



22ND DISTRICT AGRICULTURAL ASSOCIATION (DISTRICT)
SAN DIEGO COUNTY FAIR

REQUEST FOR PROPOSAL (RFP)

RFP No. 23-901

RFP SCORING METHOD: SECONDARY METHOD (HIGH SCORE)
DGS Contracting Manual, Volume 1, Section 5.25

**Sportsbook Operator
for
22nd District Agricultural Association**

Contact Person: Angel Ramsey – Contracts and Purchasing Manager
Telephone: (858) 792-4263
Email: rfp@sdfair.com

This is the only authorized person designated by the State to receive communications concerning this RFP. **Please do not attempt to contact any other Staff or Board Member concerning this RFP.** Oral communication with fair officers and employees concerning this RFP shall not be binding on District, shall not be considered by District in reviewing or scoring a response to this RFP, and shall in no way excuse the Proposer of the obligations set forth in this RFP.

Date Issued: August 11, 2022

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Attachments:

Forms

Proposer/Contractor Status Form
 Certificate re California Government Code 1090 Disclosure of Interests Form
 Payee Data Record
 Contractor Certification Clauses
 Bidder's Declaration Form
 California Civil Rights Laws Certification
 Financial Proposal Form
 Proposer References Form

Reference Material

Center Floorplans

SECTION 1.0
DEFINITIONS & TENTATIVE RFP SCHEDULE

1.1 DEFINITIONS

RFP	Request for Proposal (Secondary Method)
Proposer/ Contractor	The individual, company, organization, or business entity submitting the proposal in response to the Request for Proposal.
District or 22nd DAA	Refers to the 22 nd District Agricultural Association, a California state institution, which operates and administers the Del Mar Fairgrounds/San Diego County Fair; the 22 nd District Agricultural Association is not a local government agency.
DGS	Refers to the Department of General Services, State of California, located at: 707 Third Street 2 nd Floor Sacramento, CA 95605 Attention: Legal Office
Committee	Evaluation and selection committee chosen by District to review, evaluate and score proposals received in response to the Request for Proposal. As required by Section 5.15(f) of the DGS State Contracting Manual, the members of the evaluation and selection committee will be from District.
Proposal	Refers generally to a proposal submitted by a Proposer to District in response to this RFP. Proposals are comprised of two sections, Technical and Financial.
Technical Section	Portion of the proposal that details qualitative considerations that may include but are not necessarily limited to: depth and level of relevant experience of the individual/organization, ability to meet the needs of District, management plan, services offered, and/or proposed personnel qualifications.
Financial Section	The revenue portion of the proposal, as detailed in the "Financial Proposal" form.
Responsive	Proposals that are timely and meet the requirements of this RFP will be considered "responsive".
Sample Standard Agreement	The Sample Agreement includes the Statement/Scope of Work, Payment Terms, General Terms and Conditions, Special Terms and Conditions and Insurance Requirements that are specific to the Agreement that will be awarded as a result of this RFP. For details of the services being requested under this RFP, see Section 6.0 – Sample Standard Agreement.
Operator/Renter	The individual, company, organization, or business entity awarded the contract to simultaneously manage and operate the Sportsbook and, at District's sole and absolute discretion, the Off-Track Betting program on behalf of District, excluding the summer and fall live race meets. Operator/Renter must be licensed by the California Horse Racing Board during the 2019 calendar year to conduct live horse race meetings at racing tracks located in the Counties of Alameda, Los Angeles, Orange, or San Diego and operated by a private entity, including a private entity operating on a state fairground within the identified counties.
Sportsbook	Establishment where gamblers can wager on various sports competitions

1.2 TENTATIVE RFP SCHEDULE**DATE****TIME**

RFP Release date	August 11, 2022	
Voluntary Pre-proposal Site Tour will be held on	August 24, 2022	11:00 am
Written Requests for Additional Information are due	August 31, 2022	11:00 am
Final Date for Proposal Submission at District's Contracts Department located in District Administration Building	September 14, 2022	11:00 am
Technical proposals will be reviewed and evaluated This includes but is not limited to the verification of the Proposer's Small Business Status, DVBE requirements (if applicable), and submitted references	September 19, 2022	
Presentations, conducted via Zoom are anticipated week of	September 19, 2022	
Notice of Intent to Award	September 26, 2022	
Contract Award	September 30, 2022	4:00 pm
Submitted to 22 nd DAA Board of Directors for Approval	TBD	

Contract will not be presented to the 22nd DAA Board of Directors for consideration or approval unless and until the provision of Sportsbook services, as contemplated by this RFP, is lawful in California and the District has performed all actions required by the California Environmental Quality Act.

Proposed Contract Commences TBD

Any proposed contract to provide Sportsbook services, as contemplated by this RFP, will not commence unless and until the provision of Sportsbook services, as contemplated by this RFP, is lawful in California and the District has performed all actions required by the California Environmental Quality Act.

District may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in this RFP, or impose conditions, and waive any irregularities or technicalities not related to legal requirements. District may re-advertise this RFP; postpone or cancel this RFP, at any time, during the RFP process. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of District. District reserves the right to make an award without the consideration of option or renewal years, as the interests of District may require.

(All above dates and times are subject to change.)

SECTION 2.0
GENERAL INFORMATION
PROPOSAL INSTRUCTIONS AND PROVISIONS

District is releasing this RFP with the intent to award a single contract for Sportsbook Operator.

On November 8, 2022, the citizens of California will vote on Proposition 26, a ballot initiative that, if passed, would allow on-site Sportsbook at horse-racing tracks in four specified counties for persons 21 years or older (the "Ballot Initiative"). Specifically, the Ballot Initiative, if passed, would authorize Approved Racetrack Operators (as that term is defined by section 19670 of the Business and Professions Code), to offer an on-site Sportsbook at the Del Mar Fairgrounds and Race Track ("Fairgrounds"). For reference, District is the only District Agricultural Association in California that will receive revenues from the Sportsbook operation under the Ballot Initiative.

Historically, District has operated the off-track betting (satellite wagering) on horse racing throughout the year at the Fairgrounds, exclusive of the summer and fall live race meets during which time it is operated by the Del Mar Thoroughbred Club. To provide an exceptional experience to patrons, District seeks to have the successful Proposer operate off-track betting, exclusive of the summer and fall live race meets, and the Sportsbook simultaneously; however, District may, at its sole and absolute discretion, decide to maintain control of District's off-track betting operation.

District is seeking a highly qualified operator to update the existing facility located in the Center (see Section 2.0 for a detailed description of the Center) into a first-class Sportsbook, and to offer, manage, and maintain a Sportsbook program utilizing District-owned facilities consistent with the Ballot Initiative.

The Sportsbook area requires a capital investment to update the existing facility to the standards necessary for a first-class Sportsbook operation. District is seeking an Operator with the demonstrated capacity, experience, and financial resources to make the required investment and provide a safe and enjoyable experience for all patrons, including the successful management of customer engagements. The Operator will be required to cover any and all costs incurred by District related to Sportsbook safety and security.

District board and staff have been actively engaged in a strategic planning process that has elaborated on the purpose, mission, vision, and values of District in pursuit of ensuring a quality experience to guests and patrons of District venues, including the Fairgrounds, Surf & Turf Recreation Center, and Del Mar Horsepark. Proposer is encouraged to elaborate in its proposal on its alignment with District's strategic direction.

In issuing this RFP, it is the objective of District to find an experienced Operator who has the capability to fund the necessary upgrades and manage and operate a first-class Sportsbook.

The principal objectives for the management and operation of the Sportsbook include:

- Organizational mission congruent with District's mission of offering agricultural, educational, recreational and entertainment opportunities to San Diego County residents;
- Positive net revenues to District;
- Ability to foster and maintain positive relationships with the local jurisdictions, neighbors, and patrons;
- No intensification of use of activities at The Center (includes Venue and Sportsbook operations);
- Fiscal solvency and financial ability to successfully improve and operate the facility; and
- Compliance with all local, State and Federal regulations and laws.

Proposer(s) acknowledges and accepts that as a result of the strategic planning process, District may, in its sole and absolute discretion, modify or cease certain uses in the future, in part or whole.

District may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in this RFP, or impose conditions, and waive any irregularities or technicalities not related to legal requirements. District may re-advertise this RFP; postpone or cancel this RFP, at any time, during the RFP process. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of District.

Any contract resulting from this RFP will be awarded to the Proposer(s) whose proposal(s), as determined by District, best meet(s) the requirements set forth in this RFP including the Statement/Scope of Work to be performed described in Section 6.0 Sample Standard Agreement, Exhibit A, and the Format and Content Requirements (Section 2.7) of Proposals. District will use the Secondary Method scoring process, as explained in the DGS Contracting Manual, Volume 1, at Section 5.25, et seq., whereby proposals include, and are scored on, both a financial and qualitative component, and the award is based on the highest total score, which includes the sum of the score for the financial component and for the qualitative component. Considerations on the qualitative component are outlined in Section 2.7. The award selection is based on a consideration of a combination of technical (qualitative component) and revenue factors (financial component) to determine (or derive) the proposal deemed most advantageous and of the greatest value to District.

The contract term shall be for five (5) years with three (3) five (5) year options to renew, at the sole and absolute discretion of District. The last option year expires December 31, 2042. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. District may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

2.1 HISTORY AND GENERAL BACKGROUND INFORMATION

District manages and operates the Fairgrounds on behalf of the State of California Department of Food & Agriculture, Branch of Fairs & Expositions. Operations are primarily funded by revenues generated through hosting both public and private events across three distinct properties: the 212-acre main campus known publicly as the Del Mar Fairgrounds, the 48-acre Surf & Turf Recreational Facilities, and the 64-acre equestrian center known as Del Mar Horsepark.

NOTICE: *The California Coastal Commission (CCC) has jurisdiction over all developments and improvements to District property. In addition, the San Diego Regional Water Quality Control Board (Regional Board) is the State agency responsible for ensuring compliance with the Clean Water Act and District is required to comply with the California Environmental Quality Act (CEQA).*

PURPOSE, MISSION, VISION & VALUES

District board and staff have been actively engaged in a strategic planning process that has elaborated on the purpose, mission, vision, and values of the organization in pursuit of ensuring a quality experience to guests and patrons of the Fairgrounds.

PURPOSE

We are a timeless community treasure where all can flourish, connect, and interact through year-round exceptional experiences.

MISSION

*We connect our community through shared interests, diverse experiences, and service to one another in an inclusive, accessible, and safe place with an emphasis on **entertainment, recreation, agriculture, and education.***

VISION

We will be the community's iconic place for social interaction and cultural expression, honoring traditions, embracing innovation, celebrating excellence, and having fun.

VALUES – We believe

Fun! ...in celebrating the ordinary and the extraordinary in unique ways.

A+ Quality ...in creating exceptional and memorable experiences.

Integrity ...in being responsible to our community, the environment and to one another.

Respect ...in providing an inclusive and interactive place where all people can connect.

Service ...in purposeful and inspiring engagement.

DEL MAR FAIRGROUNDS MAIN CAMPUS

The facilities consist of 200,000 square feet of trade show and meeting space, a 15,000-seat grandstand, a 3,500-9,000 seat multi-use outdoor arena, a one-mile dirt/turf surface horse racing track, and a 78,988 square foot entertainment center.

