vendors to carefully consider and plan accordingly for the presented schedule of events.

Table 1 – RFP Schedule of Events

RFP Event		DATE/TIME
1	City Issues RFP	Thursday, May 23, 2024
2	Deadline for Letter of Intent to Propose	Wednesday, May 29, 2024
3	Deadline for Written Questions	Friday, June 7, 2024
4	City Issues Responses to Written Questions	Friday, June 21, 2024

5	Deadline for Submitting a Proposal	Monday, July 8, 2024 by 5:00 PM PDT
6	City Completes Evaluations	Friday, August 9, 2024
7	City Notifies Short-listed vendors	Friday, August 9, 2024
8	Short-list Vendor Interviews and Presentations	Wednesday, September 4 – Friday, September 20, 2024
9	City Determines Finalist & Contract Negotiations begin	Friday, October 4, 2024
10	Authorization of Award to Selected, Contracted Vendor	November 2024 ¹
11	Migration Project Start Date	December 2024 ²

The City reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all vendors that submitted a Letter of Intent to Propose.

1.6.1 Short-list Vendor Interviews and Presentations

Vendors selected for onsite demonstrations with City staff will be provided a series of transactions to perform in advance. These transactions will be routed through prescribed performances and subscription package configurations. We will also provide a listing of desired reports and information resulting from these transactions. These proof-of-capabilities demonstrations are not intended to be a generic demonstration of the application, but rather a demonstration of specific product functionality deemed most critical to the City using scenarios provided by the City. **Proposers must be prepared to invest the time and resources in the proof-of-capabilities demonstrations to be successful in this procurement.** Additional details will be distributed directly to the vendors selected for onsite presentations.

1.7 RFP Coordinator

All communications concerning this RFP must be submitted in email to the RFP Coordinator identified below. The RFP Coordinator will be the sole point of contact for this RFP. Please address any requests for additional information or clarification via email to Carolyn Jackson, General Manager, at jackson@lesherartscenter.org. All vendors who have notified the City of their intent to respond to the RFP will be provided, via email, with a copy of any questions submitted and the answer given by the City. The City is not responsible for delayed or lost email, regardless of the cause.

Unauthorized vendor contact with anyone else in the City is expressly forbidden and may result in disqualifications of the vendor's bid.

¹ A contract of this size and scope is subject to City Council review and approval. Awarding final contract to the successful Vendor will be driven by the City Council's schedule and agenda.

² Our migration start date may alter based on the City Council's schedule and agenda. It is our expressed desire to program our 2025-2026 season in the awarded Vendor's ticketing solution.

1.8 Proposal Preparation Cost

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal, including preparation and participation at the proof-of-capabilities demonstrations.

1.9 RFP Amendments and Cancellation

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The City reserves the right to cancel, extend, or revise, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. The City reserves the right to waive any irregularities or informalities contained within the RFP, to request clarification of services submitted, to request additional information from competitors, to reject any or all proposals received as a result of this request; and to negotiate with any qualified candidates or to cancel the RFP in part or whole. The City and the final selected firm may agree to add additional work to the scope of services by mutual agreement at a later date. The City may elect to stop work at any time in the contract and will pay for work completed to that point on a time and material basis.

1.10 Questions Pertaining to the RFP

Specific questions concerning the RFP should be submitted via email to the RFP Coordinator (See Section 1.7) before the date identified in Section 1.6 RFP Schedule of Events. Vendor questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked.

Content of all questions and the City's responses will be emailed to all vendors submitting a Letter of Intent to Propose (See Section 1.11).

1.11 Letter of Intent to Propose

Vendors who anticipate submitting a proposal must register by submitting an email indication of a vendor's intent to respond to this RFP. This Letter of Intent to Propose must be emailed to the RFP Coordinator (See Section 1.7) by the date identified in Section 1.6 RFP Schedule of Events. The following information must be included in the Letter of Intent to Propose.

- Vendor's Name
- Name and Title of main contact
- Address, telephone number, and email address of main contact

Submittal of a Letter of Intent to Propose, by the specified deadline in Section 1.6, is necessary to ensure a vendor's receipt of RFP amendments and other communications regarding the RFP. The Letter of Intent does not bind vendors to submitting a proposal.

1.12 Proposal Submittal

Proposals must be submitted electronically no later than the scheduled deadline time and date detailed in Section 1.6 RFP Schedule of Events.

Vendors must submit an electronic copy in a single .pdf file to RFP Coordinator, Carolyn Jackson at jackson@lesherartscenter.org. The subject line of the email should identify "RFP 2024-001-LCA Ticket System Proposal Submission." The body of the email should identify the following:

- Proposal for Lesher Center Ticketing Solution
- RFP #2024-001-LCA
- Name of Vendor
- Vendor's Address
- Vendor's Contact Person
- Vendor's Telephone Number

Refer to Section 4. Proposal Submission Requirements for additional details and guidance.

The City must receive all proposals by the date and time shown in Section 1.6 RFP Schedule of Events. Proposals received after this time and date will not be considered.

Vendors are solely responsible for ensuring the proposal is received by the City contact prior to the deadline. The City will indicate successful receipt of the vendor's proposal with an email reply to the submission email that acknowledges receipt. An automated system generated receipt (e.g. read receipt or delivery receipt) does not constitute proof of successful submittal. Vendors must receive a specific email from the RFP Coordinator confirming receipt.

1.13 Public Records Law

All proposals and material submitted will become the property of the City and disclosable public records, and will not be deemed confidential or proprietary. In the event that a candidate desires to claim portions of its proposal as exempt from disclosure, it is incumbent upon the candidate to clearly identify those portions as confidential. Please note that although the California Public Records Act recognizes certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective candidate submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal in response to this RFP, a candidate agrees to indemnify, defend and hold harmless

the City, its officials, representatives, agents and employees, from any judgment, fines, penalties, and award of attorneys’ fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City’s award of the contract.

Section 2. Current Environment Overview

2.1 Ticket Office Daily Operations and Volume

The Lesher Center Ticket Office supports a variety of producers and clients’ ticketing needs and requests. This includes a full array of season subscription offers, dynamic pricing, fund development and giving campaigns, and ticket discounts and promotions. Our main ticket office counter and phone room reside within the Center.

2.1.1 Tickets Sales and Fee Revenue

We work with upwards of 90 different producers and rental clients each year. Our aggregate historical ticketing volume is outlined in the following tables. Due to the disruption of the COVID-19 pandemic, historical data provided for context will cover the 2018-2019, 2022-2023, and 2023-2024 year to date seasons. See section 2.2 Current Accounting Process and Reporting for additional information about our inclusive and exclusive fees.

2018-2019 Season – July 1, 2018 to June 30, 2019 - TY2019	
Total Sales (quantity of tickets sold)	204,032
Cancellations (quantity of tickets canceled)	24,248
Net Quantity of Valid Tickets	179,784
Ticket Return Revenue ³	\$4,683,110.11
Facility Fee Revenue (inclusive fee)	\$657,183.50
Convenience Fee Revenue (exclusive fee)	\$195,166.00
Order Fee Revenue (exclusive fee)	\$139,753.00
Shipping Fees (exclusive fee)	\$3,237.00
Grand Total Revenue	\$5,678,449.61

2022-2023 Season – July 1, 2022 to June 30, 2023 – TY2023	
Total Sales (quantity of tickets sold)	158,957
Cancellations (quantity of tickets canceled)	16,204
Net Quantity of Valid Tickets	142,753
Ticket Return Revenue	\$3,879,568.07
Facility Fee Revenue (inclusive fee)	\$553,332.00

³ Ticket Return is the terminology we used for the portion of the published ticket price routed to the producer as a separate accounting line item from the Center’s inclusive fees. Refer to 2.2 Current Accounting Process and Reporting for additional accounting and inclusive fee details.

Convenience Fee Revenue (exclusive fee)	\$198,616.00
Order Fee Revenue (exclusive fee)	\$110,479.00
Shipping Fees (exclusive fee)	\$2,736.00
Grand Total Revenue	\$4,744,731.07

2023-2024 Season – July 1, 2023 to May 19, 2024 ⁴ – TY2024 year to date	
Total Sales (quantity of tickets sold)	139,090
Cancellations (quantity of tickets canceled)	7,532
Net Quantity of Valid Tickets	131,558
Ticket Return Revenue	\$3,808,231.04
Facility Fee Revenue (inclusive fee)	\$539,955.00
Convenience Fee Revenue (exclusive fee)	\$211,042.00
Order Fee Revenue (exclusive fee)	\$102,657.00
Shipping Fees (exclusive fee)	\$2,352.00
Grand Total Revenue (Year to Date)	\$4,664,237.04

2.1.2 Subscription and Packages

A select portion of our more professional and established producers offer subscriptions, both fixed and flex package options. Most of these packages are in a single venue for the season; however, a subscription effort may include fixed packages seated in two venues or within various price tiers.

Subscription packages have ranged from three events to eight events in a subscription. Most subscription packages include guaranteed subscriber seating; however, others are general admission seating. All involve individual renewal invoices (printed and mailed) and online invoices (available in each subscriber’s patron account for direct payment).

2.1.3 Subscription Renewal Process and Accounting

Some producers allow for subscription renewals and new subscription orders to occur at the same time. Others do not open new subscription orders, or process changes to a current subscription, until a renewal period has been completed.

In the scenario where no changes or new subscriptions are processed until a renewal deadline has been reached, the current process deposits change request monies and new subscription request monies into a placeholder account in the City’s financial software immediately. Finished orders are then purchased by drawing from this placeholder account. It could be several weeks or months between the change order and new subscription order being placed and the seating assignments being made. Once all current subscribers requesting changes have

⁴ This season summary data is incomplete as the 2023-2024 season ends June 30, 2024. The information reflected here includes sales information as of May 19, 2024.

been seated, the process of seating new subscription orders begins. This placeholder account zeros out once all change and new subscriber orders have been seated. Season orders are then batch printed and mailed at a designated time.

2.1.4 Ticket Exchanges

Producers utilize a range of exchange scenarios with varying procedures and fees.

Subscriber ticket exchanges: All producers who schedule performances of the same event over multiple days offer free subscriber exchanges to avoid date conflicts. Subscriber exchanges are often even exchanges, but they can result in either nominal monies due to complete the transaction or a donation of excess ticket return revenue. At present, we do not refund the price difference for any uneven exchanges. Excess ticket return revenue is used to purchase a ticket donation in the corresponding amount of the difference. Example scenarios are outlined below.

Even Exchange	Performance Code	Price Code	Price (Ticket Return + Facility Fee)
Canceling from	REP-11617-07	4 Show	\$41 (\$36 ticket return + \$5 fac fee)
Moving to	REP-11617-14	4 Show	\$41 (\$36 ticket return + \$5 fac fee)
Resulting in no monies due or needing to be donated			

Uneven Exchange A	Performance Code	Price Code	Price (Ticket Return + Facility Fee)
Canceling from	REP-11617-04	4 Show	\$39 (\$34 ticket return + \$5 fac fee)
Moving to	REP-11617-14	4 Show	\$41 (\$36 ticket return + \$5 fac fee)
Resulting in patron applying a \$2 dollar transaction to complete the sale			

Uneven Exchange B	Performance Code	Price Code	Price (Ticket Return + Facility Fee)
Canceling from	REP-11617-14	4 Show	\$41 (\$36 ticket return + \$5 fac fee)
Moving to	REP-11617-04	4 Show	\$39 (\$34 ticket return + \$5 fac fee)
Resulting in patron making a \$2 dollar ticket return donation to complete the exchange			

Single ticket exchanges: Single ticket holders may also exchange their performance dates with a \$5 per ticket exchange fee. This is an exclusive fee. The table below outlines our ticket exchange volume for the past three ticket years. This information includes subscription tickets, complementary tickets, and single ticket exchange transactions.

