



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

REQUEST FOR PROPOSAL (RFP)

RFP No. 23-014 Rebid No. 1

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

**Computerized Ticketing Services
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 the 22nd DAA, shall not be considered by the 22nd DAA 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: January 24, 2023

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Attachments:

Forms

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
Subcontractor Declaration
DVBE Declarations
California Civil Rights Laws Certification
Proposer References Form
Darfur Contracting Act Certification

Reference Material

A. Computerized Ticketing Historical Pricing Information

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.
State 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.
Executive Management	Refers to the District's Chief Executive Officer, Chief Operations Officer, and Chief Administrative Officer.
F & E	Refers to the Fairs and Expositions Branch of the California Department of Food and Agriculture, State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F & E is located at: 1220 N Street, Suite 31 Sacramento, CA 95814
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 the 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 the District, the agency soliciting Proposals under this RFP.
Proposal	Refers generally to a proposal submitted by a Proposer to the District in response to this RFP.
Responsive	Proposals that are timely and meet the requirements of this RFP will be considered "responsive".
Technical Section	Qualitative considerations 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 cost/price portion of the proposal, as detailed in the "Financial Proposal" form.

1.2 TENTATIVE RFP SCHEDULE

	<u>DATE</u>	<u>TIME</u>
RFP Release date	January 24, 2023	
Written Requests for Additional Information are due	January 30, 2023	12:00pm PST
Final Date for Proposal Submission at the District's Contracts Department located in the District Administration Building	February 8, 2023	2:00pm PST
Technical proposals will be reviewed and evaluated the week of This includes but is not limited to the verification of the Proposer's Small Business Status, DVBE requirements (if applicable), and submitted references	February 8, 2023	
Notice of Intent to Award	February 13, 2023	
Contract Award	February 17, 2023	5:00pm PST
Submitted to the 22 nd DAA Board of Directors for Approval	February 14, 2023	
Proposed Contract Commences	February 20, 2023	

The 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, and waive any irregularities or technicalities. The 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 the District. The District reserves the right to make an award without the consideration of option or renewal years, as the interests of the District may require.

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

SECTION 2.0
GENERAL INFORMATION
PROPOSAL INSTRUCTIONS AND PROVISIONS

The District is releasing this RFP with the intent to award a contract(s) for Computerized Ticketing Services. The District is seeking qualified agency(ies) to work collaboratively with District staff on computerized ticket services for the District parking operations, concerts and gate admission, and midway (ride and game) operations.

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

The District is releasing this RFP with the intent to award up to three contracts based on the following Service Categories: Service Category 1 – Parking Point of Sale and Online Ticketing System, Service Category 2 – Gate and Concert Admissions Point of Sale and Online Ticketing System, and Service Category 3 – Electronic Ticketing/Redemption for Midway (Rides & Games) Point of Sale and Online Ticketing System.

The District reserves the right to award either 1) one contract for all Service Categories listed in the paragraph above, or 2) one contract per Service Category (e.g., contract for Parking Point of Sale and Online Ticket System awarded to Proposer A, contract for Gate and Concert Admissions Point of Sale and Online Ticketing System awarded to Proposer B, and Electronic Ticketing/Redemption for Midway (Rides & Games) Point of Sale and Online Ticketing System awarded to Proposer C). The District reserves the right to modify the Contract documents to include the Service Category(ies) the Proposer is awarded. Award, if made, shall be to the responsible Proposer with the highest score in each Service Category, as outlined in Section 4. Proposers may be awarded more than one Service Category (e.g. if the Proposer scores the highest in multiple Service Categories).

Proposers may, but are not required to, submit proposals for all Service Categories.

The 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, and waive any irregularities or technicalities. The 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 the District.

Any contract resulting from this RFP will be awarded to the Proposer(s) whose proposal(s), as determined by the District, best meet(s) the requirements set forth in this RFP including the 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. The 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 expense factors (financial component) to determine (or derive) the proposal deemed most advantageous and of the greatest value to the District.

The contract term shall be for two years with three one-year options to renew, at the sole and absolute discretion of the District. The last option is anticipated to expire February 14, 2028. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 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

The 22nd District Agricultural Association manages and operates the Del Mar 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 Del Mar 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

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 include 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, a driving range, two miniature golf courses, a 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 one of the largest fairs in California, ranks among the top ten fairs in the nation, and is the largest net revenue generating activity at the Del Mar Fairgrounds.

2.2 PROPOSER RESPONSIBILITY

Read the RFP documents very carefully, as the District is not responsible for errors and omissions on the part of the Proposer. **Note, the Scope of Work and 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 the 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 the District's objectives; and (iii) the Proposer is capable of meeting the administrative compliance requirements in preparation of the proposal.

2.3 MINIMUM QUALIFICATIONS REQUIREMENTS:

Failure to meet the following requirements by the proposal due date will be grounds for the District to deem the proposal non-responsive. In submitting a proposal, each Proposer must provide proof that they possess the following qualification requirements:

- Proposer has demonstrated the ability to meet the insurance requirements described in the Agreement
- For Corporations, must be in good standing and qualified to conduct business in California
- For nonprofit organizations, proof of nonprofit status

2.4 WRITTEN REQUESTS FOR ADDITIONAL INFORMATION

In the opinion of the 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. 23-014 Rebid No. 1". All requests must provide sufficient information

for the District to decide whether to provide any additional or clarifying information based upon the initial submittals. The 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 12:00pm PST, January 30, 2023. 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.

2.5 CHANGES TO THE RFP (ADDENDA)

Any request to change this RFP must be submitted in writing in accordance with the instructions "Written Request for Additional Information." If necessary, the 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 the 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.

2.6 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

Note: All proposal materials are subject to the California Public Records Act and will be considered public record once a Notice of Intent to Award the contract has been made.

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 23-014 Rebid No. 1, 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 the Proposer fails to submit this verbatim document, or it is not signed and dated, the proposal will be rejected as being non-responsive.

2) Technical Proposal:

IMPORTANT! Proposers may, but are not required to, submit proposals for all Service Categories. Each Service Category will be scored and awarded separately.

Service Category 1: Parking Point of Sale and Online Ticketing System

➤ **Element 1 – Proposer’s Relevant Experience and Qualifications**

- Describe Proposer’s relevant technical experience in performing ticketing services of a similar nature; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability, and experience of management personnel; and technical competence of any proposed subcontractors.
- Proposal should demonstrate qualifications of proposed staff, key personnel’s level of involvement in performing related work cited in Scope of Work. Relevant Experience and Qualifications must include a description of work performed of a similar nature, size, and scope.
- Describe overall quality and experience of personnel, staff, consultants and or subcontractors assigned to this project. Proposal should demonstrate that key personnel have sufficient experience and training to competently manage and complete the project. Demonstrate that Proposer allocates sufficient and appropriate staff resources in a cost-effective manner.

