



SANDY SPRINGS™

GEORGIA

REQUEST FOR PROPOSALS (“RFP”) #20-006

City of Sandy Springs
Performing Arts Center
Ticketing System
And Operations

Pre-Proposal Conference: July 30, 2019, 11:00 AM EST
City of Sandy Springs City Hall, Barfield Training Room - 2nd Floor
1 Galambos Way, Sandy Springs, Georgia 30328

Proposals are due no later than:
August 14, 2019, 2:00 PM EST.

Sealed responses to this RFP (“Proposals”) will be received no later than August 14, 2019, 2:00 PM EST. The City of Sandy Springs will only accept online submissions for this RFP through the Bonfire Portal at: <https://sandysprings.bonfirehub.com/projects/view/17106>.

Any Proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

General Information:

1. All communications regarding this solicitation shall be with the assigned Procurement Officer, Dezirae Gaines at purchasing@sandyspringsga.gov.
2. All questions or requests for clarification shall be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/17106>. Questions are due no later than August 2, 2019; 5:00 PM EST. Questions received after this date and time may not be answered.
3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information related to this solicitation will be posted on the Bonfire website at: <https://sandysprings.bonfirehub.com/projects/view/17106>. It is the Offeror’s responsibility to check the Bonfire portal for any addendums or other communications related to this solicitation.
4. The form of contract (“Model Contract”) the City intends to execute with the selected Offeror is included as Attachment C for your review.
5. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.
6. A checklist is provided with this RFP for your convenience. It should not be submitted with your Proposal.

TABLE OF CONTENTS

PROPOSAL SIGNATURE AND CERTIFICATION

CORPORATE CERTIFICATE

OFFEROR'S RFP CHECKLIST

SECTION 1: INTRODUCTION

SECTION 2: SCOPE OF WORK

SECTION 3 TECHNICAL REQUIREMENTS

SECTION 4: SUBMITTAL OF PROPOSAL

SECTION 5: CONTENTS OF PROPOSAL, EVALUATION CRITERIA AND SELECTION PROCESS

SECTION 6: PRE-SUBMITTAL INQUIRIES

SECTION 7: COMMUNICATION

SECTION 8: SCHEDULE OF EVENTS

SECTION 9: TERMS AND CONDITIONS

ATTACHMENT A: MODEL CONTRACT, which includes all Exhibits attached thereto including:

- Offeror's Proposal
- Fee Schedule
- Certification of Contractor - Georgia Security and Immigration Compliance Act
- Certification of Consultant - Drug-Free Workplace
- Affidavit Verifying Status for City Public Benefit Application
- Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)
- Insurance Requirements
- Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964

ATTACHMENT B: QUESTIONNAIRES

- General Questionnaire
- IT Questionnaire

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Print/Type Offeror Name: _____

Authorized Signature for Offeror: _____

Print/Type Name of Authorized Signatory: _____

Date: _____

CORPORATE CERTIFICATE

I, _____, certify: that I am the Secretary of the company named as Offeror in the foregoing Proposal; that _____, who signed said Proposal on behalf of the Offeror, was then (title) _____ of said company; that said Proposal was duly signed for and in behalf of said company by authority of its governing body, and is within the scope of its corporate powers; that said company is organized under the laws of the State of Georgia.

This _____ day of _____, 2019.

CORPORATE NAME: _____

d/b/a: _____

(Authorized Signature)

Print/Type Name of Authorized Signatory: _____

(Seal)

OFFEROR'S RFP CHECKLIST

Critical Things to Keep in Mind When Responding to an RFP for the City of Sandy Springs ("City")

1. _____ Read the *entire* document. Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2. _____ Note the Procurement Officer's name, address, and email address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. _____ Attend the pre-Proposal conference, if scheduled. This conference provides an opportunity to ask clarifying questions, obtain a better understanding of the project, or notify the City of any ambiguities, inconsistencies, or errors in the RFP. This conference is not mandatory.
4. _____ Take advantage of the "question and answer" period. Submit your questions to the Procurement Officer by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for this RFP will be posted on the City's purchasing page at <http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements>.
5. _____ Follow the format required in the RFP when preparing a response to the RFP ("Proposal"). Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City will know what your firm's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposals are evaluated based on the information and materials provided in response to the RFP.
7. _____ Use the forms provided with the RFP, if any.
8. _____ Check the City's website for RFP addenda before submitting a Proposal at <http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements>. If any exist, you must submit a signed cover sheet for each addendum issued along with your Proposal.
9. _____ Review the RFP again to make sure that you have addressed all requirements. Your original Proposal and the requested copies must be identical and complete. The copies are provided to individuals evaluating Proposals and will be used to rank your Proposal.
10. _____ Submit your Proposal on time. Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late Proposals will not be accepted.

This checklist is provided for assistance only and should not be submitted with your Proposal.

SECTION 1: INTRODUCTION

The City of Sandy Springs was incorporated in 2005. At the time, the City lacked a center point and a traditional component of most cities – a town square. That challenge presented the community with the unique opportunity to craft its downtown from scratch. After a public-involved planning process to develop a master plan for the City’s downtown area; the community asked for the creation of a unique, vibrant, walkable City Center, which incorporates mixed-use development, introducing new dining, high-end residential living, and amenity retail and entertainment options. The community also sought an appropriate setting for a performing arts facility.