Ticket year	Exchange volume (single plus subscription tickets)
2018-2019	10,223 tickets
2022-2023	6,803 tickets
2023-2024 ⁵	3,123 tickets

Exchange activity should not affect any revenue from inclusive fees. Exchanges are mostly done between performance dates of the same event. It is with rare occasion where producers authorize us to exchange tickets between events.

2.1.5 Access Control and Ticket Information

Admission tickets are scanned at each theater house door. Custom formatting of ticket stock tickets and electronic tickets helps to curate a unique feeling for each producer while standardizing information that supports event staff and volunteers.

Access Control is customizable by door, venue, and performance, allowing for global standard settings and unique, customizable occurrences (e.g. a block of Hofmann Theatre scanning devices were not charged correctly, so a block of Leshner Theatre scanning devices are given access to scan a performance in the Hofmann Theatre, or a producer would like seating to begin an hour earlier than typical)

2.1.6 Producer or Reporting User

Approved producers have access to a Reporting User Portal in order to generate their own reports, including but not limited to Performance Sales, Performance Seat Manifest, Donation Manifest, and Access Control. User restrictions are customizable by user, and include but are not limited to Producer, Venue, Event, and Performance. Available reports are also customizable by user. This function helps minimize some producer requested reports. All financial information reported on the portal reflects ticket return funds only. No fee information, inclusive or exclusive, is reported to any producer, including those with approved access to the Reporting User Portal.

2.1.7 Current Dynamic Pricing Practices

Some producers subscribe to dynamic pricing models. The model used may be based on percentage of seats sold or based on a particular calendar date. Currently all pricing tiers are increased at the same time when a dynamic pricing threshold is reached, but producers may pursue more flexible increases in the future.

⁵ As previously stated, the current 2023-2024 season ends June 30, 2024. This reflects ticket exchange data as of May 19, 2024.

Dynamic pricing changes that are based on percentage of seats sold are currently completed manually. Each performance is initially flagged and updated with the required capacity that will trigger the next or final dynamic pricing change. Once a performance reaches its trigger capacity, an email is sent to a programmed email address to alert Ticket Office Agents to the need for a dynamic pricing change.

Dynamic pricing changes based on a date are preprogrammed to change at 12:01 AM PST on a specified date. Dynamic pricing changes based on a time are manually changed at that specific time.

All dynamic pricing changes could include a mixture of all and/or some price tiers and discounts.

2.2 Current Accounting Process and Reporting

2.2.1 Accounting Practices

The City of Walnut Creek is on a July 1 to June 30 fiscal year cycle. This is also how we align our ticketing year activity. The City of Walnut Creek uses Tyler Munis, an enterprise resource planning (ERP) financial software solution. Custom accounting codes are assigned to each event, performance, subscription, and donation fund. Accounting codes are alpha-numeric and 10 to 12 characters in length, including some hyphens or underscores.

All Ticket Office producer deposits (ticket return monies) are reported at the event level. If an event has multiple performance dates, all monies from all dates are deposited in the same accounting code.

All Ticket Office producer deposits (donation monies) are reported at the fund level. If a fund has multiple campaigns, all monies from all campaigns are deposited in the same accounting code.

2.2.2 Current Fees

Inclusive Fees: Every ticket sold through the Lesher Center Ticket Office includes a facility fee. The published ticket price is a summation of the producer's ticket return and the included facility fee applied to every ticket sold. Our current facility fee amounts vary between \$3 and \$6 per ticket. The facility fee amount is determined by the producer's desired ticket return.

Exclusive Fees: Our additional routine fees currently include exclusive delivery fees based on the nature of transactions. Our current exclusive fees include:

- Shipping Fee
 - Postal Mail: \$3 fee applied to single ticket orders if a patron chooses postal mail
- Order Fee

- Phone: \$7 flat fee applied to all phone orders regardless of quantity of tickets
- Online: \$5 flat fee applied to all online orders regardless of quantity of tickets
- Subscription: \$7 per order fee applied to all new and renewing subscription orders regardless of quantity of packages and tickets
- Convenience Fee
 - Variable per ticket fee applied to all tickets purchased online, ranging between \$0 and \$10.

Recent changes to California State law will result in these exclusive fees (aside from the Mail fee) to be transitioned to inclusive fees as of July 1, 2024. **Any future system will need to accommodate multiple inclusive fees and still maintain the functionality to apply exclusive fees like the Mail fee.**

Our historical fee volume of revenue includes:

2018-2019 Season – July 1, 2018 to June 30, 2019- TY2018		
Inclusive or Exclusive Fee	Type	Amount
Exclusive	Shipping Fee	\$3,369.00
Exclusive	Convenience Fee (online)	\$169,991.00
Exclusive	Order Fee ⁶	\$114,077.00
Inclusive	Facility Fee	\$459,778.00
Total:		\$747,215.00

2022-2023 Season – July 1, 2022 to June 30, 2023 - TY2023		
Inclusive or Exclusive Fee	Type	Amount
Exclusive	Shipping Fee	\$2,736.00
Exclusive	Convenience Fee (online)	\$198,616.00
Exclusive	Order Fee	\$110,479.00
Inclusive	Facility Fee	\$553,332.00
Total:		\$865,163.00

2023-2024 Season – July 1, 2023 to May 19, 2024 ⁷ - TY2024 year to date		
Inclusive or Exclusive Fee	Type	Amount
Exclusive	Shipping Fee	\$2,352.00
Exclusive	Convenience Fee (online)	\$211,042.00
Exclusive	Order Fee	\$102,657.00
Inclusive	Facility Fee	\$539,955.00
Total:		\$856,006.00

⁶ The order fee total includes the \$7 phone fee per phone order, \$7 per subscription fee order, and \$5 online order fee. These fees are not currently itemized out as they deposit into one accounting code.

⁷ This season summary data is incomplete as the 2023-2024 season ends June 30, 2024. The information reflected here includes fee revenue information as of May 19, 2024.

2.2.3 End of Day Accounting Procedures

Our End of Day (EOD) reporting process summarizes our received daily deposit information (all payment methods) and allocates the correct funds to the ticket return deposits at the event level for performance sales and all relevant fee accounts. Event accounting codes do not record which performance date has sales within an event, only the total of revenue earned for the top-level event accounting code. Our EOD reporting is based on sales and value driven. It is not reflective of the cost of unpaid inventory moved to orders. An example follows.

Cashier Report		Balances with →	Event and Fee Reporting ⁸	
Cash	\$250.00		DRA-22425	\$700.00
Check	\$600.00		REP-12425	\$800.00
Gift Card	\$410.00		CCM-12425	\$500.00
American Express	\$200.00		Facility Fee	\$300.00
MasterCard	\$350.00		Convenience Fee	\$320.00
Visa	\$900.00		Shipping Fee	\$90.00
Total	\$2,710.00		Total	\$2,710.00

If a day’s business also includes any donation or membership activity, the EOD report will allocate monies to the correct campaign. A summary of our required EOD information includes:

- Payment Type totals across all transaction activity
 - This total should balance with the summation of the totals listed below
- Event Ticket Return totals (including payment type breakdown)
- Donation or Fund totals (including payment type breakdown)
- Membership totals (including payment type breakdown)
- Administration totals (including payment type breakdown) (reference Section 2.3 for more administration details.)
- Included and Excluded Fee totals (including payment type breakdown)

2.2.4 Payment Types and Payment Categories

Currently, we operate with two pricing code categories, the umbrellas which payment types are categorized within accounting reports – Ticket Office and Credit Card.

Payment category Credit Card includes payment types Visa, MasterCard, American Express, and Discover. Ticket Office payment category catches all other payment types – Cash, Check, Complementary, Customer Credit, Gift Card (ValuTec), and those possibly less familiar, listed below:

⁸ Our current reporting packet also identifies the breakdown of the payment methods across the event ticket return and fee line items.

- Third Party Allocations/Consignments:
 - Goldstar – to track sales through Goldstar, for settlement
 - Groupon – to track sales through Groupon, for settlement
 - Producer – to track sales through the producer of a performance, for settlement
 - TodayTix – to track sales through TodayTix, for settlement

2.2.5 Settlement Reporting

The settlement package for a producer includes several standard report elements, which illustrate event sales from three unique perspectives. All producer related reports reflect ticket return information only; **no inclusive or exclusive fee information is included in producer reports as income.**

- Sales by pricing code, further sorted by pricing tier and ticket return value
- Sales by sales channel
- Sales by payment type

Each producer related report used for the settlement package should generate the same ticket return value and balance with the summation of the EOD reporting daily entries into the corresponding accounting code.

2.2.6 Gift Cards and ValuTec Integration

Our present software provider integrates with ValuTec for our gift card offerings. Our gift cards are accepted online, over the phone, and in person for Ticket Office purchases. Presently the gift cards are purchased in fixed amounts online. We can offer custom amounts for phone and in person transactions. Gift cards are accepted for ticket, donation, and membership purchases.

2.2.7 Fund Development and Donation Campaigns (Outside Producers and Round Up Donations)

The Ticket Office facilitates donation campaigns for multiple producers. Campaigns may receive funds through ticket return donations from exchanges or direct donations. Donations are reported and paid to producers monthly. Each campaign account zeros out with each monthly payment from City accounts to the producers by check.

Separately, our online purchase path also includes a round up donation option with every order. Patrons may add an amount of their choosing towards the Leshner Center. Our historical donation volume includes:

Ticket Year	Donation Total	Number of Campaigns
2018-2019	\$119,006.47	29
2022-2023	\$55,964.45	21
2023-2024 ⁹	\$52,670.01	23

2.3 Point-of-sale Transactions

The current software provider also serves as a point-of-sale system for other transactions. This includes but is not limited to rental deposits, youth program tuition, costume or prop rentals, and commission payments for merchandise concessions.

The Bedford Gallery is interested in the possibility of using our next ticketing solution for their tour sales, merchandise, and art commission sales. Additional information about Bedford Gallery needs can be found in Section 3.10.

2.4 Ticket Office Equipment and other Ticket Agent Related Items

The City of Walnut Creek utilizes desktop computers with Office 365.

The Ticket Office uses networked Boca printers. Not every workstation includes a dedicated Boca printer. Ticket Agents have access to all network printers regardless of which station they are located.

The Ticket Office uses Cisco Agent software to manage the phone queue. Full-time Ticket Agents also have Cisco Supervisor software to monitor the phone queue and manage all Ticket Agent call activity.

2.5 Diablo Regional Arts Association Fund Development

The Leshner Center’s non-profit partner, Diablo Regional Arts Association (DRAA), currently maintains a separate donation management software (Donor Perfect). The City’s desire is to unify the donation management with the ticketing software and CRM, so that a full picture of each patron’s activity is available in one system.

Fund development features must include the option to track memberships (including expiration dates), confidential notes on prospects and contact meetings, and multiple designated funds and grants. Current transaction volume in Donor Perfect is approximately \$2 million annually.

⁹ As previously stated, the current 2023-2024 season ends June 30. This reflects donation data as of May 19, 2024.