- Include a firm organization chart, which clearly delineates communication/ reporting relationships among the proposed staff, the subcontractors, and their assigned tasks in relation to District service requirements on the project.
- Include a statement that key personnel proposed will be available to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written concurrence of the District.

➤ **Element 2 – Technical Approach, and Understanding**

Describe proposed ticketing system, software features, functions and reporting, hardware, support services, online ticket distribution and box office support and how Proposal meets the needs of the District outlined in this RFP. Proposal must demonstrate ability to fully meet all needs and requirements defined in the Scope of Work.

Key components of Proposal Narrative should address:

- Reliability and quality of software, hardware, and personnel to accomplish the intended result within budgetary constraints and a competitive environment;
- Provide a detailed listing of all hardware to be delivered, installed, and maintained by the proposer and evidence that all hardware and software are operational, proven, and in current use;
- Any equipment not listed in the Scope of Work which may be required to utilize Proposer's ticketing system;
- How the proposed ticketing system meets industry standards & methodology is sound and reasonable;
- Projected features, functionality and reporting and how they meet or exceed expectations; logic, clarity, and specificity of reports;
- Online and telephone service support that meets or exceeds expectations; key personnel and or subcontractors proposed to perform each of the categories of services and how they are appropriately qualified and experienced;
- System redundancy; appropriateness of system support distribution and response; distribution and effectiveness of the online system - Provide proof and confirmation that the software backend has redundancies in place to ensure uptime and that the system is functioning correctly. Provide the support channels that will be available to the District and response time.
- Process the Proposer will use to establish and maintain the District's data collected or generated while performing the services. The processes used to ensure confidentiality and the storage terms, where applicable.
- Transition plan that describes how Proposer intends to transition from the District's current ticketing system to proposed system. The plan must provide a timeline from the beginning to end. At a minimum, it must address all integration issues, data transfer, ticket stock acquisition, and barcode recognition.
- If the ticketing system utilizes services and hardware from other companies to meet the requirements of this RFP, Proposer must function as the prime Contractor for these subcontracting companies and represent their products, costs, and service as part of the response to this RFP and disclose those subcontractor relationships.

Service Category 2: Gate and Concert Admissions Point of Sale and Online Ticketing System

➤ **Element 1 – Proposer’s Relevant Experience and Qualifications**

- Describe Proposer’s relative technical experience in performing ticketing services of a similar nature; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability, and experience of management personnel; and technical competence of any proposed subcontractors.
- Proposal should demonstrate qualifications of proposed staff, key personnel’s level of involvement in performing related work cited in Scope of Work. Relevant Experience and Qualifications must include a description of work performed of a similar nature, size, and scope.
- Describe overall quality and experience of personnel, staff, consultants and or subcontractors assigned to this project. Proposal should demonstrate that key personnel have sufficient experience and training to competently manage and complete the project. Demonstrate that Proposer allocates sufficient and appropriate staff resources in a cost-effective manner.
- Include a firm organization chart, which clearly delineates communication/ reporting relationships among the proposed staff, the subcontractors, and their assigned tasks in relation to District service requirements on the project.
- Include a statement that key personnel proposed will be available to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written concurrence of the District.

➤ **Element 2 – Technical Approach, and Understanding**

Describe proposed ticketing system, software features, functions and reporting, hardware, support services, online ticket distribution, and box office support and how Proposal meets the needs of the District outlined in this RFP.

Key components of Proposal Narrative should address:

- Reliability and quality of software, hardware, and personnel to accomplish the intended result within budgetary constraints and a competitive environment;
- Provide a detailed listing of all hardware to be delivered, installed, and maintained by the proposer and evidence that all hardware and software are operational, proven, and in current use.
- Any equipment not listed in the Scope of Work which may be required to utilize Proposer’s ticketing system;
- How the proposed ticketing system meets industry standards & methodology is sound and reasonable;
- Projected features, functionality and reporting and how they meet or exceed expectations; logic, clarity, and specificity of reports;

- Online and telephone service support that meets or exceeds expectations; key personnel and or subcontractors proposed to perform each of the categories of services and how they are appropriately qualified and experienced;
- System redundancy; appropriateness of system support distribution and response; distribution and effectiveness of the online system - Provide proof and confirmation that the software backend has redundancies in place to ensure uptime and that the system is functioning correctly. Provide the support channels that will be available to the District and response time.
- Process the Proposer will use to establish and maintain the District's data collected or generated while performing the services. The processes used to ensure confidentiality and the storage terms, where applicable.
- Transition plan that describes how Proposer intends to transition from the District's current ticketing system to proposed system. The plan must provide a timeline from the beginning to end. At a minimum, it must address all integration issues, data transfer, ticket stock acquisition, and barcode recognition.
- If the ticketing system utilizes services and hardware from other companies to meet the requirements of this RFP, Proposer must function as the prime Contractor for these subcontracting companies and represent their products, costs, and service as part of the response to this RFP and disclose those subcontractor relationships.

Service Category 3: Electronic Ticketing/Redemption for Midway (Ride & Games) Point of Sale and Online Ticketing System

➤ **Element 1 – Proposer's Relevant Experience and Qualifications**

- Describe Proposer's relative technical experience in performing ticketing services of a similar nature; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability, and experience of management personnel; and technical competence of any proposed subcontractors.
- Proposal should demonstrate qualifications of proposed staff, key personnel's level of involvement in performing related work cited in Scope of Work. Relevant Experience and Qualifications must include a description of work performed of a similar nature, size, and scope.
- Describe overall quality and experience of personnel, staff, consultants and or subcontractors assigned to this project. Proposal should demonstrate that key personnel have sufficient experience and training to competently manage and complete the project. Demonstrate that Proposer allocates sufficient and appropriate staff resources in a cost-effective manner.
- Include a firm organization chart, which clearly delineates communication/ reporting relationships among the proposed staff, the subcontractors, and their assigned tasks in relation to District service requirements on the project.
- Include a statement that key personnel proposed will be available to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written concurrence of the District.

➤ **Element 2 – Technical Approach, and Understanding**

Describe proposed ticketing system, software features, functions and reporting, hardware, support services, online ticket distribution, ticket purchase and redemption process, and box office support and how Proposal meets the needs of the District outlined in this RFP.