Events hosted at the Fairgrounds fall into two categories:

- Events produced by District, the largest being the annual San Diego County Fair;
- Events and activities produced by third-party promoters, which range from concerts and festivals, trade shows and consumer expos, equestrian competitions and animal shows, sporting events, fundraisers, and personal celebrations.

Several renters operate year-round on District properties including at the 48-acre Surf & Turf Recreation Facilities featuring tennis, swimming, volleyball, driving range, two miniature golf courses, golf pro shop, and a 70-site RV park. The Del Mar Thoroughbred Club is the largest renter of District, leasing on-site office space and operating two seasons of live thoroughbred horse racing. ASM Global's Premier Food Services has a dedicated staff exclusively managing event catering and on-site restaurant and bar food and beverage services.

SAN DIEGO COUNTY FAIR

With roots dating back to 1880, the annual San Diego County Fair is a celebration of local agriculture, industry and arts and is a treasured summertime tradition for generations of San Diegans. The San Diego County Fair starts off summer in early-to-mid June, ending in a rousing finale on Independence Day weekend. Drawing crowds reaching up to 1.5 million, the San Diego County Fair is the largest fair in California, ranks among the top ten fairs in the nation, and is the largest net revenue generating activity at the Fairgrounds.

THE CENTER

Originally built in 1988 as a satellite wagering facility on the Fairgrounds main campus, portions of the two-story, 123,650 square foot facility recently underwent a major renovation that has transformed two-thirds of the building into a live performance, theater-style entertainment venue. The Center, which is part of the larger Fairgrounds, will be unveiled in 2022, and will be home to the newly transformed 1,982-seat entertainment venue within it ("Venue"), District offices, and Sportsbook (including Satellite Wagering).

The Center is located at the northeast end of the Fairgrounds close to the corner of Via De La Valle Boulevard and Jimmy Durante Boulevard and within immediate access of California Interstate 5.

District shall be responsible for operating, maintaining, and repairing Center and District-owned equipment utilized in connection with its operation.

While entertainment is a highlight of the Fairgrounds, it is one component of robust programming that includes thoroughbred horse racing, equestrian, agriculture, education, recreational activities, attractions, amusements, commerce, food and beverage, and other exhibits which comprise the total Fairgrounds experience.

SPORTSBOOK OPPORTUNITY WITHIN CENTER

Contingent upon the certified Ballot Initiative (19-0029A1) for the November 2022 general election that, if passed by California voters, would authorize Approved Racetrack Operators (as that term is defined by section 19670 of the Business and Professions Code), to offer Sportsbook at specific locations, including the Del Mar Fairgrounds located in San Diego County.

Additionally, District seeks to have the successful Proposer operate off-track betting, exclusive of the summer and fall live race meets, and the Sportsbook simultaneously; however, District may, at its sole and absolute discretion, decide to maintain control of District's off-track betting operation.

The second floor of the Center consisting of the Saddle Club, Lounge, Terrace, and adjoining restrooms, shall be designated for the Sportsbook operation, and along with common areas such as elevators, stairwells, landing, and foyer/entryway, will require capital investment as these areas were not included in the recent facility updates. Additionally, Operator shall be responsible for updating the HVAC system to integrate with the existing Center HVAC system.

DEL MAR EQUESTRIAN CENTER CAMPUS

Located in the San Dieguito River Valley two miles east of the Fairgrounds main campus, equestrian enthusiasts participate in a variety of activities including riding lessons, horse boarding and training, and shows in multiple disciplines. The facility has a covered and lighted arena seating capacity of 1,320 within two grass jumping stadiums, four show rings, four training rings, and one dressage ring.

SURF & TURF RECREATION CENTER CAMPUS

Located across Jimmy Durante Boulevard from the Fairgrounds main campus, Surf & Turf Recreation Center is home to several year-round renters that provide sports and training facilities for tennis, swimming, volleyball, and golf including driving range, two miniature golf courses, golf pro shop, and a 70-site RV park.

District is required to comply with the Coastal Act for any and all new development and intensification of uses. As such, this RFP has been written for the operation and use of a portion of Center for the Sportsbook within the existing 8,942 square feet of available area within the overall 123,650 square feet of the existing Center structure. Daily patrons at the existing structure are capped at 5,500 per day. In conjunction with other uses (concert/event venue and off-track betting), Sportsbook patrons would be capped at 600 per day. Alternatively, and only when properly schedule in advance, single uses at Center will be allowed to make up the entirety of the 5,500 per day capacity. As an example, the 5,500 patrons on a given day could be entirely Sportsbook patrons or entirely concert patrons, provided that appropriate and enforceable measures are taken to ensure that only one use is utilizing Center and that the per day maximum is not exceeded. Proposals that include new or different uses or propose new development or redevelopment larger than what currently exists or results in daily attendance numbers to Center greater than 5,500 will not be considered. Updates to the existing area to be used for Sportsbook would be allowed so long as they do not increase the overall square footage of the Center or allow for the intensification of uses above the maximum capacity of Center (5,500 patrons/day). Such updates could include redecorating the interior space and repairs and maintenance of the existing area.

District is seeking a highly qualified operator to update the Sportsbook operation area (Saddle Club, Lounge, Terrace, adjoining restrooms) and HVAC system, along with common areas such as elevators, stairwells, landing, and foyer/entryway, and to integrate the HVAC system with the existing Center HVAC system, into a first-class Sportsbook, and to offer, manage, and maintain a Sportsbook program utilizing District-owned facilities consistent with Ballot Initiative.

2.2 PROPOSER RESPONSIBILITY

Read the RFP documents very carefully, as District is not responsible for errors and omissions on the part of the Proposer. **Note, the Terms and Conditions have been relocated to Section 6.0, as part of the Sample Standard Agreement.** Also, carefully review all final documents before submission to District, as the Committee will not interpret or correct detected errors in a Proposer's calculations. The submission of a Proposal shall be conclusive evidence that (i) the Proposer has observed and carefully examined the RFP as to the nature, quality, and scope of work to be performed; (ii) the Proposer is capable of performing the type and quality of work identified in the RFP to achieve District's objectives; and (iii) the Proposer is capable of meeting the administrative compliance requirements in preparation of the proposal.

2.3 VOLUNTARY SITE TOUR

District will conduct a voluntary Pre-Bid Site Tour on August 24, 2022 beginning at 11:00 am at the following location:

The Center
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

Though attendance is not mandatory, prospective Proposers that intend to submit a proposal are highly encouraged to attend this Voluntary Site Tour. It shall be each prospective Proposer's responsibility to attend the Site Tour promptly at 11:00 am. District reserves the right not to repeat information for participants that join the tour after it has begun. The voluntary Site Tour is a public event or meeting and anyone may attend.

Spontaneous verbal remarks provided in response to questions/inquiries are unofficial and are not binding on District unless later confirmed in writing as an addendum to this RFP.

Prospective proposers should carefully review this RFP before the site tour date to become familiar with the qualification requirements, scope of work and bid content requirements. Prospective Proposers are encouraged to have their copy of this RFP available for viewing during the site tour.

Shortly after the tour, District will summarize all questions and issues raised and post an Addendum on District's website at the following internet address: <https://delmarfairgrounds.com/about-us/public-information/#bids>.

Proposers are responsible for their costs to attend/participate in the tour. Those costs cannot be charged District or included in any cost element of the Proposer's price offering. All Proposers who want to attend the pre-proposal site tour should RSVP, no later than 72 hours before the site tour, by email to: RFP@sdfair.com.

2.4 PRESENTATIONS

During the evaluation period, District Committee may elect to schedule presentations; they will be conducted via Zoom only. Only those Proposers that meet the requirements set forth in Sections 4.1(A) and 4.1(B) of this RFP will be invited to provide a Zoom presentation. District has tentatively identified the week of **September 19, 2022**, to conduct Zoom presentations. All Proposers are asked to keep these dates available. No other presentations dates will be provided. Therefore, if a Proposer is unable to attend the Zoom presentation on these dates, its proposal may be eliminated from further evaluation or scored negatively. The presentation will consist of a short presentation by the Proposer limited to a specified amount of time and the Committee may ask questions related to the Proposer's technical proposal and qualifications. Proposers will not be allowed to ask questions. The presentation must be consistent with

the Proposal and may not modify or supplement the written Proposal. Attempts to use the presentation to modify or supplement the written proposal may, in District's sole discretion, disqualify the Proposal and remove it from any further consideration. For Proposers who need assistance attending the Zoom presentations due to a physical impairment, a reasonable accommodation will be provided upon request. Such request must be made by email to: rfp@sdfair.com, no later than the close of business on the fifth working day prior to the scheduled date and time of the presentations.

2.5 WRITTEN REQUESTS FOR ADDITIONAL INFORMATION

In the opinion of District, this RFP is complete and without need of explanation. However, if a Proposer has questions, or requires any clarifying or additional information, the Proposer must submit in writing any and all questions or requests for information. Requests must be clearly labeled, "Written Request for Information re RFP No 23-901." All requests must provide sufficient information for District to decide whether to provide any additional or clarifying information based upon the initial submittals. District's response, if any, will be based upon this information and will be publicly disseminated. Inadequate information will cause Proposer's written request for information to be denied. Written requests for information may be submitted by facsimile, mail, courier and **preferably by email to rfp@sdfair.com, no later than 11:00 am, August 31, 2022.** The identity of the Proposer submitting the written request(s) for information will not be revealed. Responses to questions will be released as a Question and Answer Summary via addendum.

2.6 CHANGES TO THE RFP (ADDENDA)

Any request to change this RFP must be submitted in writing in accordance with the instructions "Written Requests for Additional Information." If necessary, District will modify the RFP before the date set for submission of final proposals, by issuing a written addendum to all parties who have been furnished notice of the RFP for bidding purposes. ***There will be no verbal changes. Verbal communications are not binding on District.***

The effect of all addenda to the RFP shall be considered in each Proposer's proposal, and the addenda shall be made a part of Proposer's proposal, and shall be returned with Proposer's proposal or acknowledgment of addenda.

Important: All Proposers should inquire from the Contact Person listed below whether any addenda have been issued prior to submitting a proposal in response to the RFP. It is the Proposers responsibility to ascertain and confirm they have received all addenda issued to this RFP before submitting a proposal. Failure to recognize the effect of issued addenda in any proposal will render the proposal non-responsive and result in its rejection.

Written acknowledgment of receipt of all addenda must be noted on the Addendum Letter in the space provided.

2.7 FORMAT AND CONTENT REQUIREMENTS

A. Format Requirements

The Proposer must remember to:

- * Follow the proposal format instructions;
- * Present the information in the order and manner requested;
- * Answer the questions in the RFP; and
- * Provide the data requested by the RFP.

Information in this section is to be provided in the order requested, beginning with the cover letter page. Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8-1/2 x 11-inch paper; and all narrative portions of the proposal should be typed. Pre-printed documents and or example materials may be submitted in their original format with the Technical Proposal as an attachment.

Proposals not following the requested format may be deemed non-responsive and therefore rejected or it may affect the score of the proposal.