The results were a complex which features a main theatre designed to support a wide-range of programs and activities. Sizeable at 1,070 seats, the Byers Theatre also incorporates a sense of intimacy ideal for theatre productions. Versatility is the best adjective to describe the Studio Theatre which provides the right sized venue for smaller productions, in addition to its flexibility to meet the needs of corporate meetings and events.

The mission of the Sandy Springs Performing Arts Center is to enhance the quality of life of the Sandy Springs community by providing diverse arts, entertainment, educational, business, and civic opportunities.

The City of Sandy Springs is interested in maximizing the impact of the expenditures as it relates to achieving additional value that would further benefit the City of Sandy Springs and its operations, as well as its community of citizens and tax based funding. As such, Offerors are encouraged to consider, develop, and propose value added concepts, programs, components that would further enhance the services/acquisition represented in this Request for Proposals. Suggestions for value added components include without limitation: Incentive and rebate programs, recommendations for enhancements, additional items to be provided to the City of Sandy Springs.

SECTION 2: SCOPE OF WORK

The City of Sandy Springs is requesting proposals for a Ticketing Solution and Implementation for the City Springs Performing Arts Center annual offerings of events. Events consist of over 250 national and local (presented and rental) performances in three major venues, The Byers Theater (1075 seat capacity), The Studio Theater (400 seat capacity), and City Green (2,500 standing room capacity).

The proposal shall provide a detailed written description of the firm’s understanding of the project as well as their unique approach to overcoming any implementation obstacles. The proposal is also required to identify the staff (including potential subconsultant team members) to be utilized to complete the following tasks.

- The successful vendor will provide extensive project management for the implementation of the proposed ticketing management system;
- The vendor is expected to guarantee the successful and timely completion of those aspects of the project over which it has control;
- The vendor must provide a project plan for achieving the objectives of the project including an explanation of the role of all vendor personnel, the role of City of Sandy Springs staff and an overall project timeline;
 - Key components of the project plan will include an estimated timeframe, overview of deliverables, assumptions and assumed vendor and the City’s responsibilities;

The successful contractor shall employ a competent project manager who shall be the primary representative for the Contractor and all communications given to, and all decisions made by, the project manager shall be binding to the Contractor. Notwithstanding, the project manager shall be considered an employee of the Contractor under its sole direction and not an employee or agent of the City of Sandy Springs. The project manager duties include, but are not limited to:

- The management of the project plan and master schedule with identifiable milestones;

- The facilitation of communication;
- The ability to make commitments and decisions on behalf of the vendor;
- The management of project progression, including issues and potential changes;
- The participation of progress review meetings;
- The ability to provide bi-weekly status reports.

Services must be completed no later than December 31, 2019. Accordingly, the completion date specified by the Offerors as part of their Response shall serve as a criterion for awarding this Solicitation. The City of Sandy Springs reserves the right to award to other than low bidder when the higher bidder provides a better completion date. It shall be understood therefore, that the City of Sandy Springs may cancel the contract for cause if the awarded Offeror fails to complete the service within the period specified in the Response. It shall be further understood that the City of Sandy Springs may, in its best interest, purchase the services from another vendor and seek re-procurement charges from the defaulted vendor.

SECTION 3: TECHNICAL REQUIREMENTS

The City requires functionality that includes without limitation:

- A. Provide Internet-based administrative platform to build events/performances, sell tickets, access reports, etc., from any off-site terminal with internet access. The platform should allow City staff to create detailed venue, event, and season building with maintenance capabilities:
 - Creation of house seating plans. Ability for the City to also create and edit house seating plans; Required
 - Permission to create assigned and general admission seating events or a combination of both; Required
 - Multiple price capability in same seating area based on membership and special offers; Required
 - Designation of handicapped accessible, wheelchair, and other special seating; Required
 - Repricing of seats after they have gone on sale; Required
 - Ability to maintain ticket classification after ticketing changes, for example, tracking subscription ticket price-type when exchanged; Highly Desired
 - Archived records of past events, performances, seasons etc.; Required
 - Physical ticket design customization including barcode and system data; Required
 - Printed ticket design customization including barcode, ticketing data and advertising space; Required
 - Mobile ticket design customization including barcode, ticketing data and advertising space; Required
 - Header ticket design with mailing information to be inserted into window envelopes for USPS delivery; Required
 - Creation/change of online Coupon/Discount Codes and Passwords to unlock sale access to designated customer base; Required
 - Assignment of "genre" of programming for marketing purposes (country music, standup comedy, musical, etc.); Required
 - Process ticket sales, memberships and contributions; Required
 - Process non-financial/non-allocated transactions such as event registration; Desired
 - Ability to create real-time web-based reports that can be shared with partners based on permissions; Required
 - Ability to create test environment not viewable by the public; Required
 - Ability to execute test transactions; Required
- B. Provide a thoughtful and intuitive customer online purchasing interface utilizing one of the following methodologies:
 - **Integration with City Springs.com (the City's preferred methodology)**