Section 3. New System Requirements

Below is a summary of the needs and desired features of a ticketing solution and CRM. **Please describe in your response the full capabilities of your solution to address these needs.**

Items marked with “Demo Task” will be incorporated into the provided series of transactions to be performed by those vendors selected to present onsite demonstrations. These transactions will be routed through prescribed performances and subscription package configurations. We will also provide a listing of desired reports and information resulting from these transactions. These proof-of-capabilities demonstrations are not intended to be a generic demonstration of the application, but rather a demonstration of specific product functionality deemed most critical to the City using scenarios provided by the City.

3.1 Subscription and Single Ticket Sales

		Mandatory	Desired / Optional	Demo Task
1	Describe how your software handles subscription packages – both fixed and flexible packages in MULTIPLE VENUES. E.g. Some producers offer fixed packages that include productions in our Hofmann and Leshner Theatres. Illustrate the programming path for packages and populating rollover reservations from one season to the next.	X		X
2	Several companies use individual, reservation specific renewal forms. Describe how renewal forms can be generated and exported for subscription campaign efforts and mailings. Include what file formats these forms and reports are available in. Is this a process we can complete in house or is a project request for Support or our account manager? How many different renewal templates can your system accommodate at any given time?	X		X
3	For season rollover work, describe the successful rollover reporting and the exceptions reporting (for unsuccessful seating assignments). Is rollover a process we can complete in house or is a project request for Support or our account manager?	X		X

4	Explain how your software supports subscription campaigns, both new subscriptions and renewals, online in either single venue packages or multiple venue packages. Include how renewals with changes can be processed to deposit monies immediately and assign seat locations at a later time.	X		X
5	How are donations or up sell options (e.g. VIP add-ons) incorporated into the online subscription transaction path? Does this differ for renewals with no changes to the programmed reservation, renewals with changes (requiring the monies to be processed immediately and the seating assignments made at a later date), and new subscription orders?	X		X
6	Demonstrate the range and robust capabilities of promotional code triggered discounts. Illustrate any programming considerations (e.g. quantity minimum and maximums, date restrictions, price tier limitations, member or password only access, limited inventory, patron account or email domain limitation, etc.).	X		X
7	Demonstrate how promotional codes are programmed (e.g. does your solution provide the math for a 10% discount offer) and how inclusive and exclusive fees are considered.	X		X
8	Demonstrate how a mixed basket affects promo code offerings (e.g. Symphony offers a ticket discount but the patron is also buying improv tickets in the same transaction).	X		X
9	Describe the process involved with reissuing lost or forgotten tickets. Does this vary based on original delivery method of the order (e.g. printed and mailed tickets versus mobile or print at home tickets)?	X		X
10	Ticket Exchanges: <ul style="list-style-type: none"> Demonstrate the process for exchanging subscription tickets for different dates of the same production. How do you account for 	X		X

	<p>uneven exchanges in ticket value (e.g. a cheaper Wednesday night exchanging for a more expensive Sunday afternoon performance, and vice versa)?</p> <ul style="list-style-type: none"> • Demonstrate the process for exchanging non-subscription tickets where additional exclusive fees apply. Additional exclusive fees should not be “paid” with any ticket value due to exchanging into a less expensive performance. 			
11	<p>Explain how your system accommodates ticket transfers from one account to another. E.g. a parent passes away and the remaining parent wants the daughter to take ownership of the remaining subscription series. Or a group subscription order needs to roll into two different accounts for renewal.</p>	X		X
12	<p>Describe how best to sell and maintain Gift Cards or Gift Certificates within your software.</p> <ul style="list-style-type: none"> • What is the online purchase path for gift cards? • Do you offer an open value field for guests to specifically order a desired value? • Is there an option for the purchaser to designate a “To” mailing address and a custom message? 	X		X
13	<p>For phone room, ticket office or outlet purchases, illustrate how your system generates an automatic purchase email confirmation, if desired by the patron. Include a description of the system configuration required to send this email notification through the City’s Exchange email servers.</p>	X		X
14	<p>Describe your batch printing process.</p> <ul style="list-style-type: none"> • Include details on how batch printing considers an already printed order with additional tickets sold after being printed. 	X		X

	<ul style="list-style-type: none"> • Include details on how batch printing considers orders not fully paid. • Can other tasks be completed within your software by the same user performing the batch printing function? 			
15	Explain what delivery methods you are able to accommodate, including and not limited to, will call, mail, Print at Home, and paperless/mobile tickets. Is it possible to change method of delivery on completed orders? If so – how do you account for fees associated with delivery method on completed orders?	X		X
16	Demonstrate how season subscribers can purchase additional tickets at their qualifying subscription ticket price. How is this accomplished online and what information is made available for Ticket Agents during phone purchases in order to confirm season subscriber status or membership status?	X		X
17	Explain how your system can accommodate dynamic pricing requests from producers, including: <ul style="list-style-type: none"> • Pricing requests based on percentage of house sold • Pricing requests based on a particular date or time Include how these dynamic price changes are reflected in ticket return sales reports.	X		X
18	Describe how patron accounts or season orders can be flagged or marked as renewed (straight renewals or with a requested change). How is this information reportable for telemarketing efforts or additional mailings?	X		X

3.2 Patron Account Management

		Mandatory	Desired / Optional	Demo Task
1	Illustrate how robust your Patron Account management is within your system	X		X

2	Explain methods available for patron account maintenance, including but not limited to linking households or business or family accounts, merging duplicate accounts, recognizing nicknames (Mike/Michael or Peggy/Margaret), and auto formatting name or phone number or address information.	X		X
3	Explain how accounts created online are cross-referenced with already created accounts. Furthermore, describe how duplicate accounts are recognized or prevented.	X		X
4	Describe how specific patron memos or notes (e.g. accessible seating needs, donor status, or other customer service concerns) are available to the Ticket Agent when executing a sale or transaction. Note which fields are visible on the patron side of the account versus the Ticket Agent backend side of the account.	X		X
5	Explain what portions of the patron account are visible online by the patron. Include details such as sales history, active reservations, membership or subscriptions status, and donation activity.	X		X
6	Describe how account history is available to a Ticket Agent. This includes, but is not limited to, ticket purchase history, donation history, ticket print history, method of delivery history, and Access Control information.	X		X
7	Demonstrate how patron mailing or emailing list preferences are indicated within the patron account. California Law states that new accounts be opted out. <ul style="list-style-type: none"> • Indicate how easy, automatic, and transparent it is for a patron to opt-in or unsubscribe to mailing lists; both online and through a Ticket Agent. • Demonstrate level of opt-in or unsubscribe channel; mail versus email versus phone – either all or some. 	X		X

8	Describe your policies pertaining to the customer information obtained using your ticketing solutions. Identify who owns the information, how the information is secured and/or shared with other parties, and list any users of this customer information outside of the City's ticketing needs.	X		X
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3.3 Marketing and Reporting

		Mandatory	Desired / Optional	Demo Task
1	<p>Describe your standard suite of reports, and available export formats. Needs include but are not limited to:</p> <ul style="list-style-type: none"> • Sales/Settlement/End of Day <ul style="list-style-type: none"> ○ Event/Performance Sales Report, End of Day Deposit Report, and Sales Channel Report <ul style="list-style-type: none"> ▪ Explain how reports consider Inclusive fees, and how reports are generated to include and/or exclude Inclusive fees ▪ Explain how transaction range criteria could affect financial reporting, when generated on a day by day basis versus a range of consecutive dates. • Inventory <ul style="list-style-type: none"> ○ Event/Performance Seat Manifest with patron and ticket information, Subscription Rollover Manifest, Event/Performance Hold Manifest with patron and ticket information • Invoicing 	X		X

	<ul style="list-style-type: none"> ○ Bulk Purchase Invoicing, Subscription Renewal Invoicing, and Consignment Invoicing <ul style="list-style-type: none"> ▪ Explain how reports consider paid, unpaid, and partially paid invoices, and how batch or individual invoices are generated. ● Marketing <ul style="list-style-type: none"> ○ Patron account details by Event, Performance, Subscription, Genre, Price Code, Venue, Seat Map, Section, Row, Seat, and/or Patron Classification, Zip Code, Area Code, with or without Email, and/or Activity Date. <ul style="list-style-type: none"> ▪ Explain how reports are generated to include and/or exclude some or all of the above criteria (this and this but not that.) 			
2	Describe any advance reporting capabilities your software has. This includes but is not limited to the flexibility of reporting, ability to modify reports, ability to pull reports across activity (i.e. purchased to X event and has made a donation; purchased to X event and has not purchased to Y event) and ability to customize reports. Identity which advanced functionality we can complete in house or is a project request for Support or our account manager. What requests are billable items?	X		X
3	Several of our producers have reporting user access for their specific ticket sales and ticket buyer lists. Refer to Section 2.1.6 Producer/Reporting User for current usage. <ul style="list-style-type: none"> ● Do you offer reporting access on a privileged-based user configuration? 	X		X

	<ul style="list-style-type: none"> Demonstrate level of detail and customizable permissions by user. 			
4	Outline what reports may be scheduled for automated generation and email distribution. E.g. weekly sales reports scheduled eight weeks in advance of an event date. Include any email address limitations or quantity limits to these automated distributions.	X		X
5	What performance/show reports capture patron accessibility memos for wheelchair or other accessibility needs for house management and usher staff?	X		X
6	Describe analytic reporting opportunities for online sales or ability to integrate with a third party vendor.	X		X
7	Discuss your subscription reporting capabilities. Include subscription campaign sales reporting, renewal reporting, and telemarketing reports for unrenewed subscribers, and sales trend reporting (e.g. what packages are losing popularity with a campaign from year to year.) Explain how reports may be cross referenced with flagged or marked patron accounts or orders.	X		X
8	Producers often think in terms of percentage of performance house sold. Demonstrate whether your sales reporting calculates and illustrates the percentage of each performance sold. How does this calculation take into account inventory put on hold or assigned to allocations? Does your reporting include percentage of house sold by individual performance as well as total event (or reporting) range?	X		X

3.4 Accounting and Settlement

		Mandatory	Desired / Optional	Demo Task
1	As discussed in the Current Environment Overview, our financial reporting requirement is as follows:	X		X

	<ul style="list-style-type: none"> • End of Day Reporting balancing cashier or user drawer totals against any relevant Munis accounts. This includes, but is not limited to, ticket return event accounts, City fee accounts, donation accounts, and membership accounts. <ul style="list-style-type: none"> ○ In the case of group sales deposits, the daily deposits should reflect the value of monies received versus the full inventory value of the opened order. • Settlement reporting elements, as outlined in Section 2.2.5. Include event payment line totals, inventory information (price codes and associated ticket return revenue) by each performance and summary total for the event (or report range), and sales channel information for City fee schedule billable items. 			
2	How will your system accommodate the City's general ledger account code format? Refer to Section 2.2 for additional Munis code information.	X		X
3	Does your system have the ability to interface or integrate with the City's financial software, Tyler Munis ERP? If so, describe the capabilities		X	
4	Does your system have the ability to provide the full suite of financial and accounting reports in Excel or other data export formats? If so – please explain the functionality.	X		X
5	How does your system's daily receipt or deposit reconciliation reflect a breakdown and subtotals of the various payment types used by the City? Refer to the required information outlined in Section 2.2.3 End of Day.	X		X
6	Describe and demonstrate how your accounting, settlement, and EOD reports	X		X

