



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

REQUEST FOR PROPOSAL (RFP)

RFP No. 22-018

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

Managing Promoter of the Venue
for
22nd District Agricultural Association

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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: February 25, 2022

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Forms

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

Reference Material

A. Venue Photos and Renderings

SECTION 1.0

DEFINITIONS & TENTATIVE RFP SCHEDULE

1.1 DEFINITIONS

RFP	Request for Proposal (Secondary Method)
Proposer/ Contractor	The individual, company, organization, or business entity submitting the proposal in response to the Request for Proposal.
District or 22nd DAA	Refers to the 22nd District Agricultural Association, a California state institution, which operates and administers the Del Mar Fairgrounds/San Diego County Fair; the 22nd District Agricultural Association is not a local government agency.
Executive Management	Refers to the 22 nd DAA'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 315 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 22nd DAA 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 22 nd DAA, the agency soliciting Proposals under this RFP.
Proposal	Refers generally to a proposal submitted by a Proposer to the 22nd DAA in response to this RFP.
Responsive	Proposals that are timely and meet the requirements of this RFP will be considered "responsive".
Technical Section	Portion of the proposal that details qualitative considerations that may include, but are not necessarily limited to: depth and level of relevant experience of the individual/organization, ability to meet the needs of District, management plan, services offered, and/or proposed personnel qualifications.
Financial Section	The revenue portion of the proposal, as detailed in the "Financial Proposal" form.
Event	A show for which tickets are made available for sale to the general public or any other type of ticketed or non-ticketed programming, rental, promoted event, special event, etc., and which involves a scheduled beginning and ending time,

typically all within the same day and shall include, but not be limited to, all live musical events, live entertainment events, movies, community and cultural events, public and private rentals, special events, and public and private functions.

Venue Within the Center, the Venue consists of an indoor, main stage with 1,982-seats with tiered seating on the main floor and a mezzanine, three (3) artist dressing rooms, green room, production booth, two (2) offices.

Center Originally built as a satellite wagering facility, the Center is located at the northeast end of the Del Mar Fairgrounds close to the corner of Via De La Valle Boulevard and Jimmy Durante Boulevard and within immediate access of California Interstate "5". The Center is home to the Venue, Satellite Wagering, District offices, and other meeting and event rooms.

Sample Standard Agreement **The Sample Agreement includes the Statement/Scope of Work, Payment Terms, General Terms and Conditions, Special Terms and Conditions and Insurance Requirements that are specific to the Agreement that will be awarded as a result of this RFP. For details of the services being requested under this RFP, see Section 6.0 – Sample Standard Agreement.**

1.2 TENTATIVE RFP SCHEDULE

	<u>DATE</u>	<u>TIME</u>
RFP Release date	February 25, 2022	
Voluntary Pre-proposal Site Tour will be held on	March 4, 2022	10:00 am
Written Requests for Additional Information are due	March 11, 2022	11:00 am
Final Date for Proposal Submission at the 22nd DAA's Contracts Department located in the 22 ND DAA Administration Building	March 25, 2022	11:00 am
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	March 28, 2022	
Presentations, conducted via Zoom are anticipated the week of	March 28, 2022	
Notice of Intent to Award	April 4, 2022	
Last Day to Protest Award	April 8, 2022	
Contract Award	April 8, 2022	4:00pm
Submitted to the 22 nd DAA Board of Directors for Approval	April 12, 2022	
Proposed Contract Commences	April 15, 2022	

The 22nd DAA 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 22nd DAA 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 22nd DAA. The 22nd DAA reserves the right to make an award without the consideration of option or renewal years, as the interests of the 22nd DAA may require.

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

SECTION 2.0

GENERAL INFORMATION **PROPOSAL INSTRUCTIONS AND PROVISIONS**

The 22nd DAA is releasing this RFP with the intent to award a single contract for Managing Promoter of the Venue. District does not, at this time, intend to administer the day-to-day operations of Venue. Day-to-day operations include, but are not limited to booking and marketing performances, administering contracts, operating the box office and concessions (other than food and beverage), and maintaining associated accounting functions.

The 22nd DAA is seeking a highly qualified entertainment promotion and management company to be a collaborative partner, working to bring complementary entertainment and educational programming and other events and activities to the newly renovated indoor entertainment Venue within The Center at the Del Mar Fairgrounds