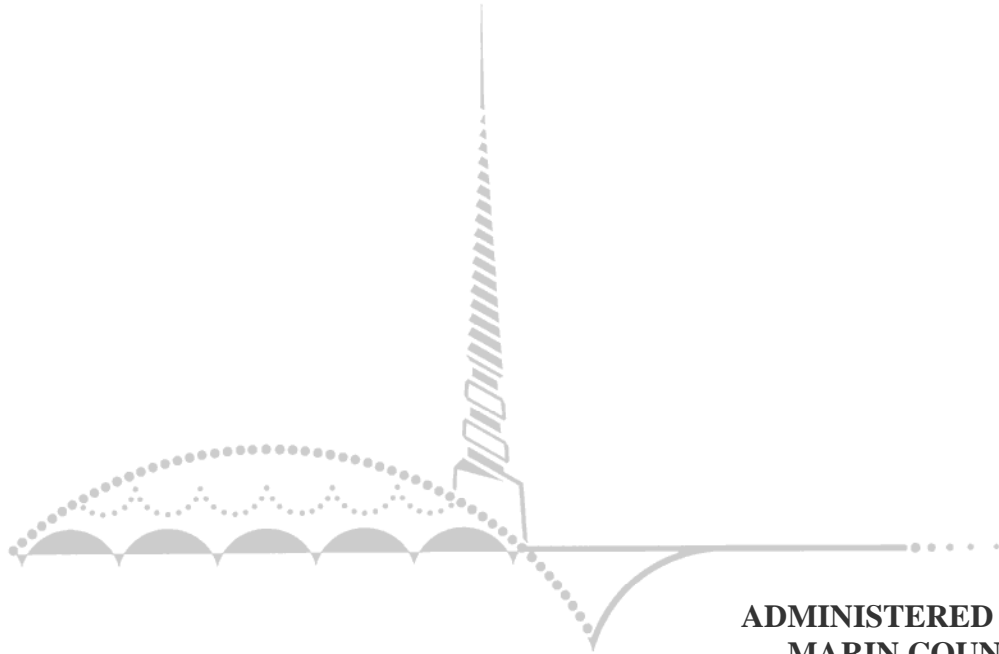


REQUEST FOR PROPOSALS

Marin Center and Marin County Fair Ticketing Software



**ADMINISTERED BY
MARIN COUNTY
DEPARTMENT OF CULTURAL AND VISITOR SERVICES**

**10 Avenue of the Flags
San Rafael, CA 94903
(415) 473-6400**

[New Date! RFP Pre-Bid Conference – January 24](#)

[Questions and responses to County of Marin Ticketing Software RFP — Jan 19, 2012](#)

[Questions and responses to County of Marin Ticketing Software RFP — Jan 23, 2012](#)

[Questions and responses to County of Marin Ticketing Software RFP — Jan 24, 2012](#)

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PROCUREMENT TIMELINE

The following milestones and dates may be subject to change at the sole discretion of the Cultural and Visitor Services Director.

Awarding Agency: County of Marin
Department of Cultural and Visitor Services
10 Avenue of the Flags
San Rafael, CA 94903

Contact Person: Jim Farley, Director
415-473-6398
jfarley@marincounty.org

The timeline is as follows:

RFP Issue Date: January 5, 2012

Last Day for Submission of Questions: January 20, 2012
All questions and responses to bidder's inquiries will be posted on the Department's website at:
<http://www.marincenter.org>

Pre-Proposal Conference: January 24, 2012 at 11:00 AM

Proposal Due Date: February 10, 2012 by 4:00 PM

Number/Format of Proposal Copies: Three written copies of proposal and one electronic copy on CD-DVD media must be submitted. Submissions by mail must be clearly postmarked no later than 4:00 PM, February 10, 2012.

Tentative Date for Contract Award: March 15, 2012

Tentative Start or "Go Live"
Date for Contract: June 1, 2012

*NOTE: Dates are subject to change at any time (vendors will be notified as appropriate). The intended "switch-over" date is June 1, 2012. "Switch-over" shall mean that the selected solution is fully installed, configured and operational with proper staff training and system testing complete at this time. All vendors responding to this **RFP** must indicate their ability to adhere to the "go live" date.*

RFP GUIDELINES & REQUIREMENTS

INTRODUCTION

The Department of Cultural and Visitor Services seeks proposals for computerized ticketing solutions for the Marin Center and Marin County Fair, with administrative offices located at the Department of Cultural and Visitor Services, 10 Avenue of the Flags, San Rafael CA 94903, and invites Vendors to provide information on their systems and products for evaluation.