	<p>reflect adjusted transactions, such as but not limited to refunds and exchanges within a mixed order that includes various types of fees, donations, memberships, and tickets.</p> <ul style="list-style-type: none"> Address refund and exchange financial priorities. Such as, first in, last out understanding, or by item type. 			
7	<p>How flexible are your available payment types? Can the City easily add or change payment types and/or categories? Refer to Section 2.2.4 Payment Types and Payment Categories. Ideally, payment types and/or categories can easily change or be added as demand needs.</p>	X		X
8	<p>Present an example of your End of Day (EOD) or deposit reconciliation report. Refer to other required EOD information in Section 2.2.3.</p> <ul style="list-style-type: none"> Is this report populated by inventory or monies received? Is this report generated by each user for their drawer's business? Does your system assign a unique number to each EOD receipt? 	X		X
9	<p>How are refunds reflected on financial reports, including EOD reports and performance inventory/sales reports? Demonstrate how refunded items are reflected item for item on financial reports.</p>	X		X
10	<p>If applicable to a transaction, how are sales tax amounts or commission rates reflected on your accounting reports? Can your commission reports calculate commission on ticket return revenue without inclusive fees?</p>	X		X
11	<p>Describe your requirements for credit card merchant set up and processing. Include available equipment such as chip readers, Apple Pay, or other considerations for accepting credit cards.</p>	X		X
12	<p>Describe the reporting provided for credit card transactions and reconciliation, including card authorizations, exchanges,</p>	X		X

	refunds, accounts receivable, and account credits.			
13	Describe your reporting for event settlement. Refer to Section 2 for required information and examples.	X		X
14	Describe your user and audit reporting capabilities. This includes but is not limited to transaction audit logs, refunds, cancellations, exchanges, or adjustment reporting.	X		X
15	Does your system clearly track who made any adjustment, and require, track, and report the amount date, reason, etc.? Please demonstrate the various audit trail reports available.	X		X
16	As indicated in Section 2, inclusive fees are included in every ticket price. In event advertising, this fee is included within the published ticket price. This fee is excluded from all producer reports. Demonstrate how your system can accommodate this on the front end (for Ticket Agents and online patron purchases) versus the backend reporting and accounting need.	X		X

3.5 Fund Development and Donor Reporting

		Mandatory	Desired / Optional	Demo Task
1	Discuss your system's fund development capabilities. Refer to Section 2.2.7 and 2.5 for our annual volume of donations and campaigns. Include what transactions may also be completed through an online purchase path.	X		X
2	Demonstrate your donation acknowledgement process including the degree of customization available for templates for exported letters or emails, and receipts/acknowledgments.	X		X
3	Address your fund development reporting suite, including but not limited to: <ul style="list-style-type: none"> • Gift listing with patron account information or anonymous gifts 	X		X

	<ul style="list-style-type: none"> • Historical giving by specific campaign • Cumulative patron giving across all campaigns and/or a selection of campaigns • Donor listing information by level • Yearly giving history by account or patron • Ticketing activity and attendance by member or donor level • Ability to report on matching gifts, made by organizations or individuals • Campaign and gift analysis reports (such as comparing previous year’s campaign to the current campaign and identifying lapsed donors) 			
4	Demonstrate how member or donor level status can trigger specific offers, packages or discounts. Illustrate how this information is available for Ticket Agent reference at the start of a transaction or once qualifying items are in an order. How is this information presented for online purchases once a qualifying donor patron account has the specific items in their shopping cart?	X		X
5	Does your system accommodate a “round up” or incremental campaign in the online and backend purchase path? If so, is this one designated campaign or can this donation round up ask be driven by the items in an order?	X		X
6	Does your system recognize a portion of a ticket purchase as being a donation? For example, we host several high dollar benefit concerts, where a portion of the \$250 ticket is a donation to the organization. How can these be acknowledged?	X		X
7	Discuss how your system tracks and administers multi-year pledges, including relevant reporting.	X		X
8	Demonstrate how your system allows for confidential notes on prospective donors and tracking contact notes. Include how this information can be kept separate for Ticket	X		X

	Agents and viewable only by designated Development staff.			
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3.6 Online and Mobile Experience

		Mandatory	Desired / Optional	Demo Task
1	Describe how online sales will mirror our branded website. How does this optimize for mobile navigation?	X		X
2	Explain your policies and procedures for integrating marketing content, audience engagement elements (e.g. streaming videos or photo elements), donor recognitions, and/or season sponsor ad placements into the online purchase path. Does this vary based on the items in the shopping cart?	X		X
3	Discuss the procedures for producers to place tracking through the online purchase path for online analytics. Include considerations for a mixed shopping cart, which include multiple producers desiring accurate online analytics, and any limitations to producer specific tracking.	X		X
4	Demonstrate how all patrons can select their own seat within all venues in both single ticket and subscription sales online. <ul style="list-style-type: none"> • Include how the ADA accessible seating purchase path is incorporated in an online transaction. • Can we restrict or control single seats left in a row? • Demonstrate these functions in all available platforms – desktop, mobile, and kiosk. 	X		X
5	Describe how your shopping cart criteria can trigger programmed discounts. Such as: <ul style="list-style-type: none"> • Groups of 10 or more for a single performance trigger a group discount price. 	X		X

	<ul style="list-style-type: none"> • Selection of three events trigger a flex package or offer an up sell for a fourth event to qualify for a discount. • Current subscribers are reminded of their qualifying subscription rate. • Discounts or offers based on previous purchases or orders. <p>How does your shopping cart isolate producer specific offers versus the whole basket as a quantity qualifier?</p>			
6	<p>Illustrate other up sell opportunities your online purchase path can accommodate. Does this incorporate any building amenities like:</p> <ul style="list-style-type: none"> • Prepaid event parking on a specific date? • Pre order drinks with a third party lobby bar concessionaire? 	X		X
7	Demonstrate current or planned integration with social media platforms during or after an online purchase.		X	
8	<p>Explain how online patron account management is linked with the back ticket office patron account management.</p> <ul style="list-style-type: none"> • What are unique qualifiers needed to create a new account? • Are patrons or Ticket Agents notified when a patron account already exists, even if some information is different? • Are patron accounts inclusive of all purchases – donations, tickets, gift cards, memberships, etc.? 	X		X

3.7 System Redundancies and Support

		Mandatory	Desired / Optional	Demo Task
1	Discuss what system redundancies are in place for your hardware and/or software. Include what systems are available for both Ticket Agent and online purchase, if they are not on the same redundancies.	X		X

2	<p>Have there been any situations in the last three years, when your system was unavailable to any portion of the ticket purchasing population? For each incident, please address the following items:</p> <ol style="list-style-type: none"> 1. Cause of the outage; the length of the outage; and what was required to bring the system back online. 2. What steps were taken to ensure the circumstances which caused the outage would not again render the system unavailable to ticket purchasers. 	X		
3	How is backup data stored and made available in the event of an outage or interruption?	X		X
4	Describe your Support plans or tiers; include the cost associated with each level of Support.	X		
5	If your system is hosted (e.g. SaaS or cloud), do you provide hosting in a secure, state-of-the-art data center? If applicable, please describe.	X		
6	If hosted, do you own and operate the data center? If not hosted, please identify the 3 rd party that is providing the hosting.	X		
7	If hosted, which auditing standard practices does the facility observe?	X		
8	Describe the high availability hardware (i.e. virtualization) and other techniques used for reliability and redundancy.	X		
9	If hosted, is the data center located, and all data stored, within the continental United States? If not, where else may data be stored or hosted?	X		
10	If hosted, is the data center located outside of the 50-year flood plain?	X		
11	If hosted, is the data center located at least 50 miles from all known earthquake fault lines?	X		
12	Does the hosted system provide system access on a 24x7x365 basis with a 99.99%	X		

	uptime? If not, please provide a clear description of the guaranteed availability.			
13	If your system is not hosted, describe the server hardware or virtual configuration, operating system, database, network, and any other infrastructure the City will need to provide.	X		
14	Maintenance/downtime must be scheduled outside of normal business hours, with at least 2 weeks advance notice to the City. Please provide clear description of your process for scheduling downtime and notifying the City.	X		
15	Do you provide technical support for system outages and response to priority service calls 24x7 with a 2-hour guaranteed response time? If not, please describe your technical response and priority call service level commitments.	X		
16	Describe how you ensure full system backups and provide recovery services to minimize impact to the City and our patrons.	X		
17	Is your system certified PCI-DDS compliant? If so, describe how you maintain compliance with PCI-DDS standards.	X		
18	Specifically discuss what measures and technologies are employed to protect the security of online ticket purchasers who use credit or debit cards to pay for their transaction.	X		
19	Describe the user authentication and password restrictions used in your system. Include Ticket Agent and patron criteria.	X		X
20	Does your system support role-based user privileged groups? If so, describe the capability. Refer to Section 2.1.6.	X		X
21	How are transactions and user activity logged and how long are such logs maintained?	X		X
22	How quickly and by what method(s) do you provide notification of any known or suspected breach? What investigation occurs after a known or suspected breach in order	X		

	to assess the breach and implement changes to remove the risk?			
23	What procedures have you implemented to address potential security breach notification requirements pursuant to California Civil Code or other regulations?	X		
24	Specifically describe any affirmative measures employed to identify any fraudulent or stolen credit cards or debit cards that individuals may attempt to use to obtain tickets.	X		
25	Identify the continuous measures taken by your company to deal with computer “bot” programs aimed at securing large volumes of inventory.	X		

3.8 Access Control

		Mandatory	Desired / Optional	Demo Task
1	Itemize the equipment and cost required for your Access Control/ticket scanning component. Include equipment specifics for scanning all forms of tickets (e.g. ticket stock, print at home, and mobile tickets.)	X		
2	Demonstrate how Access Control integrates with patron account management and ticketing history. How are successfully scanned/valid tickets indicated and is this information reportable?	X		X
3	Describe the routine (daily, weekly, monthly, etc.) for any server or software work needed to maintain your Access Control solution. Include any training information available.	X		
4	Illustrate the use of your scanning devices. How stable are the devices with regards to: <ul style="list-style-type: none"> • Strength of network connection in various locations? • Ease of use for paid staff or volunteers? • How quickly the device advances from one successful or not successful scan 	X		X

	to be ready for the next ticket/barcode? <ul style="list-style-type: none"> What delay may be involved with a last-minute purchase? 			
5	Discuss the Support resources available for device maintenance to ensure reliability.	X		
6	Explain how robust the gate and Access Control reporting capability is. Include reports for tickets not scanned and reports available to Ticket Agents during active ticket scanning.	X		X
7	Do you offer a visual of seats scanned on a seat map for a Ticket Agent to quickly reference?		X	

3.9 Ticket Office Operations

3.9.1 Ticket Office Equipment

		Mandatory	Desired / Optional	Demo Task
1	Itemize the equipment that would be needed in the main Ticket Office. Include the recommended specifications for Ticket Agent workstations, printers and any other equipment. Refer to Section 2 for current Ticket Office Environment.	X		X
2	Illustrate how your solution can accommodate networked Boca printers.	X		
3	What other equipment do you offer not currently used in our Ticket Office Operations (e.g. Kiosks for will call and ticket sales)?		X	

