



ROANOKE COUNTY

Purchasing Division

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September 8, 2021

ADDENDUM NO. 1 TO ALL BIDDERS/OFFERORS:

Reference – RFP 2022-020

Description: Timed Event Ticketing System

Issue Date: August 30, 2021

Proposal Due: September 13, 2021

The above Project is hereby changed as addressed below:

- A. Extension of Due Date & Time — the due date for proposal submission is hereby extended to **September 13, 2021 at 2:00 PM EST.**
- B. Revised Demo Dates – Due to the extension of the due date, the dates for potential product demonstrations are now September 15-16, 2021.
- C. Offeror Questions – Please see below for a list of questions received from prospective offerors, and the responses provided by the County as we are able.
 1. Sales history: please provide up to three years' history (skip 2020) of ticket sales numbers by sales channel.
 - Treetop Quest Walk-Up ONLY 2019 (MaxGalaxy) - 5,009
 - Treetop Quest Online 2020 (Active Endurance) - 5,543
 - Treetop Quest Walk-Up 2020 (Active Endurance) - 3,050
 - Illuminights Walk-Up 2019 (MaxGalaxy) - 12,421
 - Illuminights Advanced Sales 2019 (Active Endurance) - 30,676
 - Illuminights Advanced ONLY 2020 (Active Endurance) - 40,348 (30,240 Adult; 9859 Child)
 - Illuminights Tickets were sold online and over-the-phone with some customers, we do not have an exact amount of over-the-phone transactions.
 - Treetop Quest 2021 Through 8/29
 - Walk-Up – 4,879
 - Online Advanced – 2,845
 2. Current per ticket and per order fees: please provide a list of the current per ticket and per order prices are for any online, telephone, or sales onsite.

Roanoke County passes the fees to the customers.

Treetop Ticket Prices: <https://www.roanokecountyparks.com/505/Treetop-Quest>

| AGE | ONLINE (ADVANCE) | WALK-UP (AT GATE) |
|------------------------|------------------|-------------------|
| 4-6 | \$15 | \$18 |
| 7-17 | \$25 | \$28 |
| 18+ | \$35 | \$38 |
| Twilight Zip (ages 7+) | \$30 | \$30 |

Illuminights 2020: advance registration only

<https://www.roanokecountyparks.com/545/Illuminights>

| TICKET TYPE/AGE | PRICE |
|------------------------------|---|
| Child (ages 2-4) – Peak days | \$14 |
| Adult (ages 15+) Peak days | \$6 |
| Savings Days | \$2 off Peak Admission price |
| Groups/Discount Rates | Save \$1 off admission on Savings Dates |

Illuminights 2021: advance registration only

| TICKET TYPE/AGE | PRICE |
|------------------------------|---------------------------------------|
| Child (ages 2-4) – Peak days | \$15 |
| Adult (ages 15+) Peak days | \$5 |
| Savings Days | \$1 off Peak Admission price |
| Groups/Discount Rates | Option for discount codes to save \$1 |

3. Please explain and provide sample waivers for review (p. 13).

Please see Exhibit 1 to this addendum for a sample waiver for Treetop Quest.

4. Please provide additional detail on tokenization for credit card payments. Is there an existing merchant agreement with the County of Roanoke or any specific payment gateway requirements?

We do not have specific gateway requirements. We work with WorldPay to process credit card transactions for our recreation management software. The tokenization requirement is requested for protecting sensitive cardholder data by converting it to a string of randomly generated numbers.

5. Does the County have a specific credit card merchant account that they use? Are you open to using the Offeror's merchant account instead?

The current merchant is WorldPay. Use of another merchant account could be discussed.

6. Regarding p. 17, 2nd paragraph, "contractor has been awarded this nonexclusive contract;" typically ticketing partnerships are exclusive. Is the

County of Roanoke agreeable to an exclusive partnership and if not, please explain what other ticketing services might impact this opportunity.