PROGRAM GOAL AND DESCRIPTION

The County of Marin established the Marin Center Box Office in 1971 for the purpose of distributing tickets to its patrons via Internet, phone sales, and Box Office for all events, and for all individual tickets for resident company events. Currently County of Marin owns and maintains the hardware on which its licensed ticketing software resides and pays an annual support fee to the ticketing software vendor.

County of Marin employees operate the ticket system including the phone room, box office, and outlet support to the existing outlets. The County of Marin currently has an agreement with Ticketmaster for online sales. The current ticketing system equipment includes personal computers, BOCA ticket printers, credit card swipes and scanners for reading bar codes for access control. There is an existing wireless network for scanning tickets at entry points. The equipment may be used by the supplier at the discretion of County of Marin. The Proposal must contain the specifications for all local equipment/hardware that will be required for the ticketing system to operate.

Tickets sold for the past year are shown below:

Marin Center and Marin County Fair

Ticketing Breakdown By Season (Fiscal Year July 1 to June 30)

2010-2011 Season - July 1, 2010 to June 30, 2011

Box Office -----	124,652
Marin County Fair -----	86,340
Total -----	<u>210,922</u>

14,783 of this total were sold online through Ticketmaster.

WHO IS ELIGIBLE TO APPLY?

Proposer must have a fully-developed ticket software product in current use by one or more clients, be responsive to all requirements of this RFP and able to legally conduct business in Marin County, California. Proposer must have been in the ticketing software business for at least thirty-six (36) months prior to the release date of this RFP to be eligible to participate.

PREPARING THE PROPOSAL

When preparing a proposal in response to this RFP, the Vendor is reminded to:

1. Carefully read the entire RFP document before you start.
2. Submit a complete proposal by the required deadline.
3. Make sure that all procedures and requirements of the RFP are accurately followed and addressed.
4. Refer to the Department for access to resource materials pertinent to this RFP.
5. Carefully review the entire proposal prior to submittal to make sure everything has been completed as instructed.

QUESTIONS/INQUIRIES REGARDING THE RFP

Vendors should submit questions or inquiries through the Department's website no later than January 20, 2012. Inquiries by telephone or other means will not be accepted. Vendors should refer to the specific page in the RFP, and should quote the specific language in question. All questions or inquiries will be answered and available on the Department's website at: www.marincenter.org.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held at the Department of Cultural and Visitor Services, Friends of Marin Conference Room, 10 Avenue of the Flags, San Rafael, CA 94903 at **11:00 am on Thursday, January 19, 2012**. The purpose of this conference is to provide a briefing on the specifications for the Marin Center and Marin County Fair Ticketing Software. We consider attendance at this conference vital to the preparation of a competitive and cost-effective proposal and vital to an understanding of the total result desired by the County. Failure to attend this meeting may not be used as a reason for omissions or miscalculations in your Proposals.

ADDENDA

All addenda to the RFP will be published on the Department website above. Vendors are encouraged to view the website frequently in order to be familiar with any subsequent information contained in addenda to the RFP.

CONTRACT PERIOD/PROVISIONS

By submitting a proposal, Vendor is agreeing to sign and be bound by the County's standard professional services contract (Attachment B).

The initial term of the contract, if awarded, shall be a minimum of five (5) years, commencing on or about June 1, 2012. By mutual agreement the term of the contract may be extended annually for additional years, provided written notice of each extension is given to the Vendor at least thirty (30) days prior to the expiration date of such term or extension. In the event funding approval is not obtained by the County, the contract shall become null and void effective the date of renewal. During extension periods, all terms and conditions of the contract shall remain in effect except as otherwise mutually agreed upon in writing prior to expiration of the existing contract.