3.9.2 Facility Design and Ticket Design

		Mandatory	Desired / Optional	Demo Task
1	Demonstrate the process for creating and editing Venues and Seat Maps. Include considerations needed when editing Venues with existing Seat Maps, and considerations needed when editing Seat Maps for	X		X

	<p>performances with existing orders. Edits should include but are limited to:</p> <ul style="list-style-type: none"> • Venue name change • Seat Map Price Tier change by section, row or seat • Added or removed seats (e.g. unplanned pit seats) 			
2	<p>Explain how your system uses hold codes and other allocation tools to manage inventory. Include the following:</p> <ul style="list-style-type: none"> • How do these items translate to the patron’s view during online sales? • How do these items appear to a Ticket Agent? • Can hold codes be used to create custom online purchase paths, allowing only those patrons with the correct link or password to purchase a seat from within the hold? • How are these items reflected on sales reports and other inventory reports to accurately illustrate venue capacity? 	X		X
3	<p>Demonstrate how your facility design and venue seat maps appear to a Ticket Agent, as well as to the patron in a select your seat online purchase. What portions, if any, of the display are customizable? Do those customizations require a Support ticket or can they be made directly by staff?</p>	X		X
4	<p>How are architectural elements (such as stairs or ramps inside the house) represented online or to a Ticket Agent?</p>	X		X
5	<p>How are aisle seats, wheelchair accessible seats, obstructed view, or other seat considerations communicated online or to Ticket Agent?</p>	X		X
6	<p>Illustrate the various ticket layout options your system offers, including available lines and character limits, standard and custom templates, and test/preview options.</p>	X		X

3.9.3 Ticket Agent Needs

		Mandatory	Desired / Optional	Demo Task
1	How does your ticketing solution track and report accessibility information or other customer service considerations based on ticket orders and patron account information?	X		X
2	Illustrate where performance, event, producer, and venue information is housed within your ticketing solution for Ticket Agent reference. Provide information including but not limited to: <ul style="list-style-type: none"> • Performance Run times • Program or soloist notes • Pre or post show details available to all or select ticket holders • Producer public contact details • Venue description, address, contact details 	X		X
3	Do you offer a phone queue module or integrate with a third party provider for phone queue management? If so, discuss the system requirements and other considerations. Does it populate patron account information based on the incoming phone number?		X	

3.10 Lesher Center Administration and Bedford Gallery

		Mandatory	Desired / Optional	Demo Task
1	Explain your point of sale or cash handling option for non-ticketing needs. This includes, but is not limited to: <ul style="list-style-type: none"> • Space rental deposits, and prop/costume rental fees • Merchandise sales and Commission • Tours • Vending Machine Deposits 	X		X

	<ul style="list-style-type: none"> • Gallery Art Sales 			
2	For Gallery Art Sales, explain how your ticketing solution accommodates sale taxes (one or multiple, depending on the transaction). Also include how one payment can be divided into sales tax, artist commission, and City commission payments.	X		X
3	Explain how your ticketing solution may be suited for handing daily Gallery admissions. Refer to Section 2.3 for details.	X		X

Section 4. Proposal Submission Requirements

4.1 General Instructions

Proposals should be prepared simply, economically, and provide a straightforward, concise description of the vendor’s company, qualifications, proposed solutions, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Proposals should be organized consistent with the outline provided in this section of the RFP. Vendors must follow all formats and address all portions of the RFP set forth herein providing all information requested. Vendors must retype or duplicate any portion of this RFP for use in responding to the RFP.

4.2 Proposal Format

Proposals must be structured, presented, and labeled in the following manners:

- Transmittal Letter
- Table of Contents
- Section 1.0 Executive Summary
- Section 2.0 Company Information
- Section 3.0 Company Background
- Section 4.0 Company Qualifications
- Section 5.0 References
- Section 6.0 Proposed Solution
- Section 7.0 Implementation Approach
- Section 8.0 Other Requirements
- Section 9.0 Pricing
- Section 10.0 Additional Information

Failure to follow the specified format, to label the responses correctly, or to address all the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Proposals should not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must reference to the appropriate place within the body of the Proposal. Any information not meeting these criteria will be deemed extraneous and will not factor into the evaluation.

4.2.1 Transmittal Letter

The proposal must provide a written transmittal of the proposal in the form of a standard business letter. The Transmittal Letter will reference and respond to each of the following bulleted items:

- *Signature of a company officer empowered to bind the vendor to the provisions of this RFP and any contract awarded pursuant to it.*
- A high-level statement of the vendor's credentials to deliver the services sought under the RFP.
- A statement indicating the proposal remains valid for at least 90 days.
- A statement that the vendor or any individual who will perform work for the vendor is free of any conflict of interest (e.g., employment by the City or any other existing business relationship or arrangement with a City official or employee regarding this RFP).
- Identify any exceptions that the vendor wishes to take from the City's standard service terms and conditions as found in Appendix A.

The Proposal Transmittal Letter is limited to 2 pages.

4.2.2 Table of Contents

All pages are to be numbered and the table of contents should identify each major section.

4.2.3 Section 1.0 Executive Summary

This section of the proposal should provide a concise synopsis of vendor's proposal and credentials to deliver the services sought under the RFP. In addition, it should explain how the proposed solution will differentiate itself from other vendor solutions and the reasons the City should select the proposed solution. This may include a list of the unique features that give the vendor a competitive edge in ticket, donation, and customer management functionality, implementation, and hosting.

The Executive Summary is limited to 3 pages.

4.2.4 Section 2.0 Company Information

This section of the proposal must include the following company information:

- Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLC, etc.).
- Identify if the vendor is a subsidiary of a larger company. If so, whom?
- Provide the proposal contact name, address, phone number, and email address.
- Identify the location of company headquarters and office that will support the implementation.
- Identify the location of ongoing maintenance and support staff.
- Identify all subcontractors and associated scope of work.
- Identify any pending litigation against the vendor.
- Identify if vendor has filed any bankruptcy or insolvency processing in the last 10 years.
- Identify any mergers, acquisitions, or sale of the vendor company within the last five years. If so, provide an explanation with relevant details.

Vendors are required to provide all requested information. Failure to provide a full response may provide a basis of disqualification.

The Company Information section should not exceed 3 pages.

4.2.5 Section 3.0 Company Background

This section should identify the following:

- 3.1 – A description of the Vendor’s background, nature of business, and organizational history.
- 3.2 – A statement of how long the Vendor has been designing and maintaining ticketing and CRM solutions, as required by this RFP.
- 3.3 – Disclose the vendor’s annual company revenues and profit for the last 3 company years. It is acceptable to include this information as an appendix in the proposal.

The Company Background section should not exceed 3 pages.

4.2.6 Section 4.0 Company Qualifications

In this section of the proposal, the Vendor should identify company and staff qualifications and experience in implementing solutions. More specifically, this section should identify the following:

- 4.1 – Describe your experience with government owned arts centers with a diverse user base.
- 4.2 – Describe your experience in implementing ticketing solutions for a rental venue that hosts a variety of ticketing needs and diversity in user sophistication.
- 4.3 – Identify your existing client base including the number of clients you provided the services being proposed here.

The Company Qualifications section should not exceed 3 pages.

4.2.7 Section 5.0 References

The vendor must provide at least four references. At least two of the references should be for venues that migrated to the solution within the last three years. At least two references should be for clients that are government owned theaters or arts venues. The City prefers references from venues with similar demographics and ticketing needs. For each reference, Vendor should provide the following information:

- Entity name
- Customer contact information (name, title, phone number, and email)
- Scope of work performed identifying the services provided and solutions implemented
- Project start date and end date
- Website URL(s)

The Reference section should not exceed 6 pages.

4.2.8 Section 6.0 Proposed Solution

In this section, the Vendor should identify the proposed solutions up to and including the following:

- 6.1 – Provide a comprehensive overview of the solution proposed.
- 6.2 – Provide a written response that addresses each requirement in Section 3 individually. The first sentence of each requirement response should clearly indicate whether the vendor’s proposed solution meets, does not meet, or would require customization/third party solution. Vendors are encouraged to provide an adequate description of how the solutions meets the requirements to allow the evaluators to fully understand the features, functions, and capabilities.
- 6.3 – Based on the vendor’s experience and expertise, identify any additional proposed features, functions, or capabilities that the City should consider to meet the City’s stated goals.

The Proposed Solution section should not exceed 70 pages.

4.2.9 Section 7.0 Implementation Approach

In this section the vendor should address the following:

- 7.1 – Provide a project organization chart highlighting the key staff who will be assigned to accomplish the work required by this RFP and illustrating the lines of authority and designate the individual responsible for completion of each service component and deliverable. Provide brief biographies for the project manager and assigned key project personnel.
- 7.2 – Describe your implementation methodology and approach. This includes the tools and techniques that will be used and methodologies that the firm will employ.
- 7.3 – Describe the roles and responsibilities of both the City and Vendor staff during each emphasis of implementation. In addition, provide an estimated level of effort for the City staff during implementation.
- 7.4 – Provide a project schedule that includes all tasks, deliverables, milestones, and resources required. The City seeks a detailed understanding of the work plan that will be followed to ensure success.
- 7.5 – Describe your user acceptance testing methodology and criteria for success. Also, outline the responsibilities of City staff during user acceptance testing.

The Implementation Approach section should not exceed 10 pages.

4.2.10 Section 8.0 Ongoing Support and Hosting Services

In this section, the Vendor should address the following:

- 8.1 – Describe ongoing support processes, procedures, and methods. At a minimum, the description should identify hours of support, methods to access support, after-hours support, response time commitments, and escalation procedures.
- 8.2 – Describe proposed service level metrics and/or commitments.
- 8.3 – Describe software release/update frequency and procedures to perform updates.
- 8.4 – Describe the associated ongoing service level commitments that ensure a high performing software solution and stable online sales.
- 8.5 – Describe security and back up and disaster recovery processes and procedures.
- 8.6 – Discuss the vendor's philosophy and approach for ongoing research and development to advance the proposed solution and ensure it remains current to evolving technologies and standards.
- 8.7 – Describe the vendor's configuration and change management process. For the purposes of the vendor's response to the RFP, configuration management is the management of every aspect of a configuration from beginning to end (i.e. identification, planning, change control and management, release management, and maintenance.) Change management refers to the standardized methods and

procedures for handling of all changes to production hardware/software to minimize disruption.

4.2.11 Section 9.0 Pricing

The City is seeking a clear and comprehensive understanding of all costs associated with general ticket sales (ticket office, phone, and online), subscription, patron account management, access control, point of sale, financial and settlement reporting, fund development, marketing reporting, staff training and other needs addressed in Section 3 New System Requirements. In this section, the vendor must itemize all costs.

Vendor pricing should be provided for the following:

- Software licensing
- Hardware
- Hosting
- 3rd Party solutions
- Implementation services – provide level of effort and hourly rate by implementation phase
- Ongoing support and maintenance
- Optional products or services
- Travel
- Convenience and/or service charges for Lesher Center events
- Revenue Share (of the convenience and/or service charge) to the City
- All other charges and/or revenue sharing such as:
 - Credit/Debit Card fees
 - Handling or Processing fees
 - Print at Home fees
 - Mobile Ticketing fees
 - Gift Certificate and/or Gift Card fees
 - Ticket Insurance
 - Season or Subscription fees
 - Ticket Stock
 - Training
 - Access Control
 - Equipment Maintenance and/or Repairs
 - Any Marketing or Promotion financial incentives (i.e. advertising commitments, signing bonus, season ticket purchases, etc.)
- Any other revenue or expense not contemplated herein.