- Front-end (React) PCI compliant integration of transactional activities so users never leave the CitySprings.com website; Required
- Transactional templates should be styled in such a way that the interface is indistinguishable from content hosted on CitySprings.com; Required
- Back-end (Drupal 8) event data integration; Desired
- Back-end (Drupal 8) customer login and purchase history integration; Desired
- **Ticketing transaction portal (alternative methodology)**
 - Provides an end-user experience that transfers the user seamlessly from CitySprings.com directly into the ticketing transaction process and returns them to CitySprings.com on completion or for further event discovery. Vendor should be able to fully demonstrate a seamless user experience and offer examples of other venues where they have successfully accomplished this; Required
 - Portal should be wholly transactional and should not confuse end-user with an event discovery system; Required
 - If a recommended event function exists, it must link the user back to CitySprings.com; Required
 - Gateways for individual events or that can be linked to from “event detail” pages on CitySprings.com; Required
 - PCI Compliance; Required
 - The portal should be styled to maintain the design-system of City Springs.com; Required
 - The ability for City staff to directly manage the portal via a back-end interface; Desired
 - The ability for City staff to edit a style sheet (CSS) for the portal; Highly Desired
 - ADA Compliance - WCAG 2.0, Level AA; Required

C. Provide customer online experience and purchasing functionality:

- Sale of single and group tickets for all performances; Required
- Creation of customer-friendly visual representation of seating for website end-users; Required
- Offer users a photographic “view from seat” function; Desired
- The selection of assigned seats when available; Required
- Generation of unique log-in accounts, patron and transaction IDs; Required
- Update of customer account, contact, and password information; Required
- Sale and renewal of Membership and Subscriptions from year to year; Required
- Purchase of gift certificates; Required
- Ability to pay for ticket using credit cards, gift certificates and/or discount codes; Required
- Purchase of merchandise (tee-shirts, coffee mugs, etc.); Highly Desired
- Archived records of past events, performances, memberships, etc.; Required
- Physical ticket printing from home; Required
- Add donation to ticket sale without generating a fee on the donation; Highly Desired
- Ability to upsell opportunities(i.e. F&B, Hospitality); Required

D. Provide in-house City staff functionality to include all customer online purchasing functionality described above as well as:

- Purchases by cash and check; Required
- Refunds and customer credit; Required
- Global batch ticket printing with the ability to print all unprinted orders in a single action for mail and will call; Required
- Holding seats to be paid for at a later date; Required
- Visual representation of seat sales status in seat map; Required
- Setting specific permissions to individual operator accounts; Required

- Generate operator history report with various parameters; Required
- Complimentary ticket assignment by type (artist, donation, media, etc.) without incurring "per ticket" charge; Required
- Generate template and staff-customized PDF and Excel reports including manifest, patron data, sales data with filtering and customizable parameters; Required
- Automatic sell-out/near sell-out notification; Highly Desired
- Track customer and gift card balances; Required
- Easy customer invoicing for group sales; Desired

E. Provide subscription, fundraising, donation, and other development tracking features:

- The ability to sell subscriptions at various levels; Required
- Print membership cards; Desired
- Automated subscription renewals; Desired
- Capability to interface with donor management CRM solutions;
- Generate subscriber and donor transaction history based on date range, membership level, contribution amount, etc.; Required
- Register and/or pay for subscriber or fundraising events; Required
-

F. Financial reporting features:

- Customized, downloadable and on demand Excel spreadsheets with adjustable parameters; Required
- Ability to create ad-hoc reports querying on any data field; Required
- Daily, weekly, monthly and yearly transactions records by cash, check, credit card, Gift Certificate, Patron credit, etc.; Required
- Transactions by payment method and varying time period per operator; Required
- Credit card transactions breakdown (e.g. Visa vs MasterCard); Required
- Complimentary tickets by various parameters; Required
- Event/Performance closeout that provides separate details on box office fees, various ticket prices, coupons/discounts applied, etc.; Required
- Breakdown of each event/performance by sales channel (online, offline, mobile device, etc.); Required
- User control of service fees charged to customers; Required
- Flexible schedule for settlement of internet customer sales; Required

G. Marketing Features:

- Email creation SaaS platform comparable to Constant Contact or Mail Chimp. The platform must incorporate the very latest best practices for City staff to be able to create emails without any HTML or CSS knowledge; Required
- Email SaaS platform administrative controls and user-based permissions; Highly Desired
- Email SaaS platform Active Directory integration; Desired
- Responsive, two-column templates customized with City Springs branding; Required
- Templates that can be duplicated and modified by City staff; Highly Desired
- Emailing list sign up form for embedding in CitySprings.com; Required
- Email filtering and custom distribution list creation and management based on any customer data field; Required
- Automated event announcements to customers vis email; Highly Desired
- Automated event date reminders to customers via email; Highly Desired
- Accurate migration of customer data (name, address, email, etc.) by vendor from current existing ticketing program; Required

- Email customers to notify them of the new platform and prompt them to change their password; Required
- Export function with data cleaning, etc. for USPS mail outs; Required
- Ability to generate, distribute and analyze patron surveys; Required

H. Provide security features:

- Real time, secure online authorization; Required
- Regular and frequent backup; Required
- Environment providing continuous access and control of all data; Required
- Description of PCI compliance for all payment processing, including encryption type and strength; Required
- A completed IT Vendor Questionnaire (attached) for review; Required

I. Provide technical support including, but may not be limited to:

- "24-7-365" full time application support; Required
- On-site staff training during set-up phase; Required
- Price-list for future and supplemental training options; Required
- Knowledgebase and self-training tools; Highly Desired
- Timely response for network or application problems; Required
- Strategy to prevent single point of failure from disabling the application; Required
- Established procedures to notify City of system outages and maintenance windows; Required
- Network/online application operational status page; Desired
- Disaster recovery policy including location of backup data and typical recovery timeframe if necessary; Required