APPLICATION PROCEDURE

Proposal must be **SEALED and CLEARLY IDENTIFIED** with the Request for Proposals' title, "County of Marin, Ticketing Software Proposals", Vendor's name and address, and submitted no later than 4:00 p.m., Pacific Daylight Time, on Friday, February 10, 2012 to:

Department of Cultural and Visitor Services
10 Avenue of the Flags
San Rafael, CA 94903

Attn: County of Marin Ticketing Software Proposals

A facsimile response to this Request for Proposals does not meet the requirement of a sealed proposal and will not be accepted. Proposals received after the exact time specified for receipt will not be considered. The County reserves the right to accept or reject any or all proposals.

PROPOSAL CONTENT

This RFP requires Vendors to submit proposals in the format outlined below. Vendors must submit three (3) written copies of their proposal and one electronic copy on CD/DVD media.

A. EXECUTIVE SUMMARY

(Proposal Section 1.0) This part of the response to the RFP should be limited to a brief narrative summarizing the proposal. The summary should contain as little technical jargon as possible. This section should include cost quotations at a summary level only, for software and services totals at most. Contact information should include a valid e-mail address, a facsimile number and a toll-free telephone number.

County of Marin requires a complete ticketing solution that meets its operational and other business objectives including an integrated customer relationship management (CRM) system. An integrated email and database marketing component that satisfies the functional requirements of marketing and ticketing needs is required.

B. SCOPE OF SERVICES

(Proposal Section 2.0) This section of the Vendor's proposal should include a general discussion of the vendor's understanding of the overall project and the scope of work proposed. The response must clearly describe the software products or modules included in the proposal that are necessary to meet County's requirements, as well as any software products or modules included in the proposal that are "value-added" or "optional." The response must also confirm that the proposal includes all of the work effort necessary to implement the software products or modules included in the proposal.

This RFP is intended to generate a turn-key ticketing solution that integrates all current ticketing technologies and distribution avenues and allows for growth in the future as new technologies emerge. If Vendor wishes to respond with more than one solution or something similar that does

not meet the described requirements, Vendor must clearly identify any of the components that do not fully comply and must clearly identify any costs associated with selection of optional elements.

TICKETING SYSTEM

The Vendor must have systems capable of handling sufficient sales volume, password protected on-sales, auctions, etc. Please describe the full capabilities of your ticketing system. Answers should include, but not be limited to, the ability to handle multiple on-sales, high volume, subscriptions and season ticket packages, pre-sales associated with multiple discount codes or passwords, auctions, secondary marketing options, minor and major system interruptions, server freezes, etc. Please include a complete description of your systems' reporting capabilities. This should include, but not be limited to, reporting software, standard reports, event reporting, flexibility of reporting, ability to modify reports for specific events, ability to customize reports and the ability to provide access to these reports on a privilege-based request (i.e. promoters, agents, etc.) Describe printing/reprinting/batch printing, holds/held seats, payments of quick sales & on accounts, methods of ticket delivery, variable price options, etc. Describe, in detail, the system's security. Please describe how your software will allow the current operation to continue to provide ticketing services to other organizations. This information must include how the different groups' box offices can sell tickets and service only their events and not see information from the other venues. Indicate how accounts specific only to one organization are kept separate from other organizations and how printing reports for the specific organization and not other organizations is handled. Describe how the funds from each organization's box office will be deposited into that organization's account. Describe how your solution would accommodate this request in the future. Describe what would be needed at the Marin Center to process these types of transactions. Describe how the "paperless tickets" technology can be implemented at the Marin Center and the supported technology platforms and costs currently supported by your solution. Please include any additional features, services, security or reporting characteristics not otherwise expressly identified here that the proposer might suggest or recommend for inclusion in a ticketing system.

WEBSITE FEATURES

Please describe any anti-hacker technology and anti-virus programs used to protect your online system(s). Also, please identify the continuous measures taken by your company to deal with computer "bot" programs aimed at grabbing large volumes of inventory. Please discuss what measures and technologies are employed to protect the security of online ticket purchasers who may use credit or debit cards to pay for their tickets. Conversely, describe any affirmative measures employed to identify any fraudulent or stolen credit or debit cards that individuals may attempt to use to obtain tickets. Please provide a description of your organization's philosophy on creating a "Private Label Web Site" for the Marin Center and if this will be consistent with the "look and feel" of the Marin Center website. Explain how tickets will be purchased from a private label site, whether or not the sales process includes a separate link to your web site, or if the appearance of the Marin Center brand is present throughout the sales process. Explain your philosophies/policies, and specific technologies (pop-ups, streaming video, etc.) with regard to enabling the Marin Center to promote attractions, as well as sell and maintain advertising and sponsorship space on the private label site, and on the ticket sales pages. Who designs and maintains private label web sites for your organization?