B. Proposal Content Requirements

Proposal shall contain the following:

1) Proposal Cover Letter

The **signed** Proposal Cover Letter on the letterhead of the Proposer, containing the following statement **verbatim**:

“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures, addendum(s) and instructions concerning RFP 23-901, to which this proposal responds, have been read and understood. Further, in signing this letter as the authorized representative of the submitting Proposer, it is expressly agreed by the Proposer that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. Additionally, Proposer agrees that if the submitted proposal is not in the required format of the RFP, Proposer’s proposal will be deemed non-responsive.”

The person’s name must be printed clearly above the signature line and signature must be dated.

IMPORTANT! If Proposer fails to submit this verbatim document or it is not signed and dated, the proposal will be rejected as being non-responsive.

2) Minimum Qualification Requirement

- a. Approved Racetrack Operator – Proposer must be licensed by the California Horse Racing Board during the 2019 calendar year to conduct live horse race meetings at racing tracks located in the Counties of Alameda, Los Angeles, Orange, or San Diego and operated by a private entity, including a private entity operating on a state fairground within the identified counties.

3) Technical Proposal

a. Relevant Experience and Qualifications

Demonstrate competency and experience to provide Sportsbook program and related services of Proposer and Proposer’s subcontractor(s), if any.

Include an organization chart. Discuss employee development, professionalism, and code of conduct standards.

- Indicate key personnel’s level of involvement in providing the services outlined in Statement/Scope of Work.

- Provide resumes for executives, managers, and key staff members including qualifications, relevant education, and/or experience.

b. Business Plan

Demonstrate the ability to perform in this type of business clearly and articulate an achievable business plan for operation that indicates Proposer's depth and understanding of the requirements as set forth in the Statement/Scope of Work, and within this RFP, including ability to effectively plan and prepare operation to commence in early 2023. Narrative should include a philosophy statement demonstrating Proposer's approach to creating an exceptional customer experience, solid employee relations, and positive economic impact in a complementary manner with other activities held within Center and/or on the Fairgrounds. Discuss approach toward communicating issues with District staff. Narrative should describe Proposer's vision and goals for meeting District's objectives identified in Section 2.0. Prepare a pro forma for the first five years of operation; include all start-up costs as well as ongoing variables and fixed costs. Discuss trends in the industry, customer service, and marketing, as well as any intended investment into physical property taking into consideration limits described in Section 2.0.

c. Financial Strength and Stability

Provide financial statements and identify working capital and lines of credit to operate and sustain the operation as proposed. Identify capital for start-up costs and the proposed initial investment. Discuss the ability to maintain strength and stability long-term. Identify additional capital as necessary. Describe methods and basis for budget development and procedures to ensure fiduciary responsibility.

d. Capital Investment Plan

Provide description of proposed updates to the HVAC and space of the Sportsbook operation and common areas within Center and identify working capital for said updates, taking into consideration limits described in Section 2.0 and Proposer's understanding that any updates that may require approval by the Division of the State Architect and/or Office of the State Fire Marshal.

e. Community Contribution Plan

Demonstrate Proposer's plan of investment and contribution to the local community.

4) Financial Proposal Bid Form

The Financial Proposal Bid Form must be completed and signed. If Proposer fails to submit this document, and it is not **signed and dated**, the proposal will be rejected as being nonresponsive.

Any addition, omission or modification of the form will result in automatic disqualification.

5) Required Attachments to be completed and included in the Proposal Package are outlined in Section 5.0

2.8 PROPOSAL SUBMISSION INSTRUCTIONS

- Assemble one original and two copies of the proposal package.

- The original proposal must be marked "MASTER." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the Proposer. All additional proposal sets may contain photocopies of the original package.
- The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Please DO NOT use coil or spiral binding. Proposers are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and the clarity and completeness of the proposal's content. Deviations may affect the score of the proposal.
- Place the proposal in a single envelope or package, if possible. If more than one envelope or package is submitted, carefully label each one as instructed below, and mark on the outside of each envelope or package "1 of X", "2 of X", etc.
- Mail or arrange for hand delivery of the proposal package to District at its administrative offices, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014. Sealed proposals must be physically received no later than the date and time indicated under Section 1.2 of this RFP.
- Proposals must be submitted in sealed packages. The outside of your proposal package must be labeled with the Proposer's name on the outside and addressed as follows:

**RFP 23-901 Sportsbook Operator
22nd District Agricultural Association
Administration Building – Contracts Department
2260 Jimmy Durante Boulevard
Del Mar, CA 92014-2216**

- Failure to meet these requirements will result in a non-responsive proposal and proposals received after this date and time will not be considered, and will be returned, unopened. **Faxes and emails will not be accepted.** The Proposer is solely responsible for ensuring that the complete proposal is received by District in accordance with the RFP requirements. District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or any other mis-delivery. Proposals received after this date and time will not be considered, and will be returned, unopened.
- Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal.

2.9 CONTRACT AWARD

If a contract is awarded, it shall be granted to the Proposer with the **highest total scored proposal**. (See Section 4.0 for further details). District will post a Notice of Intent to Award online at <https://delmarfairgrounds.com/about-us/public-information/#bids> as well as at District's Administration Offices for five (5) working days before officially awarding the contract. In addition, a copy of the Notice of Intent to Award will be emailed to each Proposer.

A contract award is not final until:

- the time for protesting the Notice of Intent to Award has expired, and/or;
- protests filed, if any, have been withdrawn or rejected by DGS; and
- The District performs all actions required by the California Environmental Quality Act; and
- if necessary, the proposed award has been approved by the California Department of Food & Agriculture and/or DGS.

Any contract awarded following completion of the RFP process will be subject to the satisfaction of specific express conditions precedent (collectively, the “Express Conditions”), including:

- (1) California voters approve the Ballot Initiative during the November 2022 General Election, authorizing the provision of Sportsbook in California at the Fairgrounds,
- (2) Written Approval by the California Infrastructure and Economic Development Bank (“iBank”) for District to use a portion of the Center for Sportsbook, in accordance with Section 6.1 of the First Amendment to Installment Sale Agreement by and between District and the iBank (Agreement No. CIEDB-19-132),
- (3) District’s completion of all actions required by the California Environmental Quality Act, which actions may include the preparation of a Notice of Exemption, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report, and
- (4) Completion of any necessary amendments to District’s existing Coastal Development Permit(s).

District will determine, in its sole and absolute discretion, whether each and every one of the Express Conditions has been satisfied and will provide Contractor with written notice either way.

Once District provides written notice to Contractor confirming that the Express Conditions have been satisfied, District and Contractor will determine the contract term start date, consistent with this RFP. If District determines, in its sole and absolute discretion, that each and every one of the Express Conditions has not been satisfied by December 31, 2024, the contract awarded following this RFP process shall be null and void and Contractor shall not be entitled to payment from District for any direct or indirect costs incurred to satisfy the Express Conditions.

District reserves the right to reject any or all proposals for any reason, to make and award without any discussion or interviews, to request additional information, and to negotiate any minor details, terms or conditions.

District reserves the right to require confirmation of information furnished by any Proposer, or for the Proposer to provide additional evidence of qualifications to perform the work. Failure to provide this additional evidence may result in the rejection of the proposal and its removal from further consideration.

It is District’s intention to award a contract that includes all requirements under this RFP to one Proposer.

2.10 CEQA COMPLIANCE

District shall not approve any contract pursuant to this RFP until District performs all actions required by the California Environmental Quality Act (“CEQA”). Such actions may include the preparation of a Notice of Exemption, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report. The selection of a successful proposal is expressly conditioned on compliance with CEQA and there shall be no right to proceed with any contract pursuant to this RFP until District has completed the actions required by CEQA and approved at a duly noticed public Board meeting a contract with the successful Proposer. District maintains its full discretion, notwithstanding its selection of a successful proposal under this RFP, to reject or cancel any contract and determine not to proceed with Sportsbook at the Fairgrounds based on any environmental impacts identified in the CEQA process. District also maintains its full discretion to impose any express conditions to mitigate environmental impacts of Sportsbook or consider any alternatives to the proposal for Sportsbook, including a “no project” alternative. District will not prejudge or predetermine the potential environmental impacts of approving a contract for Sportsbook.

2.11 SMALL BUSINESS PREFERENCE

California law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract 25% with a certified SB/MB firm(s) to receive a 5% preference on applicable state solicitations. The effect of the preference is to help SB's/MB's be more competitive in the proposal process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computational purposes to determine the winning proposal; the actual proposed amount remains the same.

If you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with the Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting 25% with certified SB/MB (s), you must provide copies of Small Business Certification(s) and a completed Bidder's Declaration with your proposal in order to receive the preference.

Certification Application

To apply for Small Business Certification, go online to <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>. To receive your hard copy form by mail, email osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

Your complete certification application package must be received by the OSDS no later than 5 p.m. of the proposal due date. Your certification effective date will be the date the application is properly received and deemed complete by the OSDS. Incomplete application submittals will delay your certification status and may result in the loss of your 5% preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

You may mail, hand-deliver or express-mail your package to:

Office of small Business and DVBE Services (OSDS)
Attn: BDD Unit
707 3rd Street, 1st Floor, Room 1-400, MS 210
West Sacramento, CA 95605

2.12 PROPOSER/CONTRACTOR STATUS FORM

All Proposers must complete, sign and submit this form in response to the RFP. District reserves the right to verify the information on the Proposer/Contractor Status Form. **If the Proposer is a corporation, the form must include the title of the person signing the form (i.e., corporate officer status), and a copy of the corporate resolution authorizing the signing of the form must be attached.** If the Proposer is a partnership, the signing partner must indicate whether that partner is a limited or general partner.

2.13 DVBE REQUIREMENTS

District elects to waive the Disabled Veteran Business Enterprise (DVBE) program requirement this solicitation. No DVBE requirement is made for this solicitation. However, it is the policy of District to encourage DVBE contractors to participate in the competitive procurement process. State Certified DVBE prime contractors or non-DVBE prime contractors subcontracting 5% to State Certified DVBE(s) will receive a 5% preference scoring incentive to be applied when determining award, for evaluation purposes only. The incentive is only used for computational purposes to determine the winning proposal; the actual proposed amount remains the same.

2.14 INSURANCE

2.14(a) INSURANCE REQUIREMENTS AT TIME OF PROPOSAL

A copy of Proposers current insurance certificate (or a letter confirming coverage) must be included with the Proposal. The copy of the insurance certificate, or letter confirming coverage, included with the Proposal must confirm \$1,000,000 in commercial general liability coverage, evidence of automobile liability coverage, and, if Proposer has employees, Workers' Compensation insurance coverage.

If the Proposer is not on the California Fair Services Authority's (CFSA) Master Insurance List and fails to include a copy of Proposer's current insurance certificate confirming the coverages identified above in this Section 2.14(a), District shall provide written notice of this failure to Proposer. If Proposer fails to provide a copy of Proposer's current insurance certificate confirming the coverages identified above in this Section 2.14(a), within 2 business days of receipt of the Failure Notice, District may reject the proposal.