Key components of Proposal Narrative should address:

- Reliability and quality of software, hardware, and personnel to accomplish the intended result within budgetary constraints and a competitive environment;
- Provide a detailed listing of all hardware to be delivered, installed, and maintained by the proposer and evidence that all hardware and software are operational, proven, and in current use;
- Any equipment not listed in the Scope of Work which may be required to utilize Proposer's ticketing system;
- How the proposed ticketing system meets industry standards & methodology is sound and reasonable;
- Projected features, functionality and reporting and how they meet or exceed expectations; logic, clarity, and specificity of reports;
- Online and telephone service support that meets or exceeds expectations; key personnel and or subcontractors proposed to perform each of the categories of services and how they are appropriately qualified and experienced;
- System redundancy; appropriateness of system support distribution and response; distribution and effectiveness of the online system - Provide proof and confirmation that the software backend has redundancies in place to ensure uptime and that the system is functioning correctly. Provide the support channels that will be available to the District and response time.
- Process the Proposer will use to establish and maintain the District's data collected or generated while performing the services. The processes used to ensure confidentiality and the storage terms, where applicable.
- Samples of device(s) that meet the following SOW requirements - system must generate a hard stock ticket, or another device is required from which credits are debited or loaded onto and may or may not be pre-loaded but must have the ability to be pre-loaded. Other devices required include a pay-one-price or unlimited ride-day wristband and a "fast pass" option.
- Transition plan that describes how Proposer intends to transition from the District's current ticketing system to proposed system. The plan must provide a timeline from the beginning to end. At a minimum, it must address all integration issues, data transfer, ticket stock acquisition, and barcode recognition.
- If the ticketing system utilizes services and hardware from other companies to meet the requirements of this RFP, Proposer must function as the prime Contractor for these subcontracting companies and represent their products, costs, and service as part of the response to this RFP and disclose those subcontractor relationships.

3) Financial Proposal Form

The Financial Proposal 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.

4) Required Attachments to be included in the Proposal Package are outlined in Section 5.0

2.7 PROPOSAL SUBMISSION INSTRUCTIONS

- Assemble one original 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.
- 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 the 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 23-014 Rebid No. 1 Computerized Ticketing Services
22nd District Agricultural Association
Administration Building
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. **Faxed or emailed proposals will not be accepted.** The Proposer is solely responsible for ensuring that the complete proposal is received by the District in accordance with the RFP requirements. The 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.

2.8 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). The District will post a Notice of Intent to Award online at <https://delmarfairgrounds.com/about-us/public-information/#bids> as well as at the District's Contracts office 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
- if necessary, the proposed award has been approved by the California Department of Food & Agriculture and/or DGS.

The 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.

The 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.

2.9 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

2.10 PROPOSER/CONTRACTOR STATUS FORM

All Proposers must complete, sign, and submit this form in response to the RFP. The 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.

2.11 DVBE REQUIREMENTS - FOR CONTRACTS TOTALING OVER \$10,000

The 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 the 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.

2.12 INSURANCE

2.12(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, the 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, within 2 business days of receipt of the Failure Notice, the District may reject the proposal.

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

After the proposed contract has been approved by the 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 the 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 the District under this Section 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 the 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, the California Fair Services Authority and their directors, officers, agents, servants, and employees, are made additional insured, but only insofar as the operations under this contract are concerned."

2.13 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in: (1) preparing the proposal in response to this RFP; (2) submission of said proposal to the 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.

The 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.

2.14 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.

2.15 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by the 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 the 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 the 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 the District to accept such a single proposal; and the District may reject such proposal in its sole and absolute discretion.

2.16 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.

2.17 TAXES

Financial Proposals are subject to state and local sales taxes. However, the District is exempt from the payment of federal excise taxes.

2.18 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 the District's prior written consent; which consent may be granted or withheld in the 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.

2.19 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.

2.20 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 the District's opinion is necessary to successfully accomplish the Scope of Work or technical specifications, the 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.

2.21 CONFLICT OF INTEREST

This RFP process shall be governed by, and any resulting agreement executed by the 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 the District and to provide any necessary and appropriate information requested by the 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 the District 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 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 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 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 the District.

2.22 SCOPE OF WORK

See Sample Standard Agreement, Exhibit A entitled, “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.

2.23 RESULTING CONTRACT

If an award is made following the RFP process, 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 of Work, Terms and Conditions, and Insurance Requirements
- B. RFP 23-014 Rebid No. 1 General Provisions
- C. Addenda to the RFP (No. 23-014 Rebid No. 1) (incorporated by reference)
- D. District’s response to written questions and clarifications to the RFP (No. 23-014 Rebid No. 1) (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 the 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 the District, if any, will be made in writing by way of an addendum issued pursuant to paragraph 4.2 below.

3.2 ADDENDA

If necessary, the 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 the District in accordance with the solicitation requirements, prior to the date, time, and place specified. The 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.
- **Missing or unsigned cover letter**. 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 the 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.
- **No Addendum Acknowledgement (when applicable)**. If the Proposer does not provide signed Addendum Acknowledgement. Written acknowledgment of receipt of all addenda must be noted on the Addendum Letter(s) in the space provided. Not applicable if no addenda released for this RFP.

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

- It is incomplete, or if it contains any alterations of form or other irregularities of any kind. The 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 the District determines, in its sole and absolute discretion, that the information was intended to mislead the 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 the District not to solicit proposals unless there is a bona fide intention to award a contract. However, the 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, and waive any irregularities or technicalities. The 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 the District.

3.5 PROTESTS

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

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

Department of General Services
707 Third Street
West Sacramento, CA 95605
Attention: Legal Office

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

The protest **must be received by DGS and the 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 the 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 physically delivered to the District and DGS in hard copy. Emailed protests and fax protests are NOT acceptable and will not be considered. 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 file with the 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. 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 the 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 the 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, the District will assess a fee to cover duplicating costs. Documents may be returned only at the 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 District files.

3.7 CONFIDENTIALITY OF PROPOSALS

The 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 the 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 the 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 the 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. 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 the District in its sole and absolute discretion

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**

Service Category 1: Parking Point of Sale and Online Ticketing System – Proposer's Relative Experience and Qualifications, Technical Approach, and Understanding (Maximum 70 points possible)

Service Category 2: Gate and Concert Admissions Point of Sale and Online Ticketing System – Proposer's Relative Experience and Qualifications, Technical Approach, and Understanding (Maximum 70 points possible)

Service Category 3: Electronic Ticketing/Redemption for Midway (Ride & Games) Point of Sale and Online Ticketing System – Proposer's Relative Experience and Qualifications, Technical Approach, and Understanding (Maximum 70 points possible)

- **Evaluation of Financial Proposal - Cost/Price Component (Maximum 30 points possible per Service Category)**

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.

- C. The 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. 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. The average score shall be used to determine award.
- G. 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 over-all score for each proposer. A five percent (5%) SB preference and/or a five percent (5%) DVBE preference will be granted to proposals that participate in and qualify for the SB/DVBE preferences in accordance with Sections 2.9 & 2.11.
- H. Selection of the award is based on the **highest total score** of the responsive proposals.
- I. 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.
- J. All Proposers will be notified of the results. Notice of Intent to Award will be posted for five (5) working days at the District’s Contracts Department.

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

Scoring consists of two components, the “Technical Proposal” (Relative Experience and Qualifications, Technical Approach, and Understanding) 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 each Service Category of the Computerized Ticketing Services. Based upon the information/composition provided in the “Technical Proposal” a point value will be determined by the Committee for each Service Category as outlined 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.