SYSTEM REDUNDANCY

If Vendor is providing a solution that operates on Vendor's hardware, the solution must have 100% redundant systems, which are available to both ticket sellers and online ticket purchasers, 24 hours a day, seven days a week. These systems must replicate with each other on a real-time basis so that if one system is incapacitated, for any reason, the other system is able to assume the additional volume with no significant impact on system performance or end user response times. Vendor must allow and provide for the County of Marin IST Department to have a local back-up copy nightly. Vendor must discuss/document how these systems are load balanced to automatically respond to sudden bursts of activity in one or more locations. When the other system comes back online, it must automatically re-sync with the other site(s) so that these systems will again be identical. To minimize the effects of local catastrophes, Vendor must also use different Internet partners and separate power partners for each redundant site. You must identify and document such redundancy in your response. At a minimum, we require that the redundant systems be located in different states. If there have 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: cause of the outage; the length of the outage; what was required to bring the system back online, and what steps were taken to ensure the circumstances which caused the outage would not again render the system unavailable to ticket purchasers.

MARKETING

County of Marin wants to use the ticketing solution for marketing opportunities. These opportunities include direct mail, email, Internet, etc. Describe how your solution would accommodate this area. Is the product fully integrated with the software or a third-party add-on? If it is a third party product, please identify this relationship in Section 6. Describe your policies pertaining to the customer information obtained using your ticketing solution. Who owns the information and will the information be used by anyone other than County of Marin? The County would also like any disclosures to consumer and/or protections against unauthorized use or disclosure of consumer information and information on any problems with improper marketing access, use or disclosures in the past and how these issues were resolved.

DISTRIBUTION

The ticketing solution must provide for distribution via Internet, phone sales, window sales and mail orders. Also, the proposed ticketing solution should include any partnerships or relationships you currently have in place for ticketing outlets, and especially in the San Francisco Bay Area. If no ticketing outlets are present, please include a plan on how you will establish these relationships or assist the venue in a distribution network.

ACCESS CONTROL

Provide a description of your Access Control System, which includes the methodology of how the bar codes are generated when tickets are sold (voided, re-issued, transferred), system hardware architecture and database management. Explain how tickets are scanned and authenticated against a database and the available reporting options. Identify third party vendors and software providers whose solutions or hardware are integrated into your Access Control Solution. Explain who

supports the Access Control system and the recommended policies in the event the system fails during an event admission cycle.

Two to five entrances are used during ingress at a performance. Marin Center Box Office currently uses bar codes and scanners for access control at these doors/gates. Please list the hardware (access points, scanners, access control servers, etc.) required for your access control system and who is responsible for implementation and installation.

Please include any additional hardware specs for "paperless tickets" technology with your access control hardware specifications.

SETTLEMENT

All funds from ticket sales (including service fees) must be deposited directly into a County of Marin bank account daily. Describe in detail your policy regarding settlement if it is different from the current process mentioned above.

C. COMPANY BACKGROUND

(Proposal Section 3.0) Each proposal must provide the following information about the submitting proposer's company. The County, at its option, may require a Vendor to provide additional support or clarify requested information.

Background information shall include:

- How long the company has been in business.
- A brief description of the company size and organizational structure.
- How long the company has been selling the proposed software to clients similar to the County of Marin.
- Most recent audited financial statements for the software vendor as contained in relevant annual reports. The statements should include information on annual sales, profitability, etc.
- Listing of installs at entities similar to the County of Marin by name and State. The number of users, distinguished by type if relevant, should also be included.
- Any reference (including letters of support or endorsement from clients) indicative of the proposer's capabilities.
- Evidence that the vendor is a corporation, is in good standing and qualified to conduct business in California.

D. PROPOSED APPLICATION ENVIRONMENT

(Proposal Section 4.0) The Vendor must present, in detail, features and capabilities of the proposed application software.