J. Provide other capabilities:

- Integrated platform where a minimal number of programs are required; Required
- Active Directory integration so City staff can access the platform using their City credentials; Required
- A fully capable "sandbox" site, with data, provided for staff to fully evaluate staff and patron experiences, including reporting and ticket purchasing; Highly Desired
- Be compatible with existing software; Required
- Provide no cost venue mapping; Required
- Allow for payment plans; Highly Desired
- Sell tickets to multiple events within one transaction; Required
- Ability to sell parking with ticketing; Required
- Integration with TIBA parking systems with the ability to print tickets with an additional TIBA generated parking barcode; Highly Desired
- Allow subscriber privileges such as the ability to purchase tickets before the general public; and
- Allow subscriber discounts on tickets.
- Provides access management systems including attendance tracking integrated within the system and integrated scanning technology; Required

SECTION 4: SUBMITTAL OF PROPOSAL

Proposals shall be submitted through the Bonfire portal at <https://sandysprings.bonfirehub.com/projects/view/17106> no later than 2:00 PM EST on August 14, 2019.

A Proposal received after this date and time or at any other location will not be accepted or considered. The City is not responsible for delays caused for any reason. It is the Offeror's sole responsibility to submit its Proposal before the required deadline. Hard copy, electronic and facsimile submittals **will not** be accepted.

SECTION 5: CONTENTS OF PROPOSAL, EVALUATION CRITERIA AND SELECTION PROCESS

GENERAL INFORMATION

The RFP and Proposals will enable the City to gather additional information and identify qualified companies to perform the services described in the Statement of Work (Section 2) and specifications. The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received. An evaluation committee ("Evaluation Committee") will be established by the City to evaluate Proposals. The City reserves the right, among others, to determine that no qualified Proposals have been received and reject all Proposals.

A. CONTENTS OF PROPOSAL

It is not necessary or desirable to prepare an elaborate or extensive Proposal for this Project; detailed brochures, documentation, artwork, or other superfluous embellishments are unnecessary and are, in fact, discouraged. The Proposal shall include the following:

1. Company overview (one (1) page)
2. Names and resumes of proposed team members (include in appendix – no page limit)
3. Team members' roles on Project (two (2) pages)
4. Examples of three (3) to five (5) similar (in type, scope and size) projects the firm and/or team members have worked on in the past five (5) years and client reference contact information (one (1) page for each similar project). Client reference contact information shall include agency name and address, contact name, contact phone number and contact email address.
5. All proposed subcontractors, if any, with company description and involvement in example projects, if any (one (1) page each)
6. Brief discussion of Offeror's approach to the work in order to meet Project goals. The City welcomes suggestions for any innovative delivery approaches that can expedite the schedule or reduce Project costs (five (5) to seven (7) pages)
7. Completed questionnaires attached separately.
8. Cost proposal. A cost Proposal shall demonstrate competitive and innovative pricing sheet that incorporates all direct and indirect cost associated with the project. The cost Proposal shall be submitted in a separate file.

B. EVALUATION CRITERIA

Proposals will be scored and ranked based upon how well the firm demonstrates its knowledge and understanding of the following four (4) evaluation criteria. The City reserves the right to short list and conduct interviews should the need arise to complete the selection process. The evaluation criteria will consist of the following: Project understanding/methodology, schedule/scope of work, questionnaires, and similar experience. The score of the Proposal totals a possible maximum of one hundred (100) points. The required elements of discussion for the four (4) evaluation criteria and the possible maximum individual scores are:

CRITERIA	DESCRIPTION	POINTS
Project Understanding/ Methodology	Description of the Offeror's understanding of the proposed Project as outlined in the RFP and the Offeror's demonstration of understanding of the magnitude of the SOW and the desired outcomes for the Project. The overall approach should include any tools or methodologies that are needed to complete the proposed Project on time and within scope and budget.	20% 20 points possible
Schedule/ Scope of Work	Detailed description of the Offeror's Ability to meet service requirements; understanding the needs and requirements of the City of Sandy Springs; scope and services offered. SOW shall highlight experience, qualifications, and knowledge of ticketing management software solutions; increased functionality and ability to improve operational efficiencies while reducing operational costs; increased online sale, use of social media and support for productions and rentals Include a schedule and work plan in sufficient detail to determine how each task shall be accomplished. A schedule for timely completion of the SOW shall be included. Information should be provided on the amount of time for each task.	30% 30 points possible
Questionnaires	Should give an understanding of the competency and ability of the online ticketing management system to provide the quality of service that is required for the City of Sandy Springs and offer the Evaluation Committee the opportunity to test, sample and evaluate the system as a whole.	20% 20 points possible
Similar Experience	Demonstrate that the firm(s) and personnel have experience and expertise with the subject matter and have demonstrated performance of work that is similar in type and scope to the Project. The Offeror shall submit a minimum of three (3) projects of similar scope completed in the last five (5) years. Include project description, location, cost, status, and client contact information.	30% 30 points possible
	TOTAL POINTS POSSIBLE	100%/100 points

C. SELECTION PROCESS

1. Interviews

At the City's discretion, selected Offerors may be interviewed and re-evaluated based upon the criteria set out in the RFP, or other criteria to be determined by the Evaluation Committee (i.e. unique qualities, methodologies, or approaches taken to differentiate from other Offerors). Selected Offerors may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the Project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate. A completed demonstration of the product will be required as a part of the interview process.