4.2.12 Section 10.0 Additional Information

In this section, the vendors are required to provide the following materials:

- Internal control/cash handling and auditing procedures and related reports that would be provided to the City.
- Examples of Settlement reporting provided for Internet-based transactions.
- Examples of the standard reports provided by the system. Include financial, accounting and reconciliation reports.
- Example of the user and administrative manuals.
- Example of a training manual.
- Any proposed software licensing, hosting, and maintenance and support agreements.

Section 5. Proposal Evaluation

A City Selection Committee will review all proposals to determine which vendors are qualified for consideration. The Selection Committee will be comprised of Leshar Center staff overseeing the Ticket Office and marketing programs, the Center’s General Manager, and a representative from Diablo Regional Arts Association.

The initial review will evaluate submissions for conformance to stated specifications in order to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements of the RFP. Following the initial review, the evaluators will complete a detailed review of vendor proposals to identify finalists for the proof-of-capabilities demonstrations. Proposals will be evaluated based on the following evaluation criteria:

Criteria	Percentage of Score
Quality, clarity, and responsiveness of proposal	5%
Ability to provide a ticketing solution and CRM that meets the current and future needs of the City	30%
Proven ability to plan, implement, and support the ticketing solution and CRM	30%
Anticipated value and price	15%
References for each of the primary product(s) and service(s) proposed	10%
Proposed timeline	10%

Section 6. Terms of RFP

The City reserves the right, at its sole discretion, to alter, amend, modify or cancel this solicitation at any time, including the modification of the deadlines and schedule and/or the scope of work, or to withdraw this solicitation, in whole or in part, at any time prior to the award of a contract pursuant hereto.

1. An applicant may withdraw and resubmit a proposal prior to the proposal submission deadline. No re-submissions will be allowed after the submission deadline.
2. The City may contact the references provided; contact any applicant to clarify any response; contact any current users of an applicant's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.
3. Each applicant must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, suspensions, any civil or criminal litigation or investigation pending which involves the applicant or in which the proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any applicant. The City reserves the right to reject any proposal based upon the applicant's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
4. The City reserves the right to accept or reject any or all proposals, in whole or in part, or to alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any minor defects, informalities, or irregularities in the proposals. The City also reserves the right to accept or reject any individual sub-consultant that a candidate proposes to use.
5. This RFP and the interview process shall in no way be deemed to create a binding contract or agreement of any kind between the City and any applicant. The City is not obligated to select an applicant with no or unsatisfactory related experience.
6. By submitting a response to this RFP, the selected consultant agrees to execute a master agreement with the City in the form attached to this RFP as Attachment A.
7. The City reserves the right to negotiate any and all terms of the master agreement and task orders, including the Term, Scope of Service and Compensation, with any applicant or no applicant.

8. Each applicant submitting a proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are the applicant's sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the applicant.
9. Each applicant acknowledges and agrees that all documentation and/or materials submitted with the proposal shall remain the property of the City.
10. Changes to the selected consultant's project personnel shall not be allowed without prior written approval by the City.
11. Pursuant to the California Public Records Act (California Government Code Section 6250 et. seq.) ("CPRA"), public records may be inspected and examined by anyone desiring to do so. All submitted proposals are considered public records subject to disclosure. Each applicant should be aware that although the CPRA recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which an applicant submits, is a trade secret. If a request is made for information marked "confidential", the City will provide the applicant who submitted such information with reasonable notice to allow the applicant to seek protection from disclosure by a court of competent jurisdiction.
12. The selected consultants shall procure at their own expense, and keep in effect at all times during the term of any agreement with the City, the types and amounts of insurance as specified in Attachment A to this RFP.
13. The selected consultant is required to provide a valid City business license number prior to contract approval.
14. By submitting a proposal, the applicant represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy- related conditions, political affiliations or opinion, age, or medical condition.
15. Any contract resulting from this RFP shall not be effective unless and until approved by the appropriate City officials.
16. Applicant understands and acknowledges that the representations above are material and important and will be relied on by the City in evaluation of the proposal. Submission of a proposal for this RFP shall constitute an agreement to all terms and conditions specified in the RFP.

Appendix

Appendix A – Standard Service Agreement Terms and Conditions

It is recognized that the formal basis of any agreement between the City and the vendor is a contract rather than a proposal. In submitting proposals, Vendors must indicate that they are prepared to complete the City's Agreement for Services as presented on the following pages. The RFP, vendor's proposal, and interview/demonstration results will become part of the agreement between the City and the successful vendor.

The selected vendor will be expected to accept these terms and conditions unless they otherwise take exception in their proposal.

City of Walnut Creek

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT (“Agreement”) is entered into on _____, 2024, between the City of Walnut Creek, a California municipal corporation (“City”), and _____ (“Consultant”).

RECITALS

- A. The City wishes to contract for professional consulting services.
- B. Consultant has the skill, experience, ability, background, certification and knowledge to provide the services. The City has reviewed and accepted Consultant’s qualifications.
- C. Consultant wishes to perform such professional services under agreement with the City.

NOW, THEREFORE, in consideration of the terms in this Agreement, the City and Consultant agree as follows:

AGREEMENT

- 1. **Services.** Consultant shall provide the professional services described in Exhibit A. The time of performance of the services under this Agreement is important to the City, and the time deadlines identified in Exhibit A shall be strictly construed.
- 2. **Compensation and Payment.**
 - a. Compensation. As full consideration for the performance of services under this Agreement, City agrees to pay Consultant, and Consultant agrees to accept from City, an amount not to exceed \$_____, including an accounting of time and materials expended for the entire project. Time and materials shall be billed at the rates set forth in Exhibit B.
 - b. Payment. Consultant shall bill City monthly for work completed, and City agrees to pay the invoice within 30 days of receipt.
 - c. Additional Services. Any additional services required beyond those set forth in this Agreement shall be performed only if mutually agreed to in writing by the parties.
- 3. **Term; Termination.**
 - a. Term. This Agreement shall begin upon execution by both parties and remain in effect until terminated under subsection (b).

b. **Termination.** City may terminate this Agreement without cause at any time and for any reason upon 10 days written notice to the Consultant. Upon receipt of any notice of termination, and if requested to do so by the City, Consultant shall stop work at the stage directed by City and shall deliver all drawings, specifications and documentation developed as of that stage.

Consultant shall accept as full payment for services rendered to the date of termination a pro rata share of the total Agreement payment based on the portion of work actually performed.

4. **Professional Efforts.** Consultant shall perform all services required in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession.

5. **Responsible Personnel.** Consultant represents that it is fully qualified to perform the services under this Agreement. Consultant represents and warrants to the City that Consultant has, and at all times during the performance of this Agreement shall, maintain all licenses, permits, qualifications, and approvals that are required for Consultant to practice Consultant's profession. Consultant shall assign only competent personnel to perform services under this Agreement. If the City, in its sole discretion, at any time, wishes the removal of any person(s) assigned by Consultant to perform services, Consultant shall remove any such person immediately upon receiving notice from the City.

6. **Facilities and Equipment.** Consultant shall, at its sole cost, expense, and liability; furnish all facilities and equipment that may be required for providing services under this Agreement.

7. **Independent Contractor.** Consultant, its agents, employees and independent contractors are and shall at all times remain as to the City wholly independent contractors. Neither the City nor any of its officers or employees shall have any control over the manner by which the Consultant performs this Agreement and shall only dictate the results of the performance. Consultant shall not represent that Consultant or its agents, employees or independent contractors are agents or employees of the City. Consultant is responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Consultant shall obtain no rights to retirement benefits or other benefits that accrue to City's employees, and Consultant hereby waives any claim it may have to those rights. Except as the City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of the City or to bind the City to any obligation.

8. **Interest of Consultant.** Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the geographical areas likely to be covered by this Agreement, or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's services under this Agreement. Consultant further covenants and represents that, in the performance of its duties; no person having any such interest shall perform any services under this Agreement.

If Consultant is determined to be a "Consultant" or a "designated employee" within the meaning of the Political Reform Act, Consultant will comply with the requirements of that Act by submitting a Statement of Economic Interest Form 700. (2 Cal. Code of Regs. §18701(a)(2).)

9. **Accounting Records.** The Consultant agrees to maintain all records and other evidence pertaining to costs incurred and work performed, and shall make them available at the Consultant's office during the Agreement period and thereafter for a period of three years from the date of receipt of final payment.

10. **Ownership of Documents and Data.** All data, maps, photographs, and other material collected or prepared under this Agreement, and all documents of any type developed or obtained by Consultant in the performance of this Agreement, shall become the property of the City.

11. **Indemnification.** Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the active negligence or willful misconduct of the City.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8. Except as otherwise authorized by Civ. Code § 2782.8, the cost to defend charged to any "design professional" shall not exceed the design professional's proportionate percentage fault.)

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Section 12 relating to insurance.

12. **Insurance.** Consultant shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
- (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
- (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
- (4) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.

b. Minimum Limits of Insurance. Consultant shall maintain policy limits of no less than:

(1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the combined single limit, with completed operations coverage.

(2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions/Professional Liability: \$1,000,000 per claim and annual aggregate. If Consultant maintains higher limits than the minimum required by this contract, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverage.

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Consultant's insurance shall 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.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Consultant for the City.

(3) Errors and Omissions/Professional Liability Coverage. Consultant's insurance shall include minimum Extended Reporting Period Coverage of three years.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

13. **Miscellaneous Provisions.**

a. Notice. Any notice to be given under this Agreement shall be given by enclosing it in a sealed envelope, first-class postage prepaid, and depositing it in the United States mail, addressed to the party at the following address. Notice shall be deemed received three business days after mailing, or upon personal delivery.

CITY: City of Walnut Creek
Attn: <<Name of City Staff Contact Person>>
1666 North Main Street
Walnut Creek, California 94596

CONSULTANT: <<NAME OF BUSINESS>>
Attn: <<CONSULTANT CONTACT PERSON>>
<<ADDRESS>>
<<CITY, STATE ZIP>>

- b. Assignment. This Agreement contemplates the personal services of Consultant and its employees and it is understood by both parties that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. Consultant shall not assign, subcontract or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the City.
- c. Business license. Consultant shall obtain a City business license before beginning work under this Agreement.
- d. Prohibited Interests. No officer or employee of the City shall have any direct financial interest in this Agreement. This Agreement is voidable at the City's option if this provision is violated.
- e. Governing Law; Venue. California law shall govern this Agreement. Any action to enforce or interpret this Agreement shall be brought in a court of competent jurisdiction in the County of Contra Costa, California.
- f. Incorporation. The Preamble, the Recitals, Exhibits and all defined terms set forth in both are incorporated into this Agreement by this reference. If there is a conflict between the body of this Agreement and an exhibit prepared by Consultant, the body of the Agreement shall control.
- g. Severability. Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- h. Authority. All parties executing this Agreement represent and warrant that they are authorized to do so.
- i. Entire Agreement; Amendments. This Agreement is the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by written agreement signed by both parties.
- j. Non-waiver. A party's waiver of any term shall not be deemed a continuing waiver or a waiver of any other term.
- k. Counterparts. This Agreement may be executed in counterparts.