This language is standard to our contractual agreements; as a rule the County does not enter into agreements with exclusivity. This is more a standard rule to allow the County the flexibility needed to pursue other avenues for services in the event a vendor cannot perform contracted services; and to prevent any legal conflict between contracts issued by various County departments. It is not the expectation of the County that other ticketing services will impact this particular opportunity.

7. Regarding p. 18, Contract term: is this a 5-year agreement, a 1-year agreement, or five 1-year agreements? Please explain.

The County's standard process is to award an initial term of one year, with the option to renew for four successive annual terms, for a total contract length of five years. Alternate options for initial term and renewal periods may be discussed during the RFP evaluation and negotiation processes and agreed upon by both parties.

8. Please provide details about what equipment you currently have. Does the County own these or are they provided by the ticket company?

- We currently have Orbital Scanning devices at our Point of Sale Workstations which are used to check in memberships at our Recreation Center and scan items for our POS system in at our Explore Park gift shop.*
- Our check-in process for Illuminights (Active Endurance) was scanning a QR code with an iPad to check in pre-registered attendees. When we had walk-up purchases in 2019, we had laptops with peripheral devices (credit card readers & receipt printers) to take payments on-site. If the iPads would function with the newly selected software, the County would continue their use. If the selected software does not function with the iPads, ticket scanners or another option would need to be considered.*
- Explore Park, which operates Treetop Quest, uses the Visitor Center/Gift Shop to check-in pre-registered attendees, as well as walk-ups through our Recreation Management System (MaxGalaxy/PerfectMind).*

9. What ticketing platforms are you currently using?

Active Endurance is used for Treetop Quest, since 2020, and was also used for Illuminights advanced registration in 2020.

<https://www.roanokecountyparks.com/651/Book-Your-Quest>

10. How many years has the County used Active.com?

The County of Roanoke has used Active Works/Endurance since summer of 2019 for Treetop Quest. The County also used Active in winter 2020 for Illuminights.

11. In addition to online reservations, is your intent to use the software as a POS system and process all walk-up orders, including those at Splash Valley Water Park?

Our intent for Splash Valley in the future is to possibly use the ticketing software as a way to sell advance admission tickets for the water park. Currently Splash Valley only offers walk-up, gate admission.

12. Pre-Covid, what was the annual volume of paid ticket sales (not comps) for online and walk-up?

Please see response to question 1 above.

13. What hardware, if any, does the County own with respect to ticket printers and scanners?

- We use iPads to check in Illuminights admissions*
- Treetop Quest it is a digital ticket/registration confirmation*
- We do not print tickets on-site*
- We do have orbital scanners on-site which are used to scan POS products in our gift shop.*

14. Would the County accept an initial contract length longer than one year; i.e. 3 years?

See Question 7.

15. What is the expected date of award? What is the desired go-live date (when tickets would be available online for purchase)?

- Go-Live for ticket sales for Illuminights: est. Friday, October 15, 2021 (set up/testing in late September/early October). Illuminights events begin November 20, through December 30.*
- The County intends to use the resulting ticketing platform for Treetop Quest registration beginning in the spring of 2022.*

16. Can you provide more information about the reserved seating requirements? For example, what is the capacity of the venue(s)?

- Treetop Quest capacity is 15 individuals per time slot. Time slots are every 20 minutes, 10 am - 6 pm weekends, and 10 am - 5 pm weekdays. (<https://www.roanokecountyparks.com/651/Book-Your-Quest>: choose a date from the calendar to view a registration set-up.)*
- Illuminights capacity would be set by time slot, in 15 minute intervals from 5 pm to 10 pm. Capacity will be determined by current Covid restrictions.*

Note: A signed acknowledgment of this addendum must be received at the location indicated on the original solicitation either prior to the proposal due date or attached to your proposal. Signature on this addendum does not substitute for your signature on the

original proposal/bid document. The original proposal/bid document must be signed.