2.14(b) CONTRACTOR INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

After the proposed contract has been approved by 22nd DAA Board of Directors at a duly noticed public meeting, but before execution of the contract, and if the Proposer awarded the contract is not on the CFSA Master Insurance List, the Proposer awarded the contract shall provide District with an original Certificate of Insurance including \$1,000,000 in commercial general liability, evidence of automobile liability coverage, and, if Proposer has employees, Workers' Compensation coverage,

The original certificate of insurance provided to District under this Section 2.14(b) must include the following, **unless** the Proposer is on the California Fair Services Authority's (CFSA) *Master Insurance List*:

- Evidence of appropriate insurance coverage for the term of the contract, including but not limited to \$1,000,000 in commercial general liability insurance;
- Evidence of Workers' Compensation Insurance as required by law;
- A commitment by the insured to provide a 30-day cancellation notice;
- An endorsement stating this insurance is primary and noncontributory with District, with name and address shown, listed as certificate holder; and;
- The additional insured endorsement and paragraph in exactly the following words:

"That the State of California, the California Fair Services Authority, the 22nd District Agricultural Association, the State Race Track Leasing Commission, the Del Mar Race Track Authority, the California Department of Finance, the California Department of General Services, the California Department of Food and Agriculture, and their directors, officers, agents, servants, and employees, are made additional insured, but only insofar as the operations under this contract are concerned."

2.15 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in: (1) preparing the proposal in response to this RFP No. 23-901; (2) submission of said proposal to District; (3) negotiating any matter related to this proposal; (4) preparation and submission of any bid protest related documents and materials; and (5) any other expenses incurred by Proposer prior to date of award.

District shall not, under any circumstance whatsoever, be liable for any expenses incurred by any Proposer before the execution of a contract resulting from this solicitation. Proposer shall not include any such expenses as part of the price as proposed in response to this RFP.

2.16 SIGNATURE

The Proposal Forms, Certifications, Letters, and all Documents **must be signed** with the Proposer's name as indicated. A Proposal by a corporation must be signed by a duly authorized officer, employee or agent.

2.17 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by District to meet the requirements of this RFP, additional detailed costs or financial data may be requested of the single Proposer. A cost or financial analysis may be performed by or on behalf of District of the financial proposal in order to determine if the proposal is fair and reasonable. The Proposer expressly agrees to such analysis by submitting a proposal in response to this RFP.

A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Financial Proposal. It is conducted by District to form an opinion as to the degree to which the proposed costs represent what the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the Proposer is applying sound management in proposing the application of resources to the operational effort, and whether costs are allowable, allocable and reasonable. Any such analyses, including the results from that analysis, shall not obligate District to accept such a single proposal; and District may reject such proposal in its sole and absolute discretion.

2.18 JOINT OFFERS

Where two Proposers elect to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

2.19 TAXES

Proposer shall pay any and all taxes of whatever character that may be levied or charged upon the Premises, or upon the Renter's improvements, fixtures, equipment, or other property thereon or upon the Renter's use thereof.

2.20 NONASSIGNMENT

Any attempt by the Proposer, including any of Proposer's subcontractors, to assign, subcontract, or transfer all or any part of the agreement resulting from this RFP in any manner whatsoever shall be void and unenforceable without District's prior written consent; which consent may be granted or withheld in District's sole and absolute discretion. Assignment shall include a sale or any transfer of more than 50% of any corporate stock. Any such consent shall not relieve the Proposer from full and direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this agreement.

2.21 LOSS LEADER

It is unlawful for any person engaged in business within the State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the California Business and Professions Code.

2.22 UNANTICIPATED TASKS, TIME OR DELIVERABLES

In the event of unanticipated deliverables, additional time or additional work must be performed that is not identified in this RFP, but in District's opinion is necessary to successfully accomplish the statement of work or technical specifications, District will initiate a contract amendment to add time, deliverables or

tasks. Unless otherwise indicated, all stipulated terms and conditions appearing in the resulting contract including fixed costs, unit pricing, expenses or rates will apply to any additional work.

2.23 CONFLICT OF INTEREST

This RFP process shall be governed by, and any resulting agreement executed by District with the successful Proposer will include, the following provision:

“Contractor will comply with the requirements of California Government Code Section 1090 et seq. and any and all other ethics laws applicable to the performance of this Agreement. The Contractor may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Contractor’s obligations pursuant to this Agreement. The Contractor agrees to cooperate fully with District and to provide any necessary and appropriate information requested by District or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Contractor’s obligations pursuant to this Agreement. Contractor may not employ any 22nd DAA director, official, officer or employee in the performance of this Agreement, nor may any director, official, officer or employee of District have any financial interest in this Agreement that would violate California Government Code Section 1090, et sq. Contractor acknowledges and understands that, if this Agreement is made in violation of Government Code Section 1090, et seq., this entire Agreement is void and Contractor will not be entitled to any compensation for Contractor’s performance of this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse District for any sums paid to the Contractor under this Agreement. Contractor understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California. Any violation by the Contractor of the requirements of this provision will constitute a material breach of this Agreement, and District reserves all its rights and remedies at law and in equity concerning any such violations.”

Proposers are required to document in writing to the Contact Person identified on the cover of this RFP any known, suspected, or potential conflict of interest with a 22nd DAA director, official, officer or employee and or their immediate family, whether contractual, ownership (including but not limited to any ownership interest in any corporation, partnership, association or other legal entity, or any stock option or other rights pertaining to any such entity), financial or employment related, in or involving this procurement or resulting agreement. See Certificate re California Government Code 1090 and Disclosure of Interests form included in this RFP. If any such interest arises at any time during the solicitation period, a full and complete written disclosure should be made immediately to District.

2.24 SCOPE OF WORK

See Sample Standard Agreement, Exhibit A entitled, “Statement/Scope of Work” that is included in Section 6.0 of this RFP. Exhibit A contains a detailed description of the services and work to be performed as a result of this RFP.

Exhibit A describes the work to be performed by the Proposer who is awarded the contract and contains the language, terms and conditions that shall be incorporated and will become a part of any contract awarded pursuant to this RFP.

2.25 RESULTING CONTRACT

If an award is made following the RFP process, and the Express Conditions identified in Section 2.9 of this RFP have been satisfied, any agreement between the successful Proposer(s) and District is not valid or enforceable unless and until that agreement is approved by 22nd DAA Board of Directors at a public

meeting. The resulting agreement between District and the successful Proposer(s) will include the following documents:

- A. The attached sample Standard Agreement including the Scope/Statement of Work, Terms and Conditions, and Insurance Requirements
- B. RFP 23-901 General Provisions (incorporated by reference)
- C. Addenda to the RFP (No. 23-901) (incorporated by reference)
- D. District's response to written questions and clarifications to the RFP (No. 23-901) (incorporated by reference)

A proposer's unwillingness or inability to agree to the terms and conditions shown below or contained in any exhibit identified in this RFP may cause District to deem a proposer non-responsible and ineligible for an award.

In general, District will not accept alterations to the General Terms and Conditions (GTC), Special Terms and Conditions, the Scope of Work or alternate Agreement/exhibit language submitted by a Proposer. District will consider a proposal containing such provisions "a counter proposal" and may reject such a proposal.

SECTION 3.0 RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

3.1 ERRORS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer shall immediately notify District of such error in writing, addressed to the Contact Person listed on the cover page of this RFP, and request modification or clarification of this document.

Modifications and clarifications by District, if any, will be made in writing by way of an addendum issued pursuant to paragraph 3.2 below.

3.2 ADDENDA

If necessary, District will modify the RFP prior to the date set for submission of final proposals, by issuance of a written addendum to all parties who have been furnished notice of the RFP for proposal purposes.

All Proposers should inquire from the Contact Person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to the RFP.

3.3 GROUNDS FOR REJECTION OF PROPOSAL

A proposal **shall** be rejected if -

- **Untimely**. If it is received at any time after the exact time and date set for receipt of proposals, as stated in Section 1.2. The Proposer is solely responsible for ensuring that the full proposal package is received by District in accordance with the solicitation requirements, prior to the date, time, and place specified. District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mis-delivery.
- **Multiple Proposals Submitted**. If the Proposer has submitted multiple proposals in response to this RFP, without formally withdrawing other proposals.
- **Not Signed**. If the Proposer does not provide a signed cover letter on the letterhead of the Proposer with the statement contained in Section 2.7, verbatim.
- **Timed Expiration to Proposal**. Proposal cannot be “timed” to expire on a specific date. For example, a statement similar to “this proposal and cost estimate are valid for sixty (60) days,” is considered conditional and non-responsive to the RFP and shall be rejected.
- **Contractor Insurance Documentation Not Submitted**. If Contractor does not submit its own insurance documents and information.
- **Requires 22nd DAA to Make Purchases**. If a Proposal requires District to purchase software, equipment, unused devices, any aspect of the digital ticketing and redemption system or carnival game operation, or pay any additional fees or costs not specifically identified in this RFP.

A proposal **may** be rejected or the score of a proposal may be affected (at District’s sole and absolute discretion), if -

- It is incomplete, or if it contains any alterations of form or other irregularities of any kind. District may, at its sole and absolute discretion, reject any proposal, all proposals, or part(s) thereof; re-advertise this RFP; postpone or cancel, at any time, this RFP process; reject any item(s), requirement(s), term(s) or condition(s); or waive any irregularities in a proposal or this RFP.

- It contains false or misleading statements or references which do not support attributes or conditions contended by the Proposer. (The Proposal shall be rejected if District determines, in its sole and absolute discretion, that the information was intended to mislead District in its evaluation of the proposal and the attribute, condition, or capability of meeting the requirements of this RFP.)

3.4 STATE'S RIGHT TO REJECT ANY OR ALL PROPOSALS

It is the policy of District not to solicit proposals unless there is a bona fide intention to award a contract. However, District may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in this RFP, or impose conditions, or impose conditions, and waive any irregularities or technicalities not related to legal requirements. District may re-advertise this RFP; postpone or cancel this RFP, at any time, during the RFP process. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of District.

3.5 PROTESTS

Only Proposers may file a protest against the awarding of the contract.

The protest must be filed in writing with District's Contract Office **and** with the Department of General Services (DGS), as specified below:

Department of General Services
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Attention: Bid Protest Coordinator

22nd District Agricultural Association
2260 Jimmy Durante Blvd.
Del Mar, CA 92014
Attn: Contracts and Purchasing Manager

The protest **must be received by DGS and District no later than 4:00 p.m.** on the fifth working day after Notice of Intent to Award was posted. For purposes of this section, "working day" shall mean any day that District's and DGS' offices are open to the public to conduct business. Requests for an extension of time outside this timeframe will not be considered. The written protest must be delivered to District and DGS via mail, email, courier, or in person. The failure to timely file a protest shall constitute an irrevocable waiver of the Proposer's right to protest. Upon the expiration of this protest period, if no protest has been filed, the contract may be awarded.

The initial protest letter must include the name, address, and telephone number of the protestant and of the person representing the protesting party, if any, and must be signed by the protestant or the protestant's representative. The initial protest letter may, but is not required to, contain the information described in the following Paragraph.

IN ADDITION, within five (5) calendar days after filing the initial protest letter, the protestant shall physically file with District's Contract Office and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest, including without limitation, all facts, supporting documentation, legal authority and arguments in support of the bid protest. Emailed and/or faxed detailed written statements are NOT acceptable and will not be considered. Any grounds not raised in this written statement will be deemed waived by the protesting party.

PLEASE NOTE: The procedures and time limits set forth in this section are mandatory. Failure to file with District **and** DGS Legal Office (i) notice of protest by the conclusion of the fifth working day after notice of intention to award a contract has been posted and (ii) a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the Protester's protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

3.6 DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of District.

All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the Committee scoring process and announcement of a Notice of Intent to Award, or cancellation of the RFP. If an individual or entity requests copies of these documents, District will assess a fee to cover duplicating costs. Documents may be returned only at District's option and at the Proposer's expense. One original and one (1) copy of each Proposer's proposal shall be retained for official 22nd DAA files.