1. This RFP is a request for software and implementation services. As such, proposals from software firms without an implementation mechanism will not be considered.
2. The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP or if the proposals are judged not to be in the best interests of the County. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Vendors at any time to gather additional information. Furthermore, the County reserves the right to delete or add functionality (i.e., modules) up until the final contract signing.
3. All third party software solutions proposed as part of this package are subject to the same guidelines of this RFP, unless otherwise stated. The Vendor will serve as the primary contact and is responsible for all work related to this RFP.

E. THIRD-PARTY PRODUCTS/OPTIONAL SOFTWARE

(Proposal Section 5.0) The Vendor shall explicitly state the name of any third-party products included as part of the proposed solution to the County. For each third-party product there should be a statement about whether the proposer's contract will encompass the third-party product and/or whether the County will have to contract on its own for the product.

A proposal must describe any products, features or other value added components recommended for use with the proposed system that have not been specifically requested in this RFP. The Vendor should also provide proof that it has access to the third-party software source code (owned or in escrow) and that the proposer has the ability to provide long-term support for the third-party software components of its system. Consideration of these products, features or other value-added components will be given where they may be of value to the County.

Vendors must include the cost of any third party products, including the software license cost, maintenance, implementation, training cost, and any other related costs in the total cost of this proposal.

F. RESPONSES TO FUNCTIONAL/SCOPE OF SERVICES REQUIREMENTS

(Proposal Section 6.0) In this section describe in detail how the product meets the requirements listed in the SCOPE OF SERVICES on pages 7-8 of this RFP.

G. IMPLEMENTATION PLAN

(Proposal Section 7.0) The Vendor must provide a detailed plan for implementing the proposed system. This information MUST include:

- Detailed methodology for implementing software. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.
- Detailed methodology for implementing third-party software (if proposed). Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.
- Explain how each of the following types of testing has been addressed in your implementation plan: (a) module testing; (b) integration testing; (c) parallel testing and (d) stress/load testing.
- Project organization chart showing County and vendor staff.
- Names, titles, and resumes of implementers likely to be assigned to this project.

H. TRAINING PLAN

(Proposal Section 8.0) The County is interested in using both Vendor and County provided training. The Vendor must provide a detailed plan for training. This information MUST include:

- Overview of proposed training plan/strategy, including options for on-site and/or off-site training services.
- The role and responsibility of the Vendor in the design and implementation of training.
- The role and responsibility of County staff in the design and implementation of training.
- The knowledge transfer strategy proposed by the Vendor to prepare County staff to maintain the system after it is placed into production.

I. MAINTENANCE AND SUPPORT PROGRAM

(Proposal Section 9.0) The proposal must specify the nature of any post-implementation and on-going support provided by the Vendor including:

- Post-implementation support (e.g., one month of on-site support after go-live).
- Telephone support (e.g., include toll-free support hotline, hours of operation, availability of 24/7 hotline, etc.)
- Special plans defining “levels” of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.

- Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
- Availability of user groups in general, and public sector user groups in particular, and their geographic areas.
- Problem reporting and resolution procedures.
- Bug fixes and patches.
- Support provided for third-party solutions.
- Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).
- If there is to be a separate maintenance contract, vendor should attach a sample form of such contract.

J. ACCEPTANCE TESTING

(Proposal Section 10.0) Specific mutually agreeable criteria for successful system operation will be established during the contract negotiation process, taking into account the County's functional specifications and the vendor's own software documentation. The selected Vendor will be required to participate with appropriate County staff in testing the functionality of the proposed system to ascertain conformance with the acceptance criteria before the County will accept the system. Vendors should detail their approach to acceptance testing and what criteria were generally used to signify acceptance at previous engagements.

Explain how each of the following types of testing has been addressed in your implementation plan: (a) module testing; (b) integration testing; and (c) stress/load testing. Also, explain any anticipated parallel testing that will be part of the overall implementation process.

K. CLIENT REFERENCES

(Proposal Section 11.0) The County considers references for the software vendor and any third-party vendors to be important in its decision to award a contract. The County will not call Vendors to tell them that their references will be contacted. The names and phone numbers of the project manager for each reference must be listed. Failure to provide this information may result in the Vendor not being considered further in the selection process.