2. Additional Information

Any information received by the Evaluation Committee subsequent to submittal of the Offeror's Proposal will be used to further evaluate the short-listed Offerors to determine a rank-order. Mayor and City Council shall have final approval of any award resulting from this solicitation.

3. Negotiation and Best and Final Offer

- a. If the City deems it is in its best interest to retain the services of one (1) or more Offerors, the City reserves the right to negotiate a revised scope and or fees. Negotiations will encompass all phases of work, including but not limited to, any other items the City deems appropriate.
- b. If negotiations are successful, the City and the highest-ranking Offeror will enter into a contract to perform the services outlined in this RFP. If an acceptable agreement cannot be reached between the City and the highest-ranking Offeror, the City may choose to negotiate with other Offeror(s).
- c. Qualified firms submitting Proposals may be required to submit financial statements for a minimum of three (3) recording periods prior to contract award.
- d. Separate meetings with more than one (1) Offeror may be conducted during the same timeframe; however, negotiation sessions with an Offeror will not be held in the presence of another Offeror.
- e. Offerors submitting Proposals should be aware that the Evaluation Committee has sole discretion to determine what constitutes the “best qualified offer” for the City. Consequently, Offerors are urged to submit best possible terms in their original submittal.

SECTION 6: PRE-SUBMITTAL INQUIRIES

All questions, comments or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: <https://sandysprings.bonfirehub.com/projects/view/17106> or directed to purchasing@sandyspringsga.gov. The Offeror shall clearly reference the section and page numbers of the RFP which are applicable to the question(s) or comment(s) submitted.

Note: Oral questions will not be accepted due to the possibility of misunderstanding or misinterpretation.

Questions are due no later than **August 2, 2019, 5:00 PM EST** to allow for analysis and dissemination of the City's responses in advance of the Proposal due date. Questions received after this date and time may not be answered.

Questions and clarifications will be answered in the form of an addendum to this RFP. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at: <https://sandysprings.bonfirehub.com/projects/view/17106>. It is the Offeror's responsibility to check the Bonfire portal for any addendums or other communications related to this solicitation.

SECTION 7: COMMUNICATIONS

The principal point of contact for this solicitation is the Procurement Officer. The Procurement Officer can be reached via email at purchasing@sandyspringsga.gov. Until a Contractor is selected and the selection is announced regarding the procurement, elected officials, Evaluation Committee members, employees of the City, and contracted personnel receiving information and documents regarding this procurement are not allowed to communicate regarding the procurement for any reason with any potential or interested contractors, vendors, City staff, or contracted personnel except through the City's Procurement Officer or designated successor.

For violation of this restriction, the City reserves the right to reject the Proposal of any potential or interested Contractor, contractor or vendor who knowingly participates in such violation. Any City staff or elected officials who violate this restriction acknowledge such conduct may result in an ethics violation pursuant to the City's ethics ordinance and/or

disqualification from further participation in, or briefing on, the procurement. All communications concerning this procurement shall be directed to the Procurement Officer named in this solicitation.

SECTION 8: SCHEDULE OF EVENTS*

EVENT	DATE
RFP Released	July 17, 2019
Pre-Proposal Conference	July 30, 2019
Deadline for Receipt of Inquiries	August 2, 2019
Deadline for Posting Written Answers to Inquiries	August 7, 2019
Proposal Due Date	August 14, 2019
Proposal Evaluations Completed	August 21, 2019
Presentations/Interviews	August 27, 2019
Final Selection	September 2019

*This proposed schedule of events is informational and is subject to change at the discretion of the City.

SECTION 9: TERMS AND CONDITIONS

All Proposals and supporting materials as well as correspondence relating to this solicitation become property of the City when received. Any proprietary information contained in the Proposal shall be so indicated; however, a general indication that the entire contents, or a major portion, of the Proposal is proprietary will not be honored. The following terms and conditions shall also apply:

- A. All applicable Federal and State of Georgia laws and City of Sandy Springs ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.
- B. Professionals requiring special licenses shall be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
- C. No Proposal shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.
- D. The City shall be able to request of an Offeror satisfactory evidence that it has the necessary financial resources to accomplish the requirements of the contract.
- E. From the date this RFP is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this solicitation, except at the direction of Dezirae Gaines Procurement Officer in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Dezirae Gaines, Procurement Officer
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Email: purchasing@sandyspringsga.gov

F. While the City has every intention to make an award as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the City will not reimburse any Offeror for preparation of its Proposal. Proposals may be returned upon request if unopened;
2. Reject any or all Proposals received, make a contract award based directly on the Proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;
3. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any Proposal;
4. Make partial award or no award if it is in the best interest of the City to do so; and
5. Terminate any contract if the City determines adequate funds are not available.

ATTACHMENT A:

Model Contract



SANDY SPRINGS™
GEORGIA

This Agreement (hereinafter “Agreement”) is made this ___ day of _____ by and between _____ (hereinafter “Contractor”) located at _____ and the City of Sandy Springs, Georgia (hereinafter “Sandy Springs”).

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing ticketing system and operation services; and

WHEREAS, Sandy Springs has a need to acquire the services described in the Contractor Proposal attached hereto as Exhibit A (hereinafter “Services”); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

WHEREAS, Sandy Springs wishes to acquire the Services from Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the *Scope of Work* attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the *project manager* or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation**

a. **Fee**. As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. **Manner of Payment**. Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties**

a. **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. **Employee Benefits.** Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. **Payroll Taxes.** No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term**

This Agreement shall become effective as of the date of its execution, shall continue in effect until the completion of the work stated in Exhibit A. The term of the Agreement will be contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The Agreement will terminate at the close of the Project.