3.7 CONFIDENTIALITY OF PROPOSALS

District will hold the contents of all proposals in confidence until issuance of the Notice of Intent to Award; once issued and posted, no proposal will be treated as confidential. Proposals submitted are not to be copyrighted.

3.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal which is received by District before the time and date set for receipt of proposals may be withdrawn or modified by written request of the Proposer. However, in order to be considered, the modified proposal must be received by the time and date set for receipt of proposals in Section 1.2 and any prior proposals must be formally withdrawn.

A Proposer cannot withdraw or modify a proposal after the due date and time for receipt of proposals, but the Proposer may request in writing that District withdraw the Proposal from further contention.

3.9 EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Proposer represents that it is not a target of Economic Sanctions. Should the District determine Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer's proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the District.

SECTION 4.0

EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for ability to best meet District's needs as described in this RFP. This section describes the process that the Committee will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may hear presentations. Presentations are for clarification purposes only. The Proposer will not be allowed to ask questions concerning other proposals and may only respond to clarification questions from the Committee. Proposals cannot be amended by the Proposer after the time and date designated for receipt.

4.1 EVALUATION AND SELECTION PROCESS (This is not for public review.)

- A. Following the deadline for receipt of proposals, as stated in the RFP schedule, each proposal will be examined to determine if:
 - The proposal was received by the deadline time and date;
 - The RFP's physical format requirements were met as determined by District in its sole and absolute discretion; and
- B. Proposals that meet the submittal format requirements, as stated in the previous paragraph "A," will be deemed responsive and submitted to the Committee for:
 - **Evaluation of Technical Proposal – Relevant Experience and Qualifications, Business Plan, Financial Strength and Stability, Capital Investment Plan, Community Contribution Plan (Maximum 70 points possible)**
 - **Evaluation of Financial Proposal - Revenue Component (Maximum 30 points possible)**

Proposals that do not present the information in the format required may be rejected as non-responsive or their score may be affected. Proposals that do not meet the mandatory requirements identified in the RFP will be rejected.

Proposals that do not demonstrate that the Proposer is an Approved Race Track Operator under the Ballot Initiative will be rejected.

- C. District reserves the right to verify any known relevant experience and or references disclosed in the proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score.
- D. The Committee will evaluate each responsive proposal and assign points to the technical proposal based on the criteria outlined in Section 4.2 below.
- E. Review of the technical proposal is conducted by the Committee without influence of price.
- F. The Committee may schedule Zoom presentation(s) with responsive Proposers. Length of time for presentations to be determined. Proposers are encouraged to include staff and subcontractors that Proposer considers important to the presentation. The presentation must be consistent with the Proposal and it may not in any way modify or add to the written Proposal. Attempts to use the presentation to change or modify the proposal will disqualify the Proposal and remove it from any further consideration. Proposers are not allowed to ask any questions. Following the presentation,

the Committee may interview the Proposer and ask for clarification of the proposal. Following any presentation(s), the Committee members may decide to re-score proposals based on clarification gained by the presentation.

- G. In order to obtain the average technical score for each Proposer, the total points of each reviewer will be added up for each Proposer and the result divided by the number of people on the Committee.
- H. The “Financial Proposal” will then be scored based on the criteria outlined in section 4.2.3 below. The financial score will be added to the technical score to achieve the overall score for each proposer. Certified small business Proposers, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five percent (5%).
- I. Selection of the award is based on the **highest total score** of the responsive proposals.
- J. In the event of a tie on the highest total score between two Proposers, the tie will be broken by the toss of a coin by the Contracts Department representative, or designee, in the presence of any authorized representatives of the Proposers. In the event of a tie on the highest total score among three or more Proposers, the tie will be broken by the following method: In the presence of any authorized representatives of the Proposers, (1) the Contracts Manager, or designee, shall write the name of each Proposer on a slip of paper; (2) the Contracts Manager, or designee, shall place each slip of paper containing each Proposer’s name in a hat; and (3) the Contracts Manager, or designee, shall select one slip of paper from the hat. The name on the piece of paper selected from the hat by the Contracts Manager, or designee, shall be the deemed the winning Proposer.
- K. All Proposers will be notified of the results. District will post a Notice of Intent to Award online at <https://delmarfairgrounds.com/about-us/public-information/#bids> as well as at District’s Administration Offices for five (5) working days before officially awarding the contract. In addition, a copy of the Notice of Intent to Award will be emailed to each Proposer.

4.2 SCORING PROCESS - CRITERIA & COMPOSITION, DETERMINATION OF POINT TOTALS

Scoring consists of two components, the “Technical Proposal” (relative experience and qualifications, management plan, business plan, and financial strength and stability) with a maximum value of 70 points and the “Financial Proposal” with a maximum value of 30 points for a combined value of 100 points.

4.2.1 Technical Proposal (Maximum 70 points possible)

The following describes the Technical Proposal evaluation criteria for scoring and composition that will be used to determine point values for the Sportsbook Operator. Based upon the information/composition provided in the “Technical Proposal” a point value will be determined by the Committee for each category described below. The Committee will utilize percentage ratings that will then be translated into the Proposer’s point score for the particular component of the proposal being evaluated.

- **Relevant Experience and Qualifications (10 Points Possible)**
- **Business Plan (15 Points Possible)**
- **Financial Strength and Stability (15 Points Possible)**
- **Capital Investment Plan (15 Points Possible)**
- **Community Contribution Plan - (15 Points Possible)**

4.2.2 TECHNICAL EVALUATION RATING STANDARDS

Based on the information provided by the Proposer in the “Technical Proposal,” the Committee will rate each Proposal using the standards described in the following table. These standards, and their associated percentage ratings, will be translated into the Proposer’s point score, as described above, for the particular component of the proposal being evaluated.

RATING STANDARDS

Percentage	Description
Non-Compliant 0%	Fails to address the component or the Proposer does not describe any experience related to the component.
Poor 1-40%	Minimally addresses the section, but one or more major considerations of the component are not addressed, or so limited that it results in a low degree of confidence in the Proposer’s response or proposed solution.
Fair 41-60%	The response addresses the section adequately, but minor considerations may not be addressed. Acceptable degree of confidence in the Proposer’s response or proposed solution.
Good 61-80%	The response fully addresses the section and provides a good quality solution. Good degree of confidence in the Proposer’s response or proposed solution.
Excellent 81-90%	All considerations of the section are addressed with a high degree of confidence in the Proposer’s response or proposed solution.
Outstanding 91-100%	All considerations of the section are addressed with the highest degree of confidence in the Proposer’s response or proposed solution. The response exceeds the requirements in providing a superior experience, a creative approach or an exceptional solution.

Evaluators will score the Proposals based on percentages for levels of quality. The percentages will then be translated to points based upon the weight for the particular factor. For example, if a Proposer, under the category “Relevant Experience and Qualifications” (maximum 10 points) is determined to be “Excellent 90 %” it will receive 9 points (0.9×10). If another Proposer in the same category is “Fair 70%” it will receive 7 points (0.7×10).

4.2.3 FINANCIAL PROPOSAL – Revenue Component (Maximum 30 points possible)

The financial proposal that generates the most revenue for District shall receive 30 points. The score for each of the lesser financial proposals shall be determined utilizing the following formula: the next highest financial proposal being scored will be divided by the highest financial proposal and then multiplied by 30 points (e.g. $\$400,000 \div \$450,000 = .8889 \times 30 = 26.6670$ points). The score for each of the lesser financial proposals shall be rounded to the nearest thousandth of a percentage point using conventional rounding procedures. Specifically, if the digit in the ten-thousandths place is less than 5, the digit in the thousandths place remains the same; if the digit in the ten-thousandths place is equal to or greater than 5, the digit in the thousandths place rounds up to the next digit (e.g., 38.7655 would round to 38.766; 38.7654 would round to 38.765).

SECTION 5.0 REQUIRED FORMS, DOCUMENTS AND EXHIBITS SECTION

5.1 FORMS AND DOCUMENTS TO BE COMPLETED AND OR SUBMITTED BY PROPOSER

- Proposer/Contractor Status Form**
- Certificate re California Government Code 1090 Disclosure of Interests Form
- Financial Proposal Form
- Payee Data Record
- Contractor Certification Clauses
- Bidder's Declaration Form (if applicable, to be completed to account for all applicable subcontractors)
- Subcontractor Declaration Form (if applicable, to be completed by any applicable subcontractor)
- Disable Veteran Business Enterprise Declaration
- Darfur Contracting Act Certification
- California Civil Rights Laws Certification
- Iran Contracting Act Verification
- Proof/Evidence of Insurance (i.e. Insurance Certificate), as described in Section 2.14
- Small Business Documentation, if applicable, as described in Section 2.11
- Technical Proposal, as described in Section 4.2.1

** If the Proposer/Contractor Status Form is not **completely filled out, signed and submitted with Proposer's response to the bid process**, the bid will be rejected as non-responsive.

5.2 THESE DOCUMENTS WILL BECOME PART OF THE CONTRACT TO BE AWARDED AND EXECUTED BY THE PROPOSER AND DISTRICT (samples of which are attached)

- Sample Standard Agreement (Section 6.0)
- Special Contract Terms and Conditions (see Sample Standard Agreement)
- General Contract Terms and Conditions (see Sample Standard Agreement)
- Insurance Requirements (see Sample Standard Agreement)
- Preventing Storm Water Pollution (see Sample Standard Agreement)
- 22nd DAA Conservation Policy (see Sample Standard Agreement)

5.3 REFERENCE MATERIAL

- Center Floorplans

FORMS

RFP No. 23-901, Sportsbook Operator

Proposer / Contractor Status Form – 2 Pages

Certificate and Disclosure of Interests – 2 Pages

Financial Proposal Form – 2 Pages

Payee Data Record – 2 Pages

Contractor Certification Clauses – 4 Pages

Bidder's Declaration – 2 Pages

Subcontractor Declaration Form – 1 Page

Disable Veteran Business Enterprise Declaration – 1 Page

California Civil Rights Laws Certification - 1 Page

Darfur Contracting Act Certification – 1 Page

Iran Contracting Act Verification – 2 Pages

BIDDER/CONTRACTOR STATUS FORM

RFP/IFB No. _____

Bidder/Contractor _____
(full business name)

Address _____ City _____
(principal place of business)

State _____ Zip Code _____ Federal Employer ID # _____

Status of Contractor Proposing to do Business (Please check one)

_____ Individual _____ Limited Partnership _____ General Partnership _____ Corporation

Individual (Please check one) _____ Resident _____ Non-Resident

If a sole proprietorship, state the true full name of sole proprietor: (i.e., John Roe Smith, not J. Roe Smith or not John R. Smith)

Partnership (Please check one) _____ General Partnership _____ Limited Partnership

If a partnership, list each partner, identifying whether limited partner(s), stating their true full name and their interest in the partnership:

Corporation

Place and date of incorporation _____

If not a California Corporation in good standing, please state the date the corporation was authorized to do business in California: _____
(Date)

Current officers

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____ Other Officers: _____

BIDDER/CONTRACTOR STATUS FORM (continued)

RFP/IFB No. _____

All must answer:

Are you subject to Federal Backup Withholding? _____ **Yes** _____ **No**

Fictitious Name

If contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

Small Business Preference

Are you claiming preference as a small business in reference to this RFP/IFB? _____ **Yes** _____ **No**

If yes, the Bidder is required to submit a copy of the Small Business Certification Approval Letter with the technical Bid package.