L. PRICING

(Proposal Section 12.0) Include itemized costs for all components, services and features to be delivered. Costs should be identified as one-time or continuing. Purchase prices, lease prices, installation charges, and maintenance charges must be identified. Any equipment prices must be stated as FOB: San Rafael, CA. The County reserves the right to contact Vendors on cost and

scope clarification at any time throughout the selection process and negotiation process.

Please list any charges or costs County of Marin will incur for implementing your ticketing solution. If there are charges additional to the ones listed below, please indicate. If no additional charges for a particular service are expressly identified, the cost of that service is conclusively presumed included as part of the bid proposal budget.

- Cost of professional services typically required for implementation of services including process design, product configuration and product customization.
- Cost associated with training end users and IT support staff as well as the cost of any product documentation and reference materials.

Please estimate all support and maintenance costs associated with maintaining the solution over the term of the contract. Please include any costs associated with network connectivity, hosting, and similar types of costs. Be sure to include which services are and are not included in the costs.

Describe all telephone, networking, and/or Internet connections (data transmission capacity or bandwidth, service, etc.) required to install and operate your system at the Marin Center Box Office.

Specify any assumptions you made when estimating the cost.

Marin Center will want to use its existing equipment if possible. See list below:

1 Laptop
4 PC's
3 Credit Card Swipe's
4 BOCA Printers

As part of your financial proposal, please provide the following information, if applicable:

- Convenience/service charges for Marin Center events and for Marin County Fair
- Revenue share (of the convenience charge) to County of Marin
- All other charges/revenue sharing such as:

Credit/Debit Card Fees
Handling or processing fees
Print at home fees
Mobile ticket fees
Ticket insurance
Season or subscription fees
Ticket Stock
Training
Access Control
Equipment/Maintenance/Repairs

Any Marketing/Promotion financial incentives (i.e. advertising commitments, signing bonus, season ticket purchases, etc.)
Any other revenue expenses not contemplated herein.

M. EXCEPTIONS TO THE RFP

(Proposal Section 13.0) All requested information in this RFP must be supplied. Vendors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions. The County, in its sole discretion, may reject any exceptions or specifications within the proposal. Vendors may also provide supplemental information, if necessary, to assist the County in analyzing responses to this RFP. Exceptions to required features and functions considered essential by the County may result in disqualification of a proposal. Vendors may also provide supplemental information, if necessary, to assist the County in analyzing responses to this RFP.

N. TRIAL VERSION

(Proposal Section 14.0) All qualified proposers are required to make a functional version of their product available for testing and evaluation by County's evaluators as part of the selection process. Describe how you intend to meet this requirement.

O. VENDOR EVALUATION

A Vendor will be chosen by County of Marin based on among other criteria its ability to respond appropriately to the information sought in this **RFP** and to meet the County of Marin's financial goals. The successful Vendor will also demonstrate the value and suitability of its product functionality.

The intention of the County of Marin is to procure functionally complete, cost effective, and integrated software applications. Responses to this **RFP** will be evaluated according to the following criteria, in no particular order:

- Demonstrated performance of proposed system, system maintenance, system updates, and ongoing technical support.
- Quality, clarity and responsiveness of proposal in conformance with instructions, conditions, and format contained herein.
- Installation, implementation, and training plans.
- Vendor financial stability.
- Cost and quality of software/implementation services and costs incurred to the County of Marin as a result of the change in ticketing solutions.
- Potential on-site demonstrations and visits to client sites.
- The ability to demonstrate and generate new or additional revenue streams.

- The Vendor's experience in providing integrated ticketing and marketing solutions for venues similar in nature to the Marin Center and Marin County Fair along with additional company resources and overall industry resources and consultation the Vendor can provide.
- The Vendor's ability to supplement the personalized branded marketing needs of the Marin Center and Marin County Fair.
- The Vendor's compliance with ADA regulations.

A review will be performed of the responses given for each requirement. If the Vendor's base product does not completely meet the requirement, the Vendor must provide alternate methods and customization estimates where appropriate. If the alternate methods require a partnership between the Vendor and a third party it should be described. Should the requirement be satisfied in a future software release, the Vendor should provide the target release date. Vendor should further identify how enhancements to solution offerings are typically handled and if there are charges for the requested enhancements.