5. **Termination**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as

defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

It is hereby agreed and understood that the awarded contract may be extended for an additional thirty-day transitional period after the contract is scheduled for termination and after any option years have been exercised. During the transitional period, the Contractor agrees to continue the same or a reduced level of service to the City of Sandy Springs at the same prices while a new contract, also in force, is being mobilized. If the Contractor is supplying equipment in conjunction with the awarded contract, the Contractor agrees to retain its equipment at the designated City of Sandy Springs premise(s) for an additional thirty calendar days after the termination of the contract, at which time the equipment shall be removed from the premise(s). The Contractor shall be allowed to invoice the City of Sandy Springs for this additional period on pro-rated basis.

7. **Standard of Performance and Compliance with Applicable Laws**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest**

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless the City of Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise due to the Contractor's negligent performance of the Services or Contractor's breach of its responsibilities under this Agreement. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

11. **Non-Discrimination**

During performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

12. **Assignment**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

13. **Notices**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Sandy Springs:

City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With copies to:

Dan Lee, City Attorney
1 Galambos Way
Sandy Springs, Georgia 30328

If to Contractor:

With copies to:

Contractor Contact, Title

Name and Title

Address

Address

City, State, Zip

City, State, Zip

14. **Governing Law and Consent to Jurisdiction**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

15. **Waiver of Breach**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. **Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days' written notice to Sandy Springs of the claim and the intent to initiate a civil action.

17. **Severability**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

18. **Entire Agreement**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

19. **Headings**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

20. **Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

21. **Copyright, Trademark and Patent Indemnification**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this Agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

Approved as to Form:

(SEAL)

By: _____
City Attorney

CONTRACTOR NAME

By: _____
Name:

Date of Execution

Typed or Printed Name

Title

ATTEST:

By: _____
Secretary

(SEAL)

Witness

This Agreement to be executed in one (1) original.

EXHIBITS

- EXHIBIT A** Scope of Work/Contractor Proposal
- EXHIBIT B** Fee Schedule
- EXHIBIT C** Certification of Contractor - Georgia Security and Immigration Compliance Act
- EXHIBIT D** Certification of Sponsor Drug-Free Workplace
- EXHIBIT E** Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT F** Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
- EXHIBIT G** Insurance Requirements
- EXHIBIT H** Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964

EXHIBIT A
**SCOPE OF WORK/
CONTRACTOR PROPOSAL**

EXHIBIT B
FEE SCHEDULE

EXHIBIT C

CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____, _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT D

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, _____, and I further certify that:

(1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and

(2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and

(3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and

(4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Signature

Name: _____

Title: _____

EXHIBIT E

**AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION**

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT F

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ in _____ (City), _____ (State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT G

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.

2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.

3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.

4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.

5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. **Fidelity Bond (Employee Dishonesty)** in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly

advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- a. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- b. Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- c. Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

EXHIBIT H

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Attachment B:
General Questionnaire

1. Does the Vendor have a proven record of accomplishment in implementing and maintaining Ticketing Systems? Please describe.

2. Does the Vendor have experience with Cultural Event Centers equivalent to or larger than the Parker Arts, Cultural and Events Center? If so, please list and provide a brief description of the work performed for each.

3. Does the Vendor have the ability to provide onsite support as required? Please describe.

- a. Legal Name of Company _____
- b. Business Name or DBA (if different) _____

2. ORDER ADDRESS

- a. Street Address _____
- b. City/State/Zip _____
- c. Online (website) _____

3. PAYMENT ADDRESS

- a. Street Address _____
- b. City/State/Zip _____

4. CONTACT INFORMATION

- a. Name/Title _____
- b. Telephone Number: (____) _____
- c. Toll Free Number: (____) _____
- d. Fax Number: (____) _____
- e. Email Address: _____

5. TAXPAYER IDENTIFICATION NUMBER _____

- 6. OWNERSHIP STATUS** (check all that apply)
- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Governmental Agency | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Individual | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Non-Profit | |

- 7. PRIMARY BUSINESS CLASSIFICATION**
- | | |
|--|---|
| <input type="checkbox"/> Broker | <input type="checkbox"/> Retailer |
| <input type="checkbox"/> Distributor | <input type="checkbox"/> Service Provider |
| <input type="checkbox"/> Jobber | <input type="checkbox"/> Subcontractor (trades) |
| <input type="checkbox"/> Manufacturer | <input type="checkbox"/> Wholesaler |
| <input type="checkbox"/> Prime Contractor (trades) | <input type="checkbox"/> Other _____ |

- 8. OFFICERS, OWNERS, PARTNERS**
- Name/Title _____
- Name/Title _____
- Name/Title _____

9. COMPANY PROFILE

- a. Date Firm Was Established _____
- b. Under the Laws of What State _____
- c. Number of Employees _____
- d. Approximate Yearly Sales Volume _____

- 10. PRIMARY PLACE OF BUSINESS**
- | | |
|--|---|
| <input type="checkbox"/> Home | <input type="checkbox"/> Office/Warehouse |
| <input type="checkbox"/> Office Building | <input type="checkbox"/> Warehouse |
| <input type="checkbox"/> Office Complex | <input type="checkbox"/> Other _____ |

11. **STAFF EXPERIENCE** (key members of your company's staff who will be assigned to this project)

- a. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- b. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- c. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- d. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____
- e. Name/Position _____ Year Hired _____
Years in Present Position _____ Years of Industry Experience _____

12. **REFERENCES** (customers similar to the Town of Parker to whom services similar in size and scope have been provided)

- a. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- b. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- c. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- d. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____
- e. Company Name _____ Contact/Title _____
Address _____ City/State /Zip _____
Telephone (_____) _____ Email _____

13 **BONDING.** Is your firm able to obtain bonding up to and including an amount equal to the estimated project cost?