Your small business ID number: _____

Pending Litigation or Hearings

List any civil or criminal litigation, administrative hearings currently pending or filed against the Bidder's organization, owners, officers or employees, within the last three years. State the case number, cause of action, agency or court where pending and status of litigation or hearing; attach additional pages if needed.

The 22nd DAA reserves the right to verify the information provided on this form by the Bidder under the RFP/IFB process.

I declare under penalty of perjury that the above information is true and correct, and that I am authorized to sign this Bidder/Contractor Status Form on behalf of the Bidder/Contractor.

(Print Name)

(Signature)

(Print Title)

(Date)

If this status form is not completely filled out, signed and submitted with Bidder's Bid, the Bid will be rejected as non-responsive.

Certificate re California Government Code 1090 and Disclosure of Interests

RFP/IFB No. _____

I _____ as a representative of

Print Name

Name of Bidder/Proposer

and with the authority, acknowledge that, the above Bidder/Proposer has read, understands, agrees to comply with the requirements of California Government Code Section 1090 et seq. and any and all other conflict of interest and ethics laws applicable to the performance of this Agreement.

If Bidder/Proposer is awarded the prospective contract described in the IFB/RFP, Bidder/Proposer agrees that it will be barred from entering into any financial relationships with any person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Bidder's/Proposer's obligations pursuant to this IFB/RFP or any resulting Agreement. The Bidder/Proposer agrees to cooperate fully with the 22nd District Agricultural Association (22nd DAA) as well as to provide any necessary and appropriate information requested by the 22nd DAA or any authorized representative as relevant to actual or potential conflicts of interest or prohibitions concerning the IFB/RFP or any resulting Agreement.

The Bidder/Proposer understands, acknowledges, and agrees that:

- Bidder/Proposer may not employ any 22nd DAA director, official, officer or employee in the performance of the resulting Agreement.
- No director, official, officer or employee of the 22nd DAA may have any financial interest in the resulting Agreement that would violate California Government Code Section 1090, et seq. and/or any other applicable conflict of interest laws.
- Any Agreement awarded pursuant to the IFB/RFP made in violation of Government Code Section 1090, et seq., may be considered void and the Bidder/Proposer may not be entitled to any reimbursement or compensation for the Bidder/Proposer's performance of the resulting Agreement, including reimbursement of expenses.
- Any violation of the applicable conflict of interest laws, including but not limited to Government Code section 1090, et seq. may constitute a material breach of the IFB/RFP and any resulting Agreement, and the 22nd DAA reserves all its rights and remedies at law and in equity concerning any such violations.

The Bidder/Proposer agrees to document in writing to the Contact Person identified on the cover of the IFB/RFP any known, suspected, or potential financial or familial interest with any 22nd DAA director, official, officer or employee and/or their immediate family, whether contractual, ownership (including but not limited to any ownership interest in any corporation, partnership, association or other legal entity, or any stock option or other rights pertaining to any such entity), financial or employment related. If any such interest arises at any time during the solicitation period, a full and complete written disclosure should be made immediately to the Contact Person identified on the cover of the IFB/RFP.

Certificate re California Government Code 1090 and Disclosure of Interests

IFB/RFP No. _____

“Continued”

- ☐ I certify that I have **no** known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA. If my status with regard to the above changes, I understand that I must notify the Contact Person listed on the cover of the IFB/RFP immediately.
- ☐ I disclose the following relationships with and value received from and/or paid to the persons listed on the attached page. ***(Provide in writing a detailed description of known or potential financial interests with any and all directors, officers, officials, or employees of the 22nd DAA)***

NOTICE: THIS CERTIFICATE AND ITS EXECUTION HAVE SIGNIFICANT LEGAL CONSEQUENCES. ALL BIDDERS/PROPOSERS ARE ENCOURAGED TO SEEK LEGAL COUNSEL. THE 22ND DAA DOES NOT AND CANNOT PROVIDE ANY LEGAL ADVICE REGARDING THIS CERTIFICATE.

I certify under penalty of perjury that the foregoing is true and correct:

(NAME OF BIDDER/PROPOSER)

(SIGNATURE)

(PRINT NAME)

(TITLE)

(DATE)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST**☐ **CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.**Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____ - _____

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Section 4 – Payee Residency Status (See instructions)

- ☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.
- ☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.
- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct.
Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE**TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency**

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE**UNIT/SECTION****MAILING ADDRESS****FAX****TELEPHONE** (include area code)**CITY****STATE****ZIP CODE****E-MAIL ADDRESS**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

FINANCIAL PROPOSAL FORM

NOTE: The following information is very important. Please read in entirety.

Proposer offers to provide Sportsbook Operator services and all other required equipment/services as described in the statement/scope of work of this RFP. The successful Proposer shall pay Guaranteed Base Rent in equal monthly increments equivalent to an annual base rent of \$2.5 million against a percentage of gross revenues, whichever is greater, in addition to a Capital Investment at the start of any option term that is exercised by District (in its sole and absolute discretion). Percentage of Gross Revenues to be determined by Proposer. Initial Term requires the Capital Investment necessary to make the HVAC operational and integrated with the existing HVAC system in the Center and to update the Sportsbook area (Saddle Club, Lounge, Terrace, adjacent restrooms, and common areas). Capital Investment for Option years to be determined by Proposer. All other costs, including all labor, materials, equipment, fees, and California sales tax if applicable will be the burden of the Proposer.

Annually through the Initial Term and for each year that an option term is exercised by District (in its sole and absolute discretion), subsequent monthly rent shall increase automatically each year by a percentage equal to the percentage change in the Consumer Price Index (CPI) statistics published by the United States Bureau of Labor immediately prior to the expiration date of the then-current year*. In no event shall this calculation cause a reduction in monthly rent below that payable during the Initial Term Year One.

To calculate Annual Projected Paid to District for each year, multiply Percentage (%) of Gross Revenues offered by \$20,000,000.00 gross revenue projection, and enter sum in the field titled, "Annual Projected Paid to District."

**Projected gross revenues are not actual predictions, these numbers are to be used for evaluation purposes only.

Indicate Proposer's proposed amount of Capital Investment Contribution for start of each Option Term.

To calculate Grand Total for Proposal Years One through Twenty, add up all amounts in the righthand columns, including the Annual Guaranteed Rent, and enter sum in the field titled, "Grand Total for Proposal Years One - Twenty".

FINANCIAL PROPOSAL FORM

Monthly Base Rent throughout Contract Term (Initial + Option Years)*

<u>VS</u>				Annual Guaranteed Rent*
				\$2,500,000.00
	Percentage (%) of Gross Revenues		Annual Gross Revenue Projection*	Annual Projected Paid to District
	_____ %	X	\$20,000,000.00	= \$ _____

**Projected gross revenues are not actual predictions, these numbers are to be used for evaluation purposes only.

Initial Term Capital Investment (Year 1)

Capital investment necessary to update Sportsbook area and HVAC, including integration with existing HVAC system in the Center (detailed in RFP Section 2)
Amount to be determined based on proposed updates

Option Term One (Years 6 through 10)

Capital Investment Contribution due January 1, 2028
\$ _____

Option Term Two (Years 11 through 15)

Capital Investment Contribution due January 1, 2033
\$ _____

Option Term Three (Years 16 through 20)

Capital Investment Contribution due January 1, 2038
\$ _____

Years One through Twenty

Grand Total for Proposal for Years One through Twenty
\$ _____

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)_____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)_____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page ____ of ____

PRINT**CLEAR**

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a.** Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ☐ (If "None," go to Item #2)
- b.** Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c.** If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

SUBCONTRACTOR'S DECLARATION (Form)

(This form must be completed by every subcontractor)

I, _____, declare as follows:

I am the owner, or an officer or director of the owner (Subcontractor), of the items listed at the bottom of this subcontractor's declaration (attach additional sheet if necessary). I am providing this equipment to the following Proposer/Prime Contractor _____ for use during the duration of the RFP terms.

The statements made herein are true of my own knowledge, except as to those statements that are made on information and belief, and as to those statements, I believe them to be true.

The State of California, the 22nd DAA and the San Diego County Fair are not partnering to any agreement between me, the Subcontractor, and the Proposer/Prime Contractor regarding the described items and concerning use of the items.

I understand that it is my responsibility to ensure that all requirements set forth in the RFP regarding the equipment including but not limited to the following: (1) all insurance policies, required licenses and permits, and statements are current and valid at the time of award of any contract and during performance of an awarded contract.

I hereby hold harmless the State of California, the 22nd DAA, the San Diego County Fair, their employees and officers from any and all liability arising from use of the item(s) at any time during its transportation to or from, during installation or removal from, or while in operation at the 22nd DAA property or San Diego County Fair.

I am the owner or authorized to sign contracts on behalf of the owner.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is signed this _____ day of _____, 2022.

Legal Name of Owner _____

Address: _____

Phone Number: _____

Signed by: _____
Name Title

Signature: _____

RETURN THIS FORM WITH YOUR PROPOSAL
SUBCONTRACTOR'S DECLARATION (Form)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

IRAN CONTRACTING ACT VERIFICATION FORM
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](#)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