- **Proposer’s Relative Experience and Qualifications. (Maximum 30 points possible)**
- **Technical Approach, and Understanding (Maximum 40 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 20 points) is determined to be "Excellent 90%" it will receive 18 points (0.9 x 20). If another Proposer in the same category is "Fair 70%" it will receive 14 points (0.7 x 20).

4.2.3 FINANCIAL PROPOSAL – Cost/Price Component (Maximum 30 points possible)

The financial proposal that generates the least expense for the District shall receive 30 points. The score for each of the other financial proposals shall be determined utilizing the following formula: the lowest proposal is divided by the financial proposal being scored and then multiplied by 30 points (e.g. \$40,000, \$45,000 = .8889 x 30 = 26.6670 points). The score for each of the other 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, DOCUMENTS AND EXHIBITS 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 for any applicable subcontractor)
- Subcontractor Declaration Form (if applicable, to be completed by any applicable subcontractor)
- Disable Veteran Business Enterprise Declaration
- California Civil Rights Laws Certification
- Proposer References Form
- Darfur Contracting Act Certification
- Proof/Evidence of Insurance (i.e. Insurance Certificate), as described in Section 2.12
- Small Business Documentation, if applicable, as described in Section 2.9
- Technical Proposal, as described in Section 2.6

** 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 THE 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

- A. Computerized Ticketing Historical Pricing Information

FORMS

RFP No. 23-014 Rebid No. 1, Computerized Ticketing Services

Fillable forms can be downloaded from the Del Mar Fairgrounds Bid Opportunities Page by following this link: <https://delmarfairgrounds.com/about-us/public-information/#bids>. You will need to download the forms to your computer and then open in Adobe in order to complete and save. Attempting to fill in the forms in your web browser may cause issues.

DO NOT SUBMIT ANY FORMS ELECTRONICALLY. ALL FORMS MUST BE PRINTED, SIGNED (IF APPLICABLE), AND INCLUDED IN YOUR SEALED BIDS.

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

Proposer References Form – 5 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

FINANCIAL PROPOSAL FORM

In order to submit a proposal, the Proposer must abide by all of the parameters as set forth in this RFP. This Financial Proposal Form is submitted for the entire work as described and shall be used for comparison and evaluation purposes. **This form shall not be modified.** Any changes made to this form, including but not limited to exceptions, deletions, and additions, will be the basis for rejection of the proposal.

Proposer may, but is not required to, submit proposals for all Service Categories. Proposer must complete all sections for the Service Category(ies) of which they choose to participate. Failure to complete all sections of the participating Service Category will be grounds for proposal disqualification.

Calculations: All calculations are being used for proposal evaluation only. Totals will be calculated to determine the lowest costs to district for scoring. See Completion Instructions under each Section. See RFP Section 4.2 for additional scoring details.

IMPORTANT: All fees proposed below should represent what the Proposer (the ticketing platform vendor) wants to retain or collect for each ticket sold. The District will, at its sole and absolute discretion, determine whether to pass on all of or a portion of any fees to their consumers.

Proposer offers to provide the automated ticketing system all related software, hardware, and services as described in the Scope of work of this RFP for the following costs, which shall include all labor, materials, equipment, set-up or installation and California sales tax if applicable.

Are you claiming preference as a small business? _____ Yes _____ No

FIRM NAME

FEDERAL IDENTIFICATION NUMBER

COMPLETE MAILING ADDRESS

TELEPHONE NUMBER

CITY, STATE, ZIP CODE

EMAIL ADDRESS

By his/her signature on this bid form, Bidder certifies that he/she has read and understands the RFP package, including the information regarding protest procedures. Further, Bidder certifies that the information provided by Bidder is accurate, true and correct and not intended to mislead the 22nd DAA in any manner.

PRINT NAME & TITLE

SIGNATURE

DATE

FINANCIAL PROPOSAL FORM

Service Category 1: Parking Point of Sale and Online Ticketing System

Section A: Ticket Fees

The following are to be the per ticket fees for all parking events. Please note, the per ticket fee quoted should represent what the Proposer (the ticketing platform vendor) wants to retain or collect for each ticket sold. The District may or may not pass on all of or a portion of the “per ticket fees” to the consumer. The Proposer shall not charge a Per Ticket Fee for Ticket Sales that occur through the District Box Office in person or over the phone.

Section A Completion Instructions:

Per Ticket Fee – Enter the amount (in dollars and cents only) to be collected by Proposer for each ticket, broken down by price range, for every year of the contract and potential option years.

Calculate the Average Per Ticket Fee for every year of the contract and potential option years (add up all fees in each Ticket Price Range and divide by 9), enter amount in Average Fee field. To get the Section A Total, add up all amounts in the Average Fee row, enter amount in the Section A Total field.

Parking Ticket Price Range:	Per Ticket Fee:				
	Initial Term (Year 1): 2023	Initial Term (Year 2): 2024	Option Year 1: 2025	Option Year 2: 2026	Option Year 3: 2027
\$0.01 - \$5.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
\$5.01-\$10.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
\$10.00-\$15.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
\$15.01-\$20.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
\$20.01-\$30.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
\$30.01-\$40.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
\$40.01-\$50.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
\$50.01-\$60.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
\$60.01 & Up	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Average Fee:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Section A Total (Add up Average Fees for all five years):					\$ _____

Section B: Operational Expenses

The following are to be the operational expenses to be charged to District for all parking events.

Section B Completion Instructions:

Fill out the chart below by entering the annual charges to the District for each operational expense identified below. For any one-time expenses (such as Setup Installation/ Implementation, enter the one-time cost in the Year 1 column and “N/A” in the subsequent year columns. Enter “N/A” in any of the Operational Expense fields that do not apply to your Proposal.

Calculations: Add up the annual charges in each row and enter the total five-year cost for each Operational Expense in the righthand column. To get the Section B Total, add up all amounts in the Totals For All Five Years column.

To provide any details on these costs, such as monthly breakdown or products/services included in each expense, include that information in your Technical Proposal.

FINANCIAL PROPOSAL FORM

Operational Expenses	Initial Term (Year 1): 2023	Initial Term (Year 2): 2024	Option Year 1: 2025	Option Year 2: 2026	Option Year 3: 2027	Totals For All Five Years:
Software License Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Setup Installation / Implementation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hardware Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Ticket Stock	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Section B Total (Add totals in righthand column):						\$ _____

SERVICE CATEGORY 1 GRAND TOTAL: (Section A Total + Section B Total)		\$ _____
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FINANCIAL PROPOSAL FORM

Service Category 2: Gate and Concert Admissions Point of Sale and Online Ticketing System

Section A: Ticket Fees

The following are to be the per ticket fees for all concert admission events. Please note, the per ticket fee quoted should represent what the Proposer (the ticketing platform vendor) wants to retain or collect for each ticket sold. The District may or may not pass on all of or a portion of the “per ticket fees” to the consumer. The Proposer shall not charge a Per Ticket Fee for Ticket Sales that occur through the District Box Office in person or over the phone.