Yes No

14. **INSURANCE.** Is your firm able to obtain insurance as specified in the Special Terms and Conditions of this RFP?

Yes No

15. **PURCHASE ORDERS.** Do you accept purchase orders?

Yes No

16. **CREDIT CARDS.** Do you accept credit cards?

Yes No

17. **INFORMATION** (if you answer "yes" to any of the following questions, attach a separate page explaining your response clearly labeled with the corresponding question number).

a. In the past five years, has there been any change in ownership of your company?

Yes No (if "yes," attach explanation labeled 17a)

b. In the past five years, has your firm operated under any other name?

Yes No (if "yes," attach explanation labeled 17b)

c. Are any corporate officers, owners or partners currently connected with any other firm in the same line of business?

Yes No (if "yes," attach explanation labeled 17c)

d. In the past five years, has your firm been in bankruptcy?

Yes No (if "yes," attach explanation labeled 17d)

e. In the past five years, has your firm been assessed and paid liquidated damages?

Yes No (if "yes," attach explanation labeled 17e)

f. In the past five years, has your firm, or any firm with which your company's officers, owners or partners are associated, been barred, disqualified, removed or otherwise prevented from bidding on, or completing for any government project for any reason?

Yes No (if "yes," attach explanation labeled 17f)

g. In the past five years, has your firm been denied an award of any contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No (if "yes," attach explanation labeled 17g)

h. In the past five years, has any claim against your firm concerning your firm's work on a project been filed in court or arbitration?

Yes No (if "yes," attach explanation labeled 17h)

i. Has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes No (if "yes," attach explanation labeled 17i)

j. Has your firm, or any of its officers, owners or partners, ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Yes No (if "yes," attach explanation labeled 17j)

- k. Has your firm, or any of its officers, owners or partners, ever been convicted of a crime involving any federal, state, or local law related to your business dealings?
 Yes No (if "yes," attach explanation labeled 17k)
- l. Has your firm, or any of its officers, owners or partners, ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
 Yes No (if "yes," attach explanation labeled 17l)
- m. In the past five years, has any surety company made any payments on your firm's behalf as result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf?
 Yes No (if "yes," attach explanation labeled 17m)
- n. Has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a project when one was required?
 Yes No (if "yes," attach explanation labeled 17n)
- o. Have you ever had insurance terminated by a carrier?
 Yes No (if "yes," attach explanation labeled 17o)
- p. In the past five years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?
 Yes No (if "yes," attach explanation labeled 17p)
- q. In the past five years, has OSHA cited and assessed penalties against your firm?
 Yes No (if "yes," attach explanation labeled 17q)

18. Licenses. Does your company have current and valid licenses for the services being requested? Please provide copies.

Yes No (if "yes," attach licenses labeled 18)

19. Certification. The undersigned hereby affirms (1) that he/she is a duly authorized agent of the Consultant and (2) that the information submitted in/with this form is true and correct. Any information submitted herein that is later found to be false shall serve as grounds for disqualifying the Consultant's proposal.

- a. Printed Name: _____
 - b. Printed Title: _____
 - c. Firm Name: _____
 - d. Address: _____
 - e. City, State, Zip: _____
 - f. Telephone: _____
 - g. Fax: _____
 - h. E-mail: _____
- Authorized Representative's Signature _____

Attachment B:

IT Questionnaire

WEB PORTALS

1. How are usernames and passwords stored...
 - a. Together or separate?
 - b. Are they hashed or otherwise encrypted?
 - c. What hash or encryption method is used?
 - d. Are hashes salted to increase security?
2. How is password policy managed for the web portal?
3. What key type and length are you using for web sessions?
4. Are your web servers configured to support TLS 1.2 with Forward Secrecy using AES?
5. Are your web servers configured so that weak protocols (SSL 3 & SSL 2) and weak ciphers (RC4, etc.) are not supported?
6. Do you support Strict Transport Security?
7. Please detail the methods you employ to protect individual user sessions from attack (sufficiently long & random session IDs, encrypted cookies, expiring session IDs on logout, etc).
8. Do you perform input validation & sanitization to protect against OS Command Injection, Buffer Overflows, SQL Injection and Cross-Site Scripting?

APPLICATION

1. Do you conduct regular (scheduled) releases/updates to your core application for security and bug fixes or are they released on an as required basis?
2. How are updates published and is there a notification process?
3. If your application relies on a back-end data base, what type and version are required/supported?
4. Does your application support SMTP integration for notifications and communication?
 - a. Can this be configured to support internal user anonymity when interacting with the public?
 - i. For example, when sending an email to the public, can that communication be masked behind a generic address like `permits@sandyspringsga.gov`

STORED DATA

1. What specific data types are stored either in the application or database (PII, PCI, HIPAA, etc.)?
2. Is any data stored on the client application (cached locally)?
3. Is stored data (data at rest) encrypted?
4. What encryption algorithm is used to encrypt data at rest?
5. Are you putting your encryption keys in escrow?
 - a. How are escrowed keys managed?
6. Do you also perform data integrity checks?
7. Do any employees have access to City Data or City of Sandy Springs customer/citizen data?
8. How is access to that data controlled and audited?