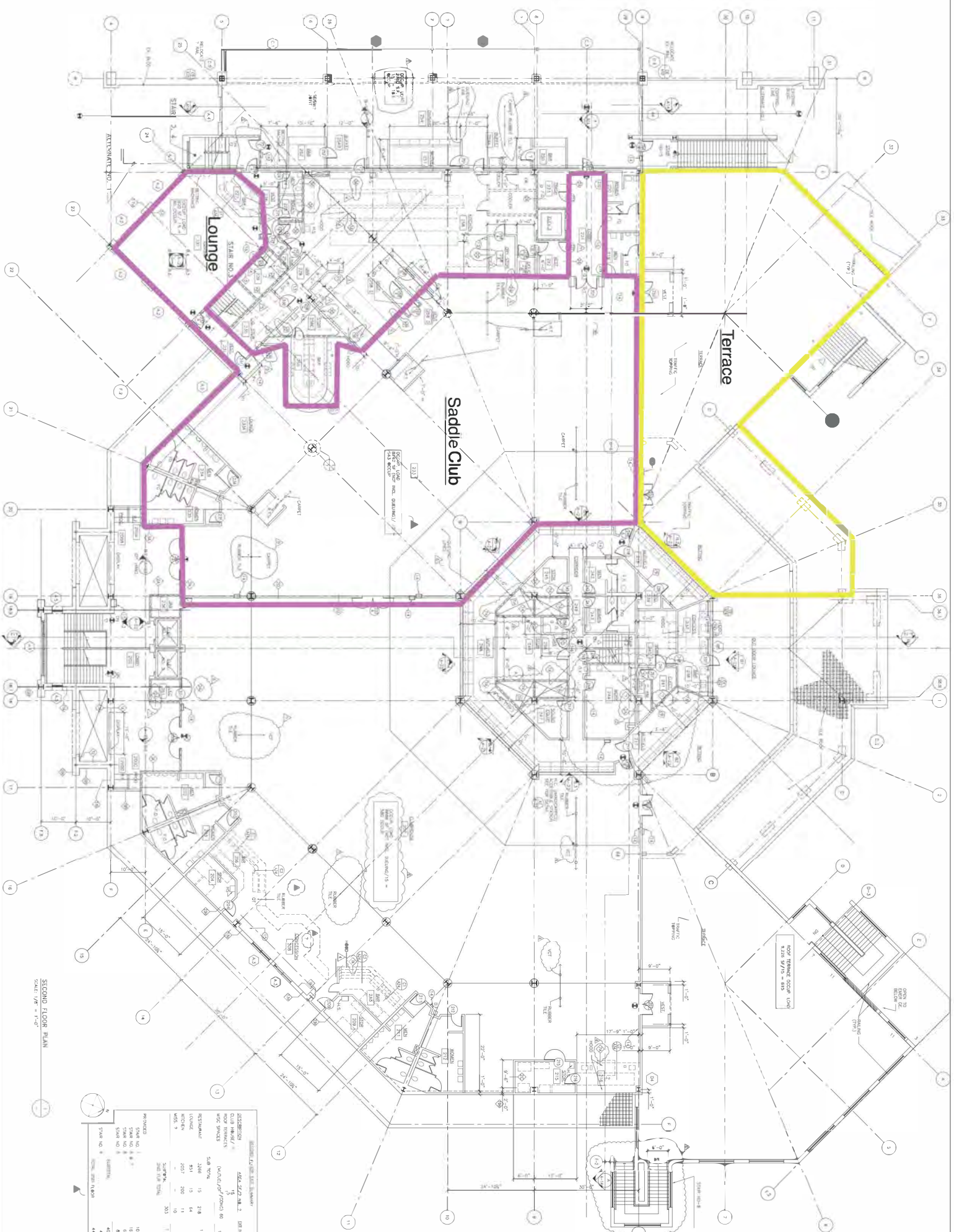
If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>	

REFERENCE MATERIAL

RFP No. 23-901, Sportsbook Operator

Center Floorplans – 2 Pages



SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	10/15/16	ISSUED FOR PERMIT	AW
2	11/15/16	REVISED TO REFLECT CHANGES	AW
3	12/15/16	REVISED TO REFLECT CHANGES	AW
4	01/15/17	REVISED TO REFLECT CHANGES	AW
5	02/15/17	REVISED TO REFLECT CHANGES	AW
6	03/15/17	REVISED TO REFLECT CHANGES	AW
7	04/15/17	REVISED TO REFLECT CHANGES	AW
8	05/15/17	REVISED TO REFLECT CHANGES	AW
9	06/15/17	REVISED TO REFLECT CHANGES	AW
10	07/15/17	REVISED TO REFLECT CHANGES	AW

CALIFORNIA FAIRS FINANCING AUTHORITY
FROELICH, KOW & GONG
ARCHITECTS

PROJECT NO.	2016-0001
DATE	10-16-16
DRAWN BY	AW
CHECKED BY	AW
DATE	10-16-16
NO.	6738
WORK ORDER NO.	
STRUCTURAL	JOHN A. MARTIN & ASSOC., INC.
MECHANICAL	HELLMAN & LOMER, INC.
ELECTRICAL	COHEN & KANWAR, INC.
STATE FIRE ? CHANGES	6/5/16
ADDENDUM NO. 3	5/16/16



Sportsbook Area 2nd Floor Center

SECTION 6.0
SAMPLE STANDARD AGREEMENT

The following pages outline the Scope/Statement of Work and Terms and Conditions of the Agreement that the winning Proposer and District will enter into as a result of this RFP.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-901

PURCHASING AUTHORITY NUMBER (If Applicable)

N/A

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

TBD

THROUGH END DATE

TBD

3. The maximum amount of this Agreement is:

\$0.00

Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	5
Exhibit D, Attachment I	Insurance Requirements	4
Exhibit E	Preventing Storm Water Pollution	1
Exhibit F	22nd DAA Resource Conservation Policy	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

23-901

PURCHASING AUTHORITY NUMBER (If Applicable)

N/A

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

EXHIBIT A
STATEMENT/SCOPE OF WORK

- A.** This section describes an overview of the work to be performed by the Proposer who is awarded the contract and contains the language, terms and conditions that shall be incorporated and will become a part of any contract awarded pursuant to this RFP.

B. BACKGROUND

District's goals for Center are to provide for the arts, entertainment, cultural and intellectual enrichment of the community while also creating a positive economic impact through optimizing use of the entire space, including a first-class Sportsbook, in a complementary manner with other activities held on the Del Mar Fairgrounds, ultimately building it to an iconic destination for live entertainment in San Diego County.

The principal objectives for the management and operation of the Sportsbook include:

- Organizational mission congruent with District's mission of offering agricultural, educational, recreational and entertainment opportunities to San Diego County residents;
- Positive net revenues to District;
- Ability to foster and maintain positive relationships with the local jurisdictions, neighbors, and patrons;
- No intensification of use of activities at The Center (includes Venue and Sportsbook operations);
- Fiscal solvency and financial ability to successfully improve and operate the facility; and
- Compliance with all local, State and Federal regulations and laws.

Contractor (hereinafter referred to as Renter or Operator) shall exercise its commercially reasonable efforts to optimize use of the Sportsbook, and in all instances, such programming shall be consistent with District's goals and objectives.

Premier Food Services/ASM is the exclusive food and beverage partner for the Del Mar Fairgrounds, including all activities in Center and Sportsbook. Outside food and beverage is prohibited. All food and beverage revenues shall be retained by District.

C. SERVICES OVERVIEW

Renter's services shall include management and operation of the Sportsbook and, at District's sole and absolute discretion, management and operation of the Off-Track Betting program on behalf of District, including providing staff and general labor to support all scheduled activities within the Sportsbook. Renter will be required to cover any and all costs incurred by District related to Sportsbook safety and security.

Renter shall devote substantially all business time to operating, supervising, promoting, and managing the services described in this RFP and shall provide qualified personnel and business and accounting systems capable of providing those services.

EXHIBIT A
STATEMENT/SCOPE OF WORK

Renter shall perform services in accordance with the plan outlined in Technical Proposal of the RFP, which shall be incorporated and become a part of any contract awarded pursuant to this RFP.

Renter shall possess, maintain, and utilize a strong knowledge of the demographics of San Diego County and the local communities surrounding the Fairgrounds.

Renter, at Renter's sole expense, shall secure any and all licenses, permits, and/or other documents required to operate the Sportsbook. District shall cooperate in this process to the extent reasonably required.

D. RENTER ROLES AND RESPONSIBILITIES

Renter shall be responsible for all expenses related to the efficient and safe operation, management, and maintenance of the Sportsbook as described herein, including all personnel, supplies, and furnishings necessary to perform. Renter shall provide, at its own expense, all fixtures, furnishings, and equipment and merchandise required for proper operations. At a minimum, one employee must be onsite at all times during Sportsbook operating hours. Renter shall routinely confer with District staff on matters affecting the viability of the operations at the Sportsbook.

Renter shall use reasonable efforts, consistent with marketing practices in the industry, to disseminate information and bring the Sportsbook to the attention of a broad base of relevant users.

Renter shall be responsible for routine maintenance of Sportsbook including day-to-day custodial service and trash and debris removal. Repairs and maintenance shall be made promptly as, and when, necessary.

Renter shall enforce all applicable rules and regulations with regard to sports wagering and off-track-betting. Renter shall also comply with all rules, regulations, and policies of District in the operation of the Sportsbook. Renter shall also comply with all applicable health and safety guidelines in the operation of the Sportsbook, including, but not limited to, guidelines issued by the San Diego County Department of Public Health, the California Department of Public Health, the Centers for Disease Control, the Occupational Safety and Health Administration, and any other applicable government agency.

Renter shall make the necessary updates to the Sportsbook area located on the second floor of the Center consisting of the Saddle Club, Lounge, Terrace, and adjoining restrooms, including upgrades to the HVAC system to integrate with the existing Center HVAC system, along with common areas such as elevators, stairwells, landing, and foyer/entryway consistent with other updated areas of Center and as necessary to establish Sportsbook as an iconic destination and first-class patron experience. See attached floorplan.

At least once during each calendar year of the term of this Agreement, Renter, at its own expense, shall cause an audit to be made of its records which reflect all of its business activities (at the Fairgrounds). Renter's records shall be prepared in conformity with the

**EXHIBIT A
STATEMENT/SCOPE OF WORK**

Generally accepted accounting principles (GAAP). That audit shall be made by a certified public accountant or accounting firm selected by the Renter, subject to the prior written approval of District, such approval not to be unreasonably withheld. On or before May 1 of each year, Renter shall provide District with a signed copy of its Audited Financial Statements. If, due to Renter's discrepancies or failure to comply with financial reporting procedures, additional audit procedures are deemed necessary by District at any time, the additional audit expense shall be borne solely by Renter. Renter shall permit District, at District's option, to cause an audit to be made of the business of Renter by such auditor or auditors as District may, in its sole discretion, select. All such audits shall be at the expense of District and shall be conducted during reasonable business hours so as not to unduly interfere with the business operations of Renter.

E. GENERAL PERSONNEL SERVICES AND REQUIREMENTS

Renter and its personnel will conduct themselves in a thoroughly professional manner at all times, providing a high level of customer service and experience.

Renter shall provide experienced, qualified, and responsible personnel for the operation, management, and maintenance of the Sportsbook to support all activities and services of the Sportsbook.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. Operator is responsible for operating and maintaining District Sportsbook in accordance with the Statement/Scope of Work.
2. As consideration for the right to operate Sportsbook pursuant to this Agreement, during each year of the Term, Operator shall make the following payments to District, at the time and in the manner specified.
 - a. Monthly Base Rent shall be paid by check or by wire transfer as directed by District, in accordance with the rates outlined in the Financial Bid Form. Payments shall be due no later than the 5th of the month and submitted to the following:

22nd District Agricultural Association
Del Mar Fairgrounds
Attn: Accounts Receivable
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

- b. On or before February 28 of each year, Percentage of Gross Revenues settlement payment for the prior year's activity (January through December) shall be calculated in accordance with the rate outlined in the Financial Bid Form and, if greater than the Annual Guaranteed Rent, balance of payment due shall be submitted immediately by check or wire transfer as directed by District. At the time of payment, Operator shall also include a gross revenue report, which shall include an accurate and complete written statement setting forth the Operator's calculations of the Gross Revenue Sharing Percentage, certified as to accuracy by an appropriate representative of Operator.
 - c. Capital Investment – Initial Term vs Option Terms
 - i. Capital investments occurring during initial contract term shall be made directly to parties responsible for carrying out work necessary to make the HVAC operational and integrated with the existing HVAC system in the Center and to update the Sportsbook area (Saddle Club, Lounge, Terrace, adjacent restrooms, and common areas).
 - ii. Capital investment payments occurring during each option term shall be payable directly to District by due dates defined in Financial Proposal Form.
 3. Operator will be required to cover any and all costs incurred by District related to Sportsbook safety and security.
- B. LATE PAYMENT PENALTY:** Operator shall be assessed a late payment charge for payments not received by the 5th of the month at a rate equal to five percent (5%).
- C.** Operator is responsible for all payments due to District. Payment schedules or issues between Operator and its subcontractors, if any, shall have no impact on payment due to District.