14. **Signatures.**

<p>CITY OF WALNUT CREEK</p> <p>By: _____ City Manager</p> <p>Approved as to Form:</p> <p>By: _____ City Attorney</p>	<p>CONSULTANT</p> <p>By: _____</p> <p>Its: _____</p> <p>City business license # _____</p>
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Exhibits:

- A Scope of Services (Agreement Section 1.)
- B Rates for time and materials (Agreement Section 2.a.)

Appendix B – Americans with Disabilities Act (ADA) 2010 Revised Requirements

Ticket Sales

The Department of Justice published revised final regulations implementing the Americans with Disabilities Act (ADA) for title II (State and local government services) and title III (public accommodations and commercial facilities) on September 15, 2010, in the Federal Register. These requirements, or rules, clarify and refine issues that have arisen over the past 20 years and contain new, and updated, requirements, including the 2010 Standards for Accessible Design (2010 Standards).

Overview

Providing equal opportunity to people with disabilities is the fundamental principle of the Americans with Disabilities Act (ADA). This publication provides guidance on the

Department's new nondiscrimination requirements that apply to selling tickets for assigned seats at events such as concerts, plays, and sporting events. The requirements, which are identical for title II and title III entities, apply to tickets sold for single events and those sold for a series of events (e.g., subscriptions or season tickets).

The requirements, which went into effect on March 15, 2011, address:

- Ticket sales;
- Ticket prices;
- Identification of available accessible seating;
- Purchasing multiple tickets;
- Ticket Transfer;
- Secondary ticket market;
- Hold and release of tickets for accessible seating; and
- Prevention of fraud in purchase of tickets for accessible seating.

Over the past 20 years, some public and private venues, ticket sellers, and distributors have not provided the same opportunity to purchase tickets for wheelchair-accessible seats and non-accessible seats. The general public has been able to directly and immediately purchase tickets for non-accessible seats, whether through a venue's Internet site or its ticket office, or through a third-party Internet based vendor. However, these direct purchase options have simply been unavailable to many individuals with disabilities because transactions frequently could not be completed. Instead, the purchaser was directed to send an e-mail or to call a separate telephone number to request tickets and wait for a response. These burdensome policies still exist, making it difficult or impossible for those who require accessible seats to purchase tickets, especially for popular events that sell out in minutes. As of March 15, 2011, venues that sell tickets for assigned seats must implement policies to comply with the new ticketing requirements.

What is an Accessible Seat and Who Can Use One?

Accessible seats are spaces specifically designed for wheelchairs and include features such as an accessible approach, location at grade, clear floor space, and larger dimensions. For information about the number, dimensions, and features of accessible seats, please see the 2010 ADA Standards for Accessible Design (2010 Standards), sections 221 and 802.

Aisle seats with retractable or removable armrests, which are called "designated aisle seats" and can be used by some people with disabilities, are not covered by these ticketing requirements.

People with mobility disabilities who require accessible seating because of their disability are permitted to purchase tickets for accessible seats. This group includes people who use wheelchairs, those who use other mobility devices, and people who cannot climb steps or walk long distances because of significant arthritis or severe respiratory, circulatory, or cardiac conditions. Individuals who, because of their disability, cannot sit in a straight-back chair or those whose service dogs cannot fit under a non-accessible seat or lie safely in the aisle are also permitted to purchase accessible seats. Tickets for accessible seats may be sold to individuals who require accessible seating themselves or to someone purchasing on their behalf. People with disabilities who do not require the specific features of accessible seating but merely have a preference for them are not entitled to purchase accessible seats.

Ticket Prices

Venues cannot charge higher prices for accessible seats than for non-accessible seats in the same seating section. This concept also applies to service charges added to the cost of a ticket, whether charged by the venue or a third-party seller. Venues must offer accessible seats in all price categories available to the public.

Many existing facilities may not have accessible seating in all price categories because of existing architectural barriers. Under the ADA, a venue must remove such architectural barriers where doing so is readily achievable. What is readily achievable ("easily accomplishable and able to be carried out without much difficulty or expense") depends on the venue's architectural structure and resources. In those situations where it is not readily achievable to remove the barriers in a part of an arena or auditorium, the venue must offer a proportional number of seats in an accessible location at the same price. The ratio of the total number of seats in the non-accessible price level to the total number of seats in the venue is used to determine the number of accessible seats that must be provided in an accessible location.

For example, Sections 221.1 and 221.2 of the 2010 Standards require a 1000-seat venue to have 10 wheelchair-accessible seats dispersed horizontally and vertically. The venue, built in 1980, has 200 seats in its inaccessible upper balcony where tickets are generally priced at \$50. The total number of seats in the venue divided by the total number of seats in the upper balcony (1,000 divided by 200) is 20 percent. The venue must relocate 20 percent of its required accessible seating (in this instance, two seats) to an accessible location at the \$50 price level (for individuals with disabilities and their

companions). These seats must be in a comparably priced or better location. The venue cannot relocate the \$50 accessible seats to a section where the tickets cost less than \$50.

Identification of Available Accessible Seating

Venues and third-party sellers must provide the same information about accessible seats as provided about non-accessible seats, using the same text and visual representations. Typically, information about location, price, view, and seat availability is provided. Accessible seats must be described in enough detail to permit the purchaser to determine if a seat meets his or her needs. If a venue has detailed maps or displays of seating configurations on its website or if it provides seating information in its pamphlets or brochures, including information for particular events or shows, it must include information on accessible seating in the same detail as is provided on non-accessible seating.

Purchasing Multiple Tickets

People purchasing a ticket for an accessible seat may purchase up to three additional seats for their companions in the same row and these seats must be contiguous with the accessible seat. Accessible seats may be used as companion seats. If contiguous seats have already been sold and are not available, the venue must offer other seats as close as possible to the accessible seat. If those seats are in a different price category, the venue is not required to modify the price and may charge the same price as it charges others for those seats. Where a venue limits ticket sales to fewer than four tickets, those limits also apply to tickets for accessible seats. Similarly, when a venue allows the purchase of more than four tickets, that policy also applies to tickets for accessible seats, but only three companion seats must be contiguous with the accessible seat.

Group Sales

Many venues offer a group sales rate for groups of a pre-determined size. If a group includes one or more individuals who need accessible seating, the entire group should be seated together in an area that includes accessible seating. If it is not possible to seat the entire group together and the group must be split, the tickets should be allocated so that the individuals with disabilities are not isolated from others in their group.

Hold and Release of Tickets for Accessible Seating

Generally, tickets for accessible seats may not be sold to members of the general public who do not need the specific features of accessible seats. However, in three specific circumstances, unsold accessible seats may be released and sold to members of the general public:

- when all non-accessible seats have been sold (excluding luxury boxes, club boxes, suites, and seats the venue holds back when declaring a sell-out); or
- when all non-accessible seats in a particular seating section have been sold, unsold accessible seats in that section may be released; or
- when all non-accessible seats in a particular price category have been sold, unsold accessible seats in that price category may be released.

Venues must select only one of these options for declaring a sellout for an event.

Another option may be selected for a different event. However, venues are not required to release accessible seats and may choose to hold back all or a portion of the remaining accessible seats.

Accessible seats for a series, subscription, or season ticket may be sold to members of the general public in the same three circumstances – in the case of a sell-out of all nonaccessible seats, of all non-accessible seats in a particular seating location, or all nonaccessible seats in a particular price category. However, in order to avoid foreclosing the availability of accessible seating for years in the future, venues must set up a process to prevent automatic renewal of accessible seats that have been sold to the general public. One way venues can accomplish this result is by advising an individual ticket purchaser who is receiving accessible seating, at the time of purchase, that, whenever other patrons in non-accessible seats fail to renew their subscriptions, the venue will only allow this particular individual to renew by switching that individual to non-accessible seats in the same section or price level. Of course, if no comparable non-accessible seats become available, the venue may continue to allow this individual to renew the use of the accessible seats until comparable seats become available.

Ticket Transfers and Secondary Ticket Market

If venues permit patrons to give or sell their tickets to others, the same right must be extended to patrons with disabilities who hold tickets for accessible seats and to persons with disabilities who intend to buy or receive tickets on the secondary ticket market. An individual with a ticket for an accessible seat may transfer it to anyone, including someone who does not have a disability. Venues cannot require that accessible seats only be transferred to someone with a disability.

An individual who has purchased a non-accessible seat through the secondary market but needs an accessible seat must be permitted to exchange the ticket for a comparable accessible seat, if one is available. A venue may choose to move a patron to another seat in order to give that accessible seat to a patron with a disability who requires it, but is not obligated to do so.

Prevention of Fraud in Purchase of Tickets for Accessible Seating

Venues cannot require proof of disability as a condition for purchasing tickets for accessible seats. However, venues and third-party vendors may take steps to prevent the fraudulent sale and use of accessible seating. For single event tickets, venues may ask purchasers to state that they require, or are purchasing tickets for someone who requires, the features of an accessible seat. For series of events tickets, purchasers may be asked to attest in writing that they require, or are purchasing tickets for someone who requires, the features of an accessible seat. These steps may be used in all sales, including those over the Internet. Venues may also mark tickets to clearly identify that they are for accessible seats. Some venues include on tickets for accessible seats a message stating that, if the user of the ticket does not need the specific features of the accessible seat, the venue may require the ticket holder to move to a different, non-accessible seating location.

Venues may investigate the potential misuse of accessible seats where there is good cause to believe that such seating has been purchased fraudulently. Purchasers may also be warned that if accessible seating has been purchased fraudulently, they are subject to investigation and/or relocation. Providing additional information about the features of other types of seats (e.g., seats that can be accessed without steps, designated aisle seats, or seats located close to exits) may assist patrons to determine which type of seat meets their specific needs. Venues must not, however, use this process to steer patrons with disabilities to particular seat types or locations.

Staff Training

A critical and often overlooked component of ensuring successful compliance is comprehensive and ongoing staff training. You may have established good policies, but if your staff are not aware of them or do not know how to implement them, problems can arise. Venues of all sizes are strongly encouraged to educate venue managers, ticket office staff, individuals answering phones or responding to Internet inquiries, and any other staff involved in ticket sales about the ADA's requirements. Other paid or volunteer staff who interact with the public (e.g., ushers, event security) should also be trained. Ticket distributors and third-party ticket vendors are also strongly encouraged to provide ongoing training to their staff about these requirements.

For more information about the ADA,

ADA Website

www.ADA.gov

To receive e-mail notifications when new ADA information is available, visit the ADA Website's home page and click the link near the top of the middle column.

ADA Information Line

800-514-0301 (Voice) and 800-514-0383 (TTY)

24 hours a day to order publications by mail.

M-W, F 9:30 a.m. – 5:30 p.m., Th 12:30 p.m. – 5:30 p.m. (Eastern Time)

to speak with an ADA Specialist. All calls are confidential.