- a) In the event that we no longer utilize your software or service, can we obtain exports of all data to include associated meta-data?
- b) Do you share any City or City of Sandy Springs customer/citizen data for testing/development, product research or marketing?
 - a. Can we choose to opt out of any testing/development, product research or marketing exports of data and/or meta-data, even if it has been anonymized?

PASSWORDS

- 1. How exactly will passwords be stored for the application, and for any public, web-customers?
 - a. In a single database or are there provisions to separate passwords per customer? For example, would City of Sandy Springs customer passwords be stored with passwords of other clients or are they stored within a separate partition/instance or perhaps even their own DB?
 - b. Are usernames and passwords stored together or separate?
 - c. Are these usernames and passwords encrypted or hashed?
 - i. Are hashes salted?

DATA CENTER

- 1. Can you detail all of the facilities that our data will be stored in?
 - a. We are a U.S. organization, and would prefer all of our data to be stored within the United States. Can you provide:
 - i. The physical location of these data centers
 - ii. The owner/operator of these data centers
 - 1. Do you own/operate them or are they contracted out?
 - b. Are employees authorized both physical access to the facility/data center floor (cages, racks, servers, etc.) and logical access to systems (ability to login and administer) simultaneously?
- 2. Do you own your own data centers or are they leased from somewhere else – or – do they use a cloud service like Amazon or Azure?
- 3. Do you have multiple data centers for failover capability?
- 4. Do you have a 24/7/365 monitoring capability?
- 5. Is our instance hosted on a physical device or a virtual device?
 - a. For physical devices: Are lights out management interfaces properly configured so that no default access could be obtained?
- 6. What are the detailed failover plans for either a physical or virtual configuration?
- 7. What is the detailed back-up strategy for our webserver, and associated data?
- 8. How often are the back-ups tested/validated?
- 9. How often is the failover system tested / validated?
- 10. Are backups stored offsite?
- 11. How is any physical backup media stored/transported?
 - a. Is there a third party that handles this process?
- 12. Are back-ups stored in clear or encrypted form?
- 13. In the event of disruption, does our instance/portal and data automatically fail over to another data center?
 - a. Is this transparent to users?
 - b. Are you able to fail back without interruption?

14. Are the data centers audited/certified (ISO-27001)?
15. Is our website hosted on its own server or is it collocated with other sites on the same server?
 - a. If collocated, how is that data segregated/partitioned/protected?
16. What operating system is our website hosted on (Windows Server, Linux)?
 - a. Windows Specific: what roles/features are installed?
17. What web server service and version is used (IIS, Apache)?
18. What other applications are installed on the server (java, adobe, Silverlight)?
19. What Content Management System is in use?
20. How often are Operating System and Application patches applied?
21. Are open source technologies in use on our web server/site?
22. Do you employ a vulnerability management system, conduct regular scans and develop mitigation strategies/plans?
23. What protection technologies are in place to protect the website from attack? Are any of the following employed and what type/manufacturer are they?
 - a. Intrusion Protection
 - b. Intrusion Detection
 - c. Firewall
 - d. Threat Detection/emulation
 - e. Web Application Firewall
24. What endpoint protection is installed on the server(s) hosting our site? What modules of that endpoint are installed/active (DLP, IPS, Anti-Virus, Firewall, etc.)
25. Do your technicians perform remote maintenance?
 - a. How are remote connections secured?
26. How often are passwords cycled for...
 - a. Standard employees?
 - b. Administrators?
 - c. Senior Administrators with root level access?
27. What are your password policies for...
 - a. Complexity?
 - b. Length?
28. Do you utilize any two factor authentication for datacenters and management of client systems?
29. What is your notification plan for any security incidents such as, but not limited to unauthorized access, intrusion detected/prevented, data loss, virus/malware detection, etc.?
30. Do you offer client data replication options to client side storage? Or the ability to secure client site data on client provided storage?

UPDATES

1. How quickly do you apply patches for...
 - Operating Systems
 - Applications
2. Can you apply patches without interrupting services?
3. Do you employ a vulnerability management system to regularly scan your environment for potential misconfigurations/vulnerable software?
4. Do you perform system baselining and Integrity monitoring to ensure that systems have not drifted out of the established baseline?

GENERAL

1. Can we elect to be notified out of band for any security or privacy breach?
2. Do you carry cyber security and or privacy insurance?
3. Are there any third parties associated with the application and its back-end services that have access to your networks, datacenters, etc. to provide management of systems (both IT and environmental) that we should be aware of?
4. Have you ever been the target of a DDoS attack?
5. Have you ever had a network/systems security breach?
6. Have you ever had a privacy breach?
7. Have there been any physical security breaches at any of your facilities or data centers?
8. Have you ever been, or are you now engaged in any litigation (civil or criminal) regarding a physical breach of facilities, a network or security breach, or data compromise?
9. In the unlikely event that your software or service no longer exists or is supported, can we obtain source code to continue using it if we choose?