EVALUATION AND SELECTION PROCESS

GENERAL

After the established date for receipt of proposals, a listing of submitting Vendors will be available for public inspection on the Marin Center website. Qualifications and proposals submitted by interested Vendors will be reviewed and evaluated based on the evaluation factors set forth in the RFP. The following general criteria will be carefully considered by the County during the evaluation and selection process:

1. Functional and Technical Requirements

- Degree to which the proposal meets the functional and technical requirements of the RFP. Exceptions to required features and functions considered essential by the County may result in disqualification of a proposal.

2. Costs

- Competitiveness of proposer's total pricing. Pricing will not be the sole determining factor in awarding of the contract.

3. Vendor's Previous Performance, Qualifications and Technical Support

- Vendor's experience with other projects similar in scope.
- Vendor's experience under contract with local governments.
- Vendor's professional credentials and affiliations indicating their capabilities to provide services of this nature, size, and scope.

- Qualification of project management, appropriateness and completeness of implementation plan, physical resources available and availability of technical support
- Vendor's evidence of financial stability.
- Responses to reference checks.

4. Local Business Preference

In accordance with County of Marin Ordinance #89-2993, the County will assign a five percent preference on the price submitted by a local County business.

The County will make such inquiries as it considers necessary to obtain full information on the Vendors selected for further consideration, and each proposer is expected to cooperate fully in such inquiries.

PROPOSAL CONFIDENTIALITY

Each Vendor agrees that the contents of each proposal submitted in response to this RFP is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such proposals, except as provided for by law. Except as determined by the Department's Administrative Division, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided by law.

APPEALS PROCESS

Vendor may appeal the award of contract under this RFP in writing to the Director of the Department of Cultural and Visitor Services within seven (7) working days of the award recommendation, citing the basis for the appeal. The sole bases for appeal are:

1. Conflict of Interest
2. Failure to follow material RFP procedures that resulted in significant unfair advantage to the awarded applicant
3. Selected applicant is unqualified or disqualified
4. There is no substantial basis to select the awarded party

All appeals must be submitted in writing together with all credible supporting documentation. The decision of the Cultural and Visitor Services Director is final.

ATTACHMENT A

PROPOSAL RESPONSE CERTIFICATION

The undersigned, as Vendor, declares that they have read the Request for Proposals and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name of Firm

Street Address

City, State, Zip

Telephone / Fax Number

State of Incorporation

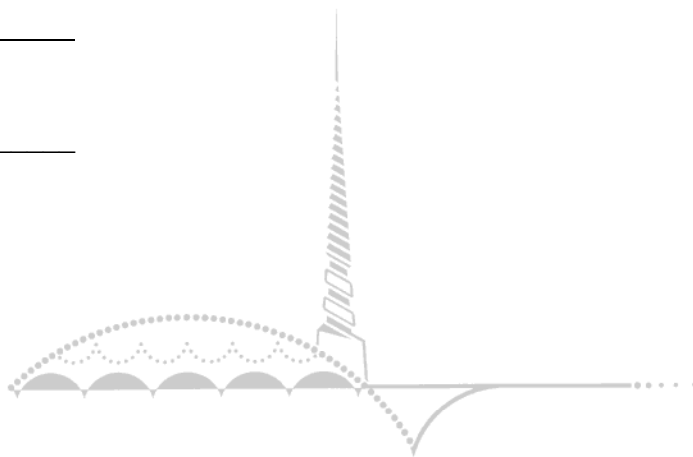
Tax ID Number

Signature of Proposer

Name and Title

E-mail Address

Date



**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2011 - Edition 1**

THIS CONTRACT is made and entered into this _____ day of _____, 20_____, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: _____ ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on _____, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the

completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. **Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
2. **Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
3. **For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the Excluded Parties List System at www.epls.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: _____
 Dept./Location: _____
 Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____
 Address: _____
 Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: _____
 Name: _____
 Title: _____

**APPROVED BY
 COUNTY OF MARIN:**

By: _____

=====

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: _____ **Date:** _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

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 box 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 tickets may be sold to members of the general public in the same three circumstances – in the case of a sell-out of all non-accessible seats, of all non-accessible seats in a particular seating location, or all non-accessible 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, box 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

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