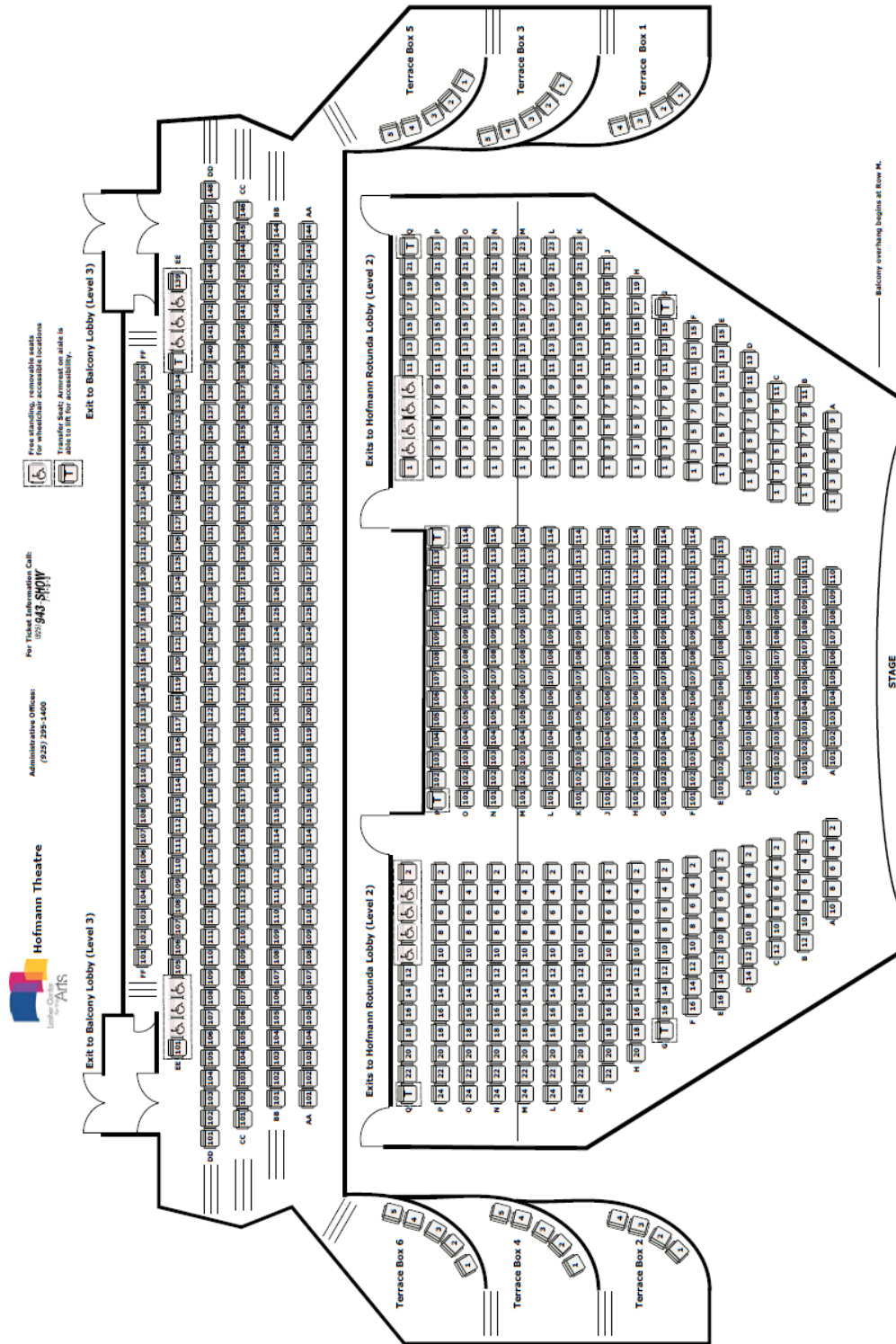
For persons with disabilities, this publication is available in alternate formats.

Duplication of this document is encouraged. July 2011

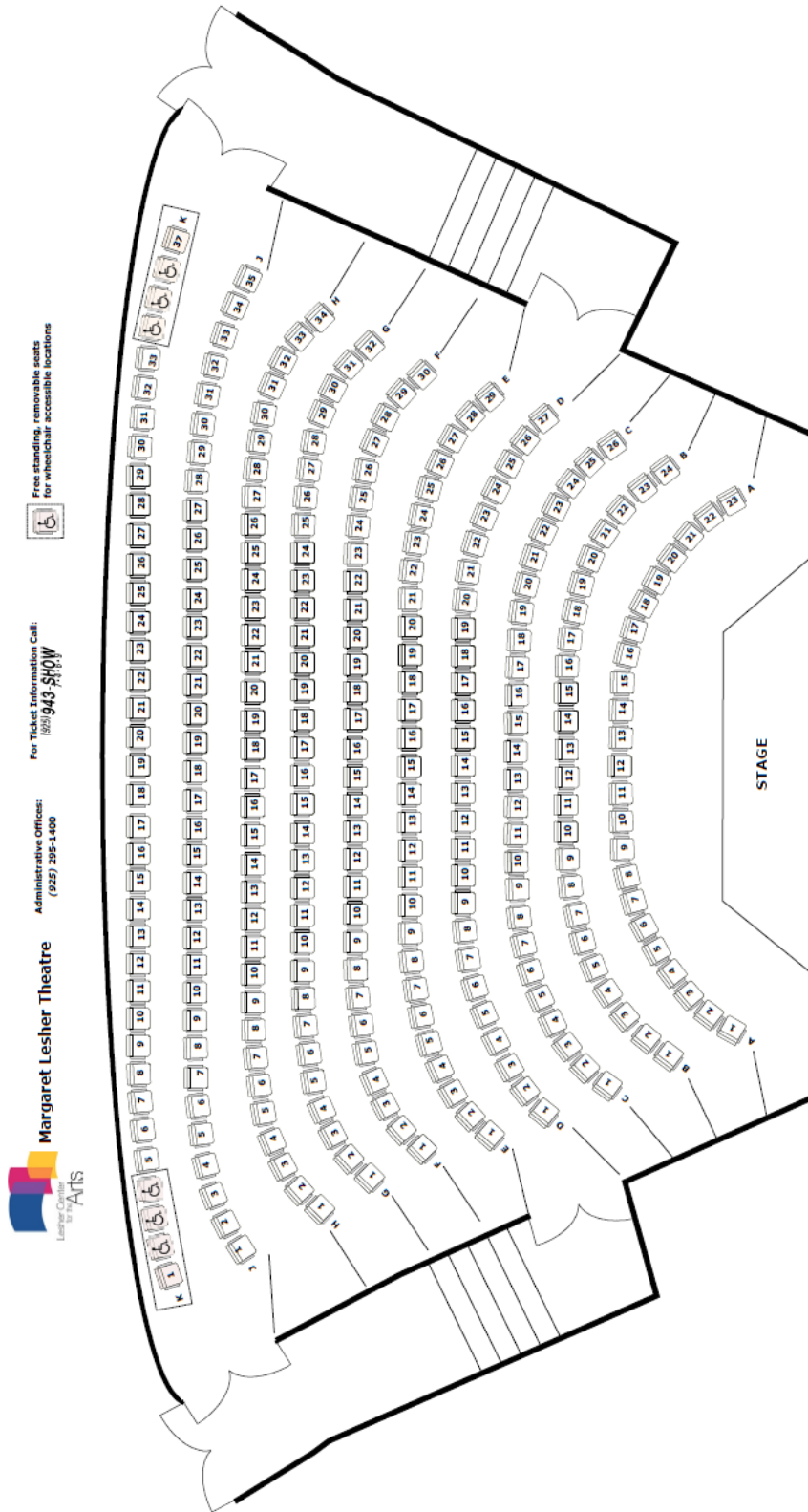
Appendix C – Current Lesher Center Venue House Maps

Seating charts may also be downloaded from: <https://www.lesherartscenter.org/plan-your-visit/theatre-seating-charts>

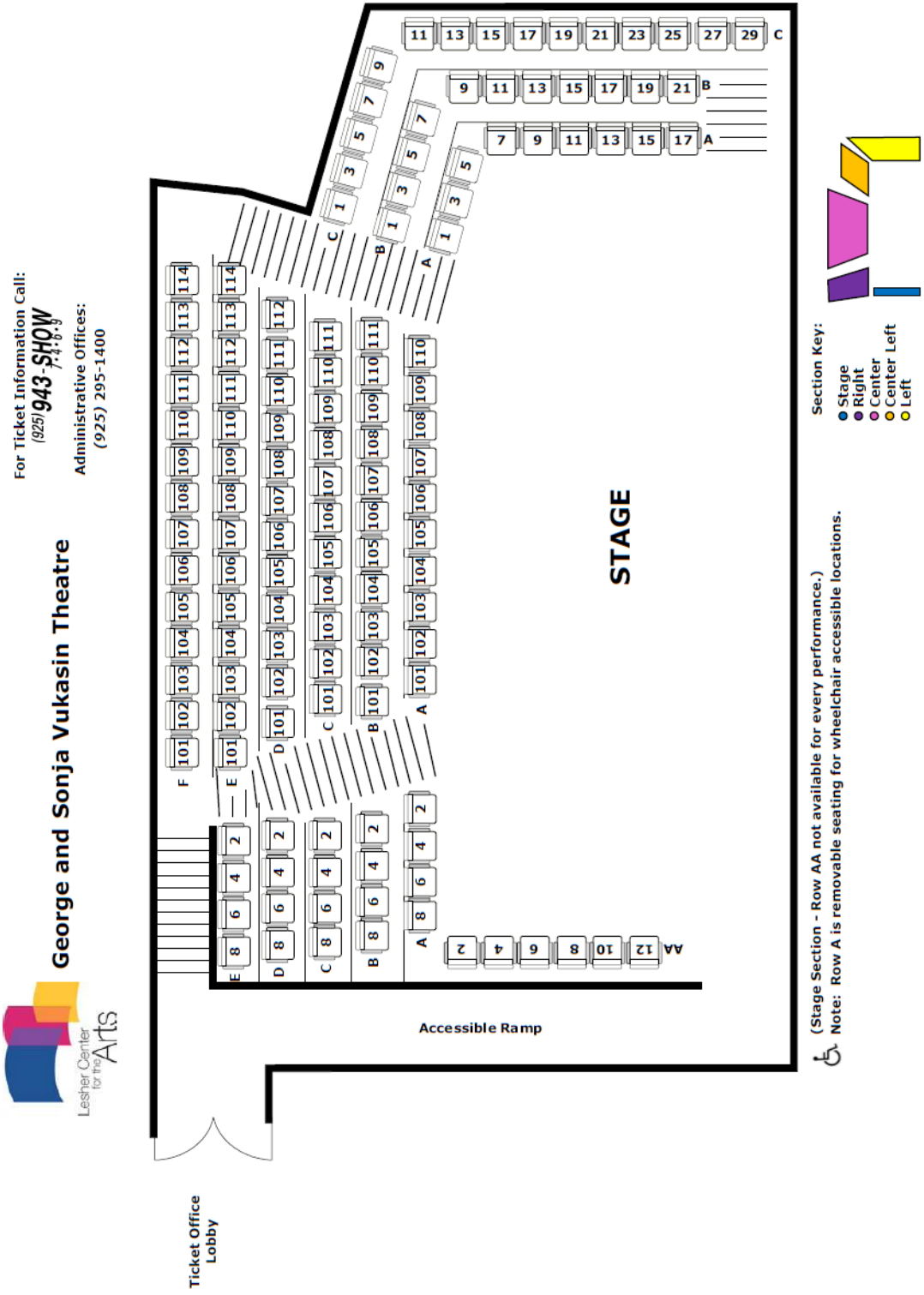
Hofmann Theatre – capacity 785 seats



Margaret Lesher Theatre – capacity 297 seats



George & Sonja Vukasin Theatre – capacity 133 seats



For Ticket Information Call:
 (925) 943-SHOW / 741-037
 Administrative Offices:
 (925) 295-1400



(Stage Section - Row AA not available for every performance.)
 Note: Row A is removable seating for wheelchair accessible locations.