Section A Completion Instructions:

Per Ticket Fee (General Admission and Reserved Admission) – Enter the amount (in dollars and cents only) to be collected by Proposer for each ticket, broken down by price range, for every year of the contract and potential option years.

Calculate the Average Per Ticket Fee for every year of the contract and potential option years (add up all fees in each Ticket Price Range and divide by 7), enter amount in Average Fee field. For the General Admission (GA) Total, add up the amounts in the Average Fee row, enter amount in the GA Total field. For the Reserved Admission (RA) Total, add up the amounts in the Average Fee row, enter amount in the RA Total field. To get the Section A Total, add up the amounts in the GA Total and RA Total fields, enter amount in the Section A Total field.

General Admission	Per Ticket Fee:					GA Total:
Ticket Price Range:	Initial Term (Year 1): 2023	Initial Term (Year 2): 2024	Option Year 1: 2025	Option Year 2: 2026	Option Year 3: 2027	
\$10.00-\$15.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$15.01-\$20.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$20.01-\$30.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$30.01-\$40.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$40.01-\$50.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$50.01-\$60.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$60.01 & Up	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
Average Fee:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
Reserved Admission	Per Ticket Fee:					RA Total:
Ticket Price Range:	Initial Term (Year 1): 2023	Initial Term (Year 2): 2024	Option Year 1: 2025	Option Year 2: 2026	Option Year 3: 2027	
\$10.00-\$15.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$15.01-\$20.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$20.01-\$30.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$30.01-\$40.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$40.01-\$50.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$50.01-\$60.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
\$60.01 & Up	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
Average Fee:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
Section A Total (Add totals in righthand column from both tables above):						\$ _____

FINANCIAL PROPOSAL FORM

Section B: Operational Expenses

The following are to be the operational expenses for all gate and concert admission events.

Section B Completion Instructions:

Fill out the chart below by entering the annual charges to the District for each operational expense identified below. For any one-time expenses (such as Setup Installation/ Implementation, enter the one-time cost in the Year 1 column and "N/A" in the subsequent year columns. Enter "N/A" in any of the Operational Expense fields that do not apply to your Proposal.

Calculations: Add up the annual charges in each row and enter the total five-year cost for each Operational Expense in the righthand column. To get the Section B Total, add up all amounts in the Totals For All Five Years column.

To provide any details on these costs, such as monthly breakdown or products/services included in each expense, include that information in your Technical Proposal.

Operational Expenses	Initial Term (Year 1): 2023	Initial Term (Year 2): 2024	Option Year 1: 2025	Option Year 2: 2026	Option Year 3: 2027	Totals for all five years:
Software License Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Setup Installation / Implementation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Hardware Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Ticket Stock	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Section B Total (Add totals in righthand column):						\$ _____

SERVICE CATEGORY 2 GRAND TOTAL: (Section A Total + Section B Total)	\$ _____
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FINANCIAL PROPOSAL FORM

Service Category 3: Electronic Ticketing/Redemption for Midway (Ride & Games) Point of Sale and Online Ticketing System

Section A: Ticket Fees

The following are to be the Per Ticket Fees for all electronic ticketing/redemption for midway (ride & games) events. Please note, the Per Ticket Fee quoted should represent what the Proposer (the ticketing platform vendor) wants to retain or collect for each ticket sold. The District may or may not pass on all of or a portion of the “per ticket fees” to the consumer. The Proposer shall not charge a Per Ticket Fee for ticket sales that occur through the District Box Office.

Section A Completion Instructions:

Per Ticket Fee – Enter the amount (in dollars and cents only) to be collected by Proposer for each ticket, broken down by ticket product categories, for every year of the contract and potential option years.

Calculate the Average Per Ticket Fee for every year of the contract and potential option years (add up all fees in each Ticket Category column and divide by 3), enter amount in Average Fee field. To get the Section A Total, add up all amounts in the Average Fee row, enter amount in the Section A Total field.

Ticket Categories:	Per Ticket Fee:				
	Initial Term (Year 1): 2023	Initial Term (Year 2): 2024	Option Year 1: 2025	Option Year 2: 2026	Option Year 3: 2027
Tickets: \$0.00 - \$2.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Unlimited Ride Wristband: \$40.00 - \$60.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Fast Pass: \$20.00 - \$30.00	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Average Fee:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Section A Total (Add up Average Fees of all five years):					\$ _____

Section B: Operational Expenses

The following are to be the operational expenses to be charged to District for the electronic ticketing/redemption system.

Section B Completion Instructions:

Fill out the chart below by entering the annual charges to the District for each operational expense identified below. For any one-time expenses (such as Setup Installation/ Implementation, enter the one-time cost in the Year 1 column and “N/A” in the subsequent year columns. Enter “N/A” in any of the Operational Expense fields that do not apply to your Proposal.

Calculations: Add up the annual charges in each row and enter the total five-year cost for each Operational Expense in the righthand column. To get the Section B Total, add up all amounts in the Totals For All Five Years column.

FINANCIAL PROPOSAL FORM

To provide any details on these costs, such as monthly breakdown or products/services included in each expense, include that information in your Technical Proposal.

Operational Expenses	Initial Term (Year 1): 2023	Initial Term (Year 2): 2024	Option Year 1: 2025	Option Year 2: 2026	Option Year 3: 2027	Totals of all five years):
Software License Fee	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Setup Installation / Implementation	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per Scanner Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
POS Hardware	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per POS Kiosk Cost	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Devices (e.g. wristbands or other device the tickets are loaded onto) (per device)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other Expenses	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Section B Total (Add totals in righthand column):						\$ _____

SERVICE CATEGORY 3 GRAND TOTAL: (Section A Total + Section B Total)	\$ _____
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**Computerized Ticketing Services
 RFP No. 23-014 Rebid No. 1
 Historical Pricing Information**

Parking 3-year historical breakout of the number of tickets sold at each ticket price range excluding sales via the District Box Office in person.