Exhibit D
SPECIAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until duly accepted and signed by both parties and approved by the Department of Food & Agriculture, if required. Contractor may not commence performance until such approval has been obtained.

2. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California ("State"), the 22nd District Agricultural Association ("District") aka Del Mar Fairgrounds ("Fairgrounds"), and their respective agents, directors, and employees (collectively the "District") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the District. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the District with respect to the sole negligence or willful misconduct of the District, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

3. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the District. In no way does this Agreement create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.

4. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the District and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Appearance, Conduct, or Demeanor

Contractor and Contractor's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Contractor's employee will be prominently displayed at all times.

Contractor understands and agrees that District management, at its sole discretion, may determine that a person or agent utilized by Contractor in the performance of this contract, due to his or her appearance, conduct, or demeanor may be unacceptable to the District, if it is determined that such appearance, conduct, or demeanor is detrimental to District's operations. Contractor agrees to remove such person or agent from operations arising out of this contract. Determination by District management regarding these matters shall be final.

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Contractor agrees that it will not sell, exchange or barter, or permit its employees to sell, exchange or barter, any ticket, admission, permit, or license issued by the District to Contractor or its employees.

6. Smoking Policy

By signing this Contract, the Contractor hereby certifies that they have read, understand, and will comply with State Law and the District's Smoking Policy, as follows:

State law expressly prohibits smoking in all buildings and enclosed areas on the Del Mar Fairgrounds. A no smoking zone also exists within **20** feet of any entrance to a building on the Fairgrounds. In addition, as a matter of public health and courtesy, the District's policy is to attempt to provide a smoke-free environment to all nonsmoking individuals here to conduct business or members of the public, whether they are congregating within a building or outside on the grounds. Contractors, Subcontractors and their employees wishing to smoke in an outside location while on break are expected to be sensitive to the needs of nonsmokers at all times.

Please Note: During the San Diego County Fair, the entire Fairgrounds is smoke free. Smoking is only allowed in designated smoking areas. All Contractors, Subcontractors, and their employees must comply with the law. It is the responsibility of the Contractor/Subcontractor to ensure that all employees are informed of and comply with this policy.

7. Nonexclusively

Contractor understands and agrees that this is a nonexclusive Agreement. District may hire other contractors for work of a similar or identical nature.

8. Licenses and Permits

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the District a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

9. Fire Regulations

Contractor agrees to observe and comply with all fire regulations as prescribed by the State Fire Marshall.

10. Settlement of Disputes

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of informally within a reasonable period of time of ten days between the Contractor

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and District Contract's Manager, or other normally responsible for the administration of this contract, shall be brought to the attention of the District's Chief Executive Officer (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code of Regulations, Title 1, Section 300 et seq.).

In the event of such an informally unresolved dispute, Contractor shall file a "Notice of Dispute" with the District Contracts Manager and Chief Executive Officer within ten (10) days upon failure to informally dispose of such a dispute. The decision of District's Chief Executive Officer shall be final.

11. Conflict in Terms & Conditions

Where the terms of this Agreement or District/State's documents are more specific, or are inconsistent or in conflict with the provisions, terms, and conditions set forth in the Contractor's proposal or Contractor's documents, both parties agree that the terms set forth in District/State's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

12. Termination

The District reserves the sole and exclusive right to terminate this Agreement, at any time, with or without cause, by giving the Contractor notice in writing at least thirty (30) calendar days prior to the date when such termination shall become effective. Such termination shall relieve the District of any further payments, obligations, and/or performances required in the terms of the contract.

If by any reason the District is unable to perform their obligations in connection with this Agreement, as a result of any Act of God, war, epidemic, accident, fire, public emergency, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction of services, explosion, destruction of District property, or other buildings or facilities on the District's fairgrounds property or other cause not reasonably within the District's control and which renders the District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, the District may cancel this agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

13. Excise Tax

The State of California/District is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The District will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

14. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified, amended or any provision hereof waived, other than by written instrument executed by both parties.

15. Ban

The mass release of helium balloons is strictly prohibited.

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16. Drone Policy

The operation or use of any drones, unmanned aircraft/flying systems, and remotely-controlled or radio-controlled flying machines (whether or not motorized) of all types, shapes, and sizes (collectively, "drones") at any time on the property of the District is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the District. This policy applies to all individuals, persons, companies, and business entities and includes, but is not necessarily limited to, promoters, tenants, renters, patrons, visitors, and guests.

Permission to stay or remain on District property may, in the discretion of the District, be revoked for any person[s] in violation of this policy.

17. California Franchise Tax Board

Contractor may be subject to State withholding by the Franchise Tax Board (refer to Exhibit B).

18. Conflict Of Interest Prohibition

Contractor will comply with the requirements of California Government Code Section 1090 et seq. and any and all other ethics laws applicable to the performance of this Agreement. The Contractor may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Contractor's obligations pursuant to this Agreement. The Contractor agrees to cooperate fully with the District/State and to provide any necessary and appropriate information requested by the District/State or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Contractor's obligations pursuant to this Agreement. Contractor may not employ any District/State director, official, officer or employee in the performance of this Agreement, nor may any director, official, officer or employee of the District/State have any financial interest in this Agreement that would violate California Government Code Section 1090, et seq. Contractor acknowledges and understands that, if this Agreement is made in violation of Government Code Section 1090, et seq., this entire Agreement is void and the Contractor will not be entitled to any compensation for Contractor's performance of this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the District/State for any sums paid to the Contractor under this Agreement. Contractor understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California. Any violation by the Contractor of the requirements of this provision will constitute a material breach of this Agreement, and the District/State reserves all its rights and remedies at law and in equity concerning any such violations.

19. Recycling Policy

In an effort to address environmental concerns, the District has established a goal of "Zero Waste". The District maintains a policy of mandatory recycling on the Fairgrounds. We are committed to doing our part to insure a clean, environmentally safe world for future generations to enjoy. When conducting services on District property Contractors must breakdown (flatten) all cardboard boxes and place them inside the blue cardboard recycling dumpsters found in designated areas of the Fairground. Please do not use cardboard boxes for trashcans. Other items which must also be recycled include glass bottles, plastic containers, tin, aluminum, metals & AAA-D batteries (no automobile batteries). Please use the recycling receptacles

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provided for public use throughout the grounds for beverage containers. Contractors are not to leave any hazardous materials (including paint) on the Fairgrounds. They must be removed when you leave the grounds. Use of polystyrene foam containers is prohibited. If you have questions regarding this policy, please contact the District Sustainability Coordinator at (858) 792-4298.

Violators may be fined up to \$200.00 per instance for not following the District Recycling Policy.

20. Russian Sanctions

EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS: On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia’s actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Contractors with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Contractors with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia’s actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap

Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from

contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

EXHIBIT E
Preventing Storm Water Pollution
For Contractors, Staff, Promoters, Vendors and Participants

The San Diego County Fairgrounds ("Fairgrounds") has prepared and implemented a Storm Water Management Plan to prevent pollutants from entering the nearby San Dieguito River and Stevens Creek, leading to the Pacific Ocean, as well as comply with State and Federal storm water requirements. Whether your project/service is a few hours or for a longer period of time, by entering into this agreement it is mandatory that you follow the requirements below, or you will be subject to fines and cleanup costs:

- Keep soil and liquids away from storm drains and paved areas. **NEVER sweep or wash anything into storm drains.**
- NEVER dump liquids, trash, oil, grease, or other pollutants into or near storm drains, gutters or planters. Properly dispose of these items as directed.
- Rinsing down equipment or vehicles is PROHIBITED, unless done in the designated wash facility, with **prior** authorization from Fairgrounds Management.
- Monitoring vehicles and equipment to ensure there is no leakage of fluid on Fairgrounds property.
- Know the location and the proper use of spill kits.
- Know where disposal areas are located and the proper disposal methods for trash, paint, hot ashes, grease, oil, hazardous materials etc.
- Keep equipment away from silt fences, fiber rolls and other sediment barriers.
- Only use designated site entrance/exits.
- Keep equipment off and out of seeded, planted, mulched or stabilized areas.
- Pick up all trash and animal wastes.
- Contact your Fairgrounds Staff contact person with any questions.

ENFORCEMENT

Failure to comply with storm water pollution prevention requirements is a contract violation and may result in fines/penalties, including cancellation of any Fairgrounds contract and reporting to outside regulating authorities. **The cost of cleanup resulting from the violation will be passed on to the violator.** If Contractors are found to be in violation of the above requirements, Fairground's Environmental staff (or their designees) will initiate the following measures to ensure the earliest compliance to remedy the situation:

Verbal/Written Warning – Identify the issue and determine the required remedy for soonest resolution of the violation. Discussions will be documented in writing.

Fines/Penalties/Cleanup Costs – Any fines assessed by other agencies will be the responsibility of the Contractor as well as any cleanup costs incurred by the Fairgrounds will be charged to the Contractor. Without notice Fairgrounds may deduct fines, penalties and cleanup costs from any invoices submitted by the Contractor for payment.

Agreement Cancellation – Fairgrounds may immediately and without notice; cancel any agreement due to storm water violation, possibly bar Contractor from future work at Fairgrounds and potentially report Contractors actions to outside agencies.

Thank you in advance for your cooperation with the above storm water pollution prevention requirements.

Visit the following resources to learn more about storm water pollution prevention:

www.sdcoastkeeper.org
www.projectcleanwater.org
www.thinkblue.org

EXHIBIT F
22nd DAA RESOURCE CONSERVATION POLICY

The 22nd DAA has removed all sink garbage disposals from its facilities, has a “no Styrofoam” policy, and has a goal of zero waste. Proposers must consider this in their proposal, as well as the following sewer/water, energy and solid waste reduction methods:

1. Separate and recycle all beverage containers, cardboard, and other recyclable products as they are identified by the 22nd DAA.
2. Separate all fruit and vegetable waste for composting on site year-round with the exception of citrus, pineapple or tomatoes these are not compatible with the 22nd DAA's composting process.
3. All waste grains or other brewing by products are to be composted by contractor unless the 22nd DAA agrees to handle the material.
4. Ceramic, glass and stainless plates, cups and utensils are preferred, when not feasible paper products are allowed, #1 plastic cups are the only plastics cups accepted into the recycling waste stream at this time.
5. Require office staff to recycle personal beverage containers and office paper in cooperation with 22nd DAA's program.
6. All staff shall make a conscientious effort to conserve and recycle resources, use energy efficient equipment and lighting, set thermostats to reduce energy consumption especially at peak energy periods.
7. Require on-going training of staff (and new staff as they come on board) on recycling and waste reduction procedures, specifically during major events. Educate staff to turn off lights when leaving an area that is unoccupied. “You turn them on, you turn them off.”
8. Use only specified washing areas for cleaning of equipment, floor mats, etc. Keep all hazardous waste and non-biodegradables from entering storm drains.
9. Work with the 22nd DAA on any new waste reduction ideas that will help the 22nd DAA reach our zero waste goals.
10. Whenever possible and between events remove perishables and turn off all unnecessary, equipment, freezers and refrigerators. No empty refrigerators shall be left running after product is removed.