Thank you,

Kate Hoyt

Phone: (540) 283-8149

KHoyt@roanokecountyva.gov

Sign Name:

Print Name:

Name of Firm:

Date:

TREETOP QUEST ASSUMPTION OF RISK AND WAIVER AGREEMENT

The Explore Park Aerial Adventure Course (the "Course"), a collaboration with Treetop Quest, LLC, is a physically-challenging outdoor aerial activity. Treetop and the Roanoke County Parks Recreation & Tourism staff have endeavored to design, build, and implement this Course with safety and adventure in mind.

The Course is comprised of progressively challenging aerial obstacles. Safety equipment will be provided to participants. Participants will soar through the forest on Tarzan swings, traverse cargo nets, balance on tightropes and fly across zip-lines. The Course reaches heights of 45 feet above the ground and speeds up to 25 miles per hour. As with any outdoor adventure activity, there are risks associated with participation in the Course, including bruising, muscle strains, rope burns, falls, and death. Participants will be secured into the course with a continuous belay system. I and/or my minor child understand that I/they must follow the rules of the Course and that risk of injury can be minimized by following all rules of the Course. I also acknowledge and understand that a requisite degree of personal responsibility and common sense are required to participate in the Course.



By my signature below, I do hereby agree to participate in and/or give consent for my minor child(ren) named below to participate in the Course. Knowing the material risks and appreciating, knowing and reasonably anticipating that injuries and death are a possibility, I assume all the risks normally incident to the nature of the activities and agree that the County will not be responsible for any damages or injuries resulting to me or my child(ren). Also, I understand that any injury incurred while using the Course and the resulting medical expense from that injury will be my responsibility.

I understand Roanoke County is not an insurer of my safety or the safety of my minor child(ren). I further understand that Section 15.2-1809 of the Code of Virginia sets forth that Roanoke County and its officers, agents, employees and volunteers are not liable for any injury that may result from the negligence of persons operating the Course.

By voluntarily taking part in the Course, I, on my own behalf and on behalf of my child(ren), heirs, next of kin, and all representatives, after having been advised of the potential hazards of this activity, do hereby WAIVE AND RELEASE all demands and claims, whether in law or in equity, that I or my child(ren), heirs, next of kin, and all representatives might otherwise have against Roanoke County, on account of any injuries, disabilities, death, property damage or losses and expenses of any nature whatsoever, resulting from participation in the Course.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the Commonwealth of Virginia, the remaining portions of the Agreement shall remain binding on the undersigned participant. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS, I MAY BE WAIVING CERTAIN CLAIMS ON BEHALF OF MYSELF AND/OR MY MINOR CHILD(REN).

XXX I Agree (Initial)

CORONAVIRUS / COVID-19 ASSUMPTION OF RISK

The novel coronavirus, COVID-19, has been declared a worldwide pandemic. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The County of Roanoke has put in place preventative measures to reduce the spread of COVID-19; however, the County cannot guarantee that you or your child(ren) will not become infected with COVID-19.

By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or my child(ren) may be exposed to or infected by COVID-19 by attending events or activities sponsored by the County of Roanoke, including Treetop Quest (the "Activities"), and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Roanoke County employees, volunteers, program participants and their families.

I voluntarily agree to assume all of the foregoing risk and accept sole responsibility for any injury to myself or my child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, or expense of any kind, that I or my child(ren) may experience or incur in connection with my or my child(ren)'s participation in the Activities. On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the County of Roanoke, its employees, agents, and representatives, of and from any claims, actions, damages, costs or expenses of any kind arising out of or relating to the Activities. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the County of Roanoke, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the Activities. I agree that this waiver of liability shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the waiver of liability as a whole. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING IT, I MAY BE WAIVING CERTAIN CLAIMS ON BEHALF OF MYSELF AND/OR MY MINOR CHILD(REN).

XXX I Agree (Initial)

Adult / Parent / Legal Guardian Printed Name

Signature

Date

Parent /Legal guardian of the following minor(s)

Name: _____ Age: _____ Name: _____ Age: _____

Name: _____ Age: _____ Name: _____ Age: _____