	Parking 2018		Parking 2019		Parking 2022	
	Ticket Price	Sold:	Ticket Price	Sold:	Ticket Price	Sold:
Interim Events- Onsite	\$ 13.00	85,739	\$ 15.00	84,728	\$ 10.00	170,070
Fairtime Parking- Onsite	\$ 13.00	200,110	\$ 17.00	175,322	\$ 15.00	56,260
General ParkingPre-Sold on TM	n/a		n/a		\$ 15.00	95,906
Preferred Parking- Onsite	\$ 23.00	20,370	\$ 27.00	16,111	\$ 30.00	3,565
Preferred Pre-Sold on TM	n/a		n/a		\$ 30.00	15,269
Horsepark	n/a		\$ 5.00	40,058	\$ 15.00	2,559
Horsepark	n/a		n/a		\$ 5.00	286
Interim Events Exhibitor Parking- Onsite	\$ 13.00	7,702	\$ 15.00	7,388	\$ 15.00	3,778
Pre-Sold Hadstock (costco)	\$ 13.00	31,330	\$ 15.00	27,148	\$ 15.00	24,342
Total:		345,251	Total:	350,755	Total:	372,035

Average ticket price for parking events is \$17 (between \$15 non-fair events and \$20 fairtime events)

Gate and Concert General Admissions 3-year historical breakout of the number of tickets sold at each ticket price range (i.e. \$0.01-\$5.00, \$5.01-\$10, \$10.01-\$15, etc.) excluding sales via the District Box Office in person

General Admission			
Ticket Price Range:	2018	2019	2022
\$0.01 - \$5.00	108,652	154,773	11,378
\$5.01-\$10.00	134,540	134,404	1,321
\$10.01-\$15.00	242,204	122,557	64,471
\$15.01-\$20.00	183,706	275,116	289,005
\$20.01-\$30.00	271,869	22,800	194,611
\$40.01-\$50.00	258	685	647
\$50.01-\$60.00	5,564	1,910	1,508
\$60.01 & Up	915	473	607

**Computerized Ticketing Services
RFP No. 23-014 Rebid No. 1
Historical Pricing Information**

Gate and Concert Reserved Admissions 3-year historical breakout of the number of tickets sold at each ticket price range (i.e. \$0.01-\$5.00, \$5.01-\$10, \$10.01-\$15, etc.) excluding sales via the District Box Office in person

Concert Admission:			
Ticket Price Range:	2018	2019	2022
\$5.01-\$10.00	14,038	2,986	3,284
\$10.01-\$15.00	7,469	7,196	18,772
\$15.01-\$20.00	18,284	9,438	8,551
\$20.01-\$30.00	10,813	9,436	3,736
\$30.01-\$40.00	1,587	16,111	11,053
\$40.01-\$50.00	4,753	4,906	5,723
\$50.01-\$60.00	990	6,410	2,746
\$60.01 & Up	7,369	9,227	7,958

Average ticket price for reserved admission events - \$46

Past Computerized Ticketing Services Providers:

- Service Category 1-no past provider
- Service Category 2: Ticketmaster LLC
- Service Category 3- Fun Pass System in 2019 and 2022

Total parking sales by category for 2022

- Total prepaid \$2,161,790.00
- Cash Onsite is estimated at \$1,511,419.00
- Credit onsite is estimated \$1,236,616.00

Breakdown of past two years ticket sales

- Grounds tickets sold at the box office - Approximately 100,000
- Grounds tickets sold via telephone - 0
- General admission tickets sold online Approximately 689,000
- General admission sold via telephone – 0
- Reserved admission tickets sold online - Approximately 52,000
- Reserved admission sold at the box office - Approximately 5,000
- Reserved admission sold via telephone – 0

SECTION 6.0

SAMPLE STANDARD AGREEMENT

The following pages outline the Scope 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 23-014	PURCHASING AUTHORITY NUMBER (If Applicable) N/A
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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
February 15, 2023

THROUGH END DATE
February 14, 2025

3. The maximum amount of this Agreement is:

TBD

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	7
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	General Terms and Conditions (April 2017)	4
Exhibit D	Special Terms & 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.)
TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
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PRINTED NAME OF PERSON SIGNING	TITLE
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CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-014	PURCHASING AUTHORITY NUMBER (If Applicable) N/A
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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
SCOPE OF WORK

I. OVERVIEW:

The District is seeking a qualified company(ies) to professionally and efficiently provide subscription/licensing of three distinct types of computerized ticketing systems and all related hardware or equipment, and annual services as described in this Scope of Work and separated by Service Category. Contract awards shall be based on the following Service Categories: Service Category 1 – Parking Point of Sale (POS) and Online Ticketing System, Service Category 2 – Gate Admissions Point of Sale (POS) and Online Ticketing System, and Service Category 3 – Electronic Ticketing /Redemption for Midway (Rides & Games) Point of Sale (POS) and Online Ticketing System. Contractor must commit to full system functionality by February 15, 2023, for Service Categories 1 and 2 and March 1, 2023, for Service Category 3.

A. SERVICE CATEGORY 1: Parking Point of Sale and Online Ticket System

The services provided must include the ability to sell parking permits, software support, customer support, equipment, access control, and accurate and reliable reporting.

B. SERVICE CATEGORY 2: Gate and Concert Admissions Point of Sale and Online Ticketing System

The services provided include the capability to sell admission tickets and reserved seat concert tickets, software support, equipment, customer support, access control, and accurate and reliable reporting.

C. SERVICE CATEGORY 3: Electronic Ticketing/Redemption for Midway (Rides & Games) Point of Sale and Online Ticketing System

The services provided include the capability to sell electronic ride/game ticket, software support, customer support, access control, equipment and accurate and reliable reporting.

The Midway is an Independent Midway, meaning there are multiple contracts for rides and games with various owners. The Contractor will supply a fully proven and operational electronic ticketing/redemption system with an operational iOS and Android-based mobile phone app that is capable of handling cashless transactions, generating fully customizable reports for the 22nd DAA (District Agricultural Association), handling transactions for a fair of the size and scope of the San Diego County Fair (1 million attendance, up to 80 rides, and 60 games for a period of no less than 22 days) without failure.

D. The Project Representatives during the term of this Agreement will be:

22 nd District Agricultural Association	Contractor: TBD
Name: TBD	Name: TBD
Address: 2260 Jimmy Durante Boulevard Del Mar, CA 92014	Address: TBD
Phone: TBD	Phone: TBD
e-mail: TBD	e-mail: TBD

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

EXHIBIT A
SCOPE OF WORK

II. SERVICES TO BE PERFORMED:

(Unless otherwise noted, all functions listed below apply to all service categories.)

A. Minimum Required Hardware:

Services provided by the Contractor shall include supply of all of the following hardware at a minimum on a year-round basis. All of the hardware must interface with the automated ticketing system and access control system provided to the respective service categories:

1. Service Category 1:

- Contractor shall provide 45 handheld mobile point of sale/scanning devices; each device must have its own printer (charging cables, docking stations, etc.)

2. Service Category 2:

- Contractor shall provide 35 complete terminal setups including ticket printers, monitors and credit card readers. Ticket Printers must be able to print bar codes, logos, and icons on tickets and all must have ticket cutters.
- Contractor shall provide 35 Credit Card Scanners
- Contractor shall provide 45 Portable entry scanner for all entry gates and concert entry points.

3. Service Category 3:

- Contractor shall provide 28 POS system terminals that include integrated credit and debit card capabilities.
- Contractor shall provide 360 Wireless scanners for approximately 80 rides and 60 games. Scanners must be robust, durable, have customizable settings and redemption capabilities, and battery backup. Ready to use replacement scanners are highly desired for back-up.
- All devices (credit card swipers, scanners, terminals etc. must tie in with Contractor's software and equipment to provide on-line/real time reports).
- The District reserves the right to request additional equipment as needed.
- Is highly desired that the Contractor shall provide 4 - 5 self-serve wireless POS kiosks capable of reloading devices; ability to accept credit/debit cards; touch screens; customizable with secure enclosures. Ready to use replacement POS kiosks are highly desired for back-up.

EXHIBIT A
SCOPE OF WORK

B. General Function:

1. The System must allow District to sell tickets to guests via the internet, at widespread multiple gate locations on the grounds, and remotely via compatible devices onsite or offsite.
2. Online ticket sales must have a responsive function on mobile devices with the ability to e-mail a ticket and purchase receipt, preferably with no password or login requirements in order to purchase a ticket.
3. Mobile and online sites must be fully optimized and responsive.
4. The System must provide the ability to set up multiple types of user permissions, permitting one employee to access specific modules and certain data within those modules, while another employee could have read-only access to detailed data with a group of administrators having full access, etc.
5. The System must have the ability to manage and track business activities effectively with the inherent ability to control and track all monies from ticket sales revenue.
6. The System must have the ability to handle extremely heavy drive-up and walk-up traffic.
7. The System must offer a contactless payment option.
8. The System should be easy to use with logical commands and minimal keystrokes.
9. The Contractor shall make the online ticket processing system as efficient and user-friendly as possible.
10. All tickets must have the ability to include barcodes and/or QR codes.
11. The System must offer the ability to provide digital and physical receipts to guests.
12. The System must be able to produce barcode recognition for pre-sale items.
13. Provide average transaction time for cash payment, card payment and pass scanning/validation.
14. The System must possess the ability to manage and track sales effectively with the inherent ability to control and track all monies.
15. The security of the System must reside with the operator code, not with the terminal. Unique codes and/or passwords must be provided to all users of the System. The level of activity must correspond to various code levels, or the level of activity must be able to be adjusted by the in-house administrator(s).
16. The System must allow District the ability to assign additional internal service charges and/or fees, as necessary.
17. The System shall provide various financial, technical, and administrative reports via a single web portal.
18. The System will have the ability to provide print-at-home, at no cost to the venue or ticket buyer.
19. The System shall have the capability to allow District Management or their designee to edit or set ticket text when necessary.
20. The System shall have the capability to allow District to assign or remove specific commands from operator codes.
21. The System must provide the ability to build, price, and manage all events from one centralized location.
22. District must have the ability to create and edit District events. All event creation and editing functions must operate simultaneously, resulting in instantaneous updated information.

EXHIBIT A
SCOPE OF WORK

23. The system must have the ability to create and alter facility and accommodate changes to seating, seating configurations, scaling, etc. at a facility before and after sales have occurred.
24. The System may give the customer the ability to purchase ticket from multiple events in the same shopping cart.
25. The system must have the ability to generate barcode/QR code to be used by hard ticket printing companies.
26. The system must have the ability to message ticket buyers by event and seating sections.
27. The System must include wireless and encrypted entry scanners capable of reading barcodes/QR codes from physical tickets, print-at-home tickets, and portable devices. All scanners must be able to read all barcodes, QR codes, produced by the System.
28. The System must track pre-sale through a bar code and/or QR code printed on online and onsite tickets. Upon scanning bar-coded or QR-coded ticket, System must have the capability to check the validity of the ticket and void ticket to prevent future use.
29. Applicable to Service Category 2: Contractor shall provide the best possible customer service, offering the “best seat available in the house for reserved seating events” to all ticket buyers.
30. Applicable to Service Category 2: The System shall have the ability to recognize District personnel badges within the ticketing system in order to monitor and control access to the Fairgrounds.
31. Applicable to Service Category 2: The System must have the ability to search and purchase tickets by individual seat, best available seating, section, or price. The System must also have the ability to sell both general admission and reserve seats from the same seating chart.
32. Applicable to Service Category 2 The seating configuration must be input in such a manner to: Properly dress and scale each house, or automatically sell the best available seats.
33. Applicable to Service Category 3: The System must generate a hard stock ticket, or another device is required from which credits are debited or loaded onto and may or may not be pre-loaded but must have the ability to be pre-loaded. Other devices required include a pay-one-price or unlimited ride-day wristband and a “fast pass” option.

C. ACCESS CONTROL:

1. The System must provide a complete functioning access control system.
2. Applicable to Service Category 1 and 2 the System must have the ability to monitor and verify the incoming flow of ticket sales instantaneously via an internet-based program, which allows the venue to scan information in real-time. This would include monitoring presold tickets coming through the parking and entry gates. The System must track the presale through a bar code/QR Code for all tickets.
3. Applicable to Service Categories 1 and 2: In the event of a multiple-day-use parking/admission ticket, the scanner must scan and void only that day's entry on the ticket and leave the unused dates available for scanning another time or day.
4. Applicable to Service Category 3: The bar-coded or QR-coded ticket must be scannable at each ride or game to redeem the correct number of credits designated to the ride or game operators.

EXHIBIT A
SCOPE OF WORK

5. Applicable to Service Category 3: The bar-coded or QR-coded ticket must be scannable at each ride or game to redeem the correct number of credits designated to the ride or game operators.

D. ACCOUNTING AND REPORTING:

1. All reports must be date and time-coded in a real-time environment.
2. The System must have the ability to manage and track business activities effectively with the inherent ability to control and track all monies, or non-ticket revenue, such as complimentary tickets.
3. A complete back-end auditing module must be included within the System and provide the ability to track who logs in and out, when they log in/out and what each user does while logged in. Any changes to the System must be logged. Every transaction must have the ability to be recreated through the auditing tool, step by step. Every financial transaction must be tracked entirely and reconciled at any time.
4. District must easily retrieve accurate online, minute-by-minute information on all ticket sales at various levels of detail for promoters, management, and planning purposes.
5. The District must be able to easily retrieve accurate online, minute-by-minute information on all sales at various levels of detail.
6. The System must be able to record the sale of ticket(s) as cash or other transaction methods of payment, including but not limited to Visa, Master Card, American Express, Discover, Apple Pay, Samsung Pay, or Google Wallet.
7. All transactions must be captured in a transaction journal; System must provide District with instantaneous access to this journal information.
8. The System must provide online credit card authorization. This authorization must be instantaneous.
9. The System must provide daily sales figures for all sellers, separating cash sales and all other payment methods used. In addition, there must be an online balancing-out program for sellers that balances their actual payment types to what is listed on the computer. This program should also provide ticket seller "over" and "short" information that can be printed on a hard copy printer - the System must have the ability to balance the sellers' transactions balance on their receipts and produce a report to assist with the balancing process. Additionally, all individual balance sheets should "feed" into a combined document listing the total of all sellers, including overages and shortages.
10. The System must have the capability to provide a detailed Daily Revenue Report, including revenue type by selling location and operator code, transaction report including revenue type by selling location and operator code posting sales as they occur, and providing immediate sales status reports by the gate and operator code. Daily Revenue Report must record the number of parking, admission, concert, and midway tickets sold by location, operator code, and the corresponding dollar value reported for each seller.
11. The System must be able to link reports for multiple days resulting in combined tickets sold and dollar totals for all corresponding event days.
12. The System must be able to provide a detailed Event Audit report, both in print and graphical form, which can be displayed and printed for each event. This report must record the number of tickets sold in each price category and the corresponding dollar value. This report must provide a real-time record, post-sales as they occur, and immediate event status reports.
13. The System must have the capability to allow District management staff to adjust pricing structures remotely.

EXHIBIT A
SCOPE OF WORK

14. The System shall issue, recognize, and track discount coupons that the 22nd DAA may offer through their reporting systems.
15. The payment system must comply with Payment Card Industry Data Security Standards (PCI-DSS), MasterCard, and Visa (EMV). The payment system shall also stay compliant with future PCI-DSS changes, and the Contractor shall provide this assurance in writing.
16. The System must have the ability to set up multiple merchant accounts with all revenues directed to the appropriate District bank account.
17. All credit and debit card transactions will be processed via the District's Merchant Account. The System must have the capability to meet this requirement.
18. The system must have secure identity verification mechanisms in place to prevent or minimize fraudulent transactions.
19. Contractor shall provide a system such that processing credit card transactions shall not degrade the time allowed for positive authorizations. The System shall process and store credit card transactions at each field device that accepts credit cards while in an offline mode due to a communication loss. District prefers that all Point-of-Sale & Online Ticketing Systems have the capacity to process and store credit card transactions during a communication loss regardless of where in the network the communication loss occurs. Once communication is reestablished, the System should be able to request authorization for all credit card transactions that were processed offline.
20. Applicable to Service Category 3: The System must be able to generate reports to Ride and Game owners with information about redemptions at the rides and games they own.

E. SOFTWARE/HARDWARE SUPPORT AND REQUIREMENTS:

1. Documentation must be provided on all system backup equipment and procedures, including software, hardware, and telecommunication lines. Additional information must be provided on the procedures for initiating this backup in the event of a catastrophic event.
2. Provide a secure wireless network/infrastructure with redundancies to always ensure continuous service, without any connectivity faults and includes 24-7 system support and maintenance to ensure continuous operation.
3. All equipment shall run wirelessly or via a reliable cellular network. A minimum of two (2) options for cellular communication providers is recommended prior to operation.
4. Complete installation, configuration, and testing of all aspects of the System including wireless connectivity if the System is operating on a wireless system.
5. The Contractor shall configure scanners and POS system prior to the event and all maintenance and repair as necessary during the event.
6. The system must have a robust system back-up with security measures and encryption designed to protect and secure the System's integrity, the District and customer's data, and to ensure the customer and District's privacy and security from all outside and internal unauthorized access. The sales data captured in this System will belong solely to the District. All access to this data must only be accessible to District-authorized staff.
7. The complete installation of all hardware and software, including site preparation, foundations, communication, power conduits, and cables, and hard and soft connections shall be included.
8. The System shall provide access to the hardware and software management system by authorized users 24/7 over the Web. The management system shall be a web-based system accessible via desktop computer, laptop computer, or handheld wireless device to authorized personnel. No additional software other than an internet browser shall be

EXHIBIT A
SCOPE OF WORK

- required for management to access and fully use the Point-of-Sale & Online Ticketing System and its components.
9. Contractor shall provide and install all needed system software & applications, anti-virus, anti-malware, security updates, system updates, and patches. Contractor shall train the District staff on its use.
 10. Contractor shall provide qualified staff to assist, consult, install, train, and oversee the system implementation.
 11. Contractor shall provide an onsite support member during the launch of the new software to help and monitor any issues that may come up.
 12. Contractor shall provide ongoing product support for both technical and customer service and new product request considerations.
 13. Contractor shall identify the life expectancy of each piece of equipment, hardware, software, and other elements and when each item/component would be replaced under normal usage.
 14. Contractor shall provide a disaster recovery plan. The plan shall provide the step-by-step procedures for disaster recovery for each point of failure. These procedures should be comprehensive.
 15. System updates shall consist of all actions necessary to incorporate hardware and software updates in the Point-of-Sale & Online Ticketing System to ensure performance to original specifications. Maintaining the System to keep it up to date shall be included in the expense of the System. Contractor shall provide error correction, updates, and third-party software only after obtaining the written approval of the 22nd DAA. The Contractor shall also make new releases of third-party software available to the District at the District's option and expense. Vendor-supplied documentation of updates to reflect these software changes shall be submitted within seven (7) days of completion of said software updates.
 16. The Contractor shall provide system update services regularly, ensuring that the system software or application, including all third-party software, shall be the manufacturer's "current" version. The Contractor shall have seven (7) calendar days from the time the software system or application manufacturer releases an update or patch to process updates and patches in accordance with the requirements stated in the software system or application.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the relevant invoices, the District agrees to compensate the Contractor in accordance with the method and rates outlined in the Financial Proposal Form.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

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

Alternatively, invoices can be submitted electronically to accountspayable@sdfair.com.

- C. The invoice shall contain the following information:

- 1. The word "INVOICE" should appear in a prominent location at the top of page(s);
- 2. Printed name of the Contractor;
- 3. Business address of the Contractor, including P.O. Box, City, State, and Zip Code;
- 4. The date of the invoice;
- 5. The number of the Agreement upon which the claim is based; and
- 6. An itemized account of the services for which the District is being billed;
 - a) The time period covered by the invoice, i.e., the term "from" and "to";
 - b) A brief description of the services performed;
 - c) The method of computing the amount due.
 - d) The total amount due; this should be in a prominent location and clearly distinguished from other figures or computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this Agreement

2. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit C
General Terms and Conditions (GTC 04/2017)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. 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 State.

Exhibit C
General Terms and Conditions (GTC 04/2017)

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

Exhibit C
General Terms and Conditions (GTC 04/2017)

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifiesthat if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the followingdefinitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General maybring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 ofthe Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effectiveat the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one yearfrom such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code71110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5of Division 9 of the Family Code; and

Exhibit C
General Terms and Conditions (GTC 04/2017)

- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as maybe specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
20. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
21. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "lossleader" as defined in Section 17030 of the Business and Professions Code. (PCC10344(e).)

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.

Exhibit D
SPECIAL TERMS AND CONDITIONS

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

Exhibit D
SPECIAL TERMS AND CONDITIONS

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.

Exhibit D
SPECIAL TERMS AND CONDITIONS

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 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 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

(revised effective January 1, 2023)

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, burnout contests/competitions, 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, endure, 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 such as Bull Riding,

Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following**: Concerts: 2,000 and more attendees; Extreme Attractions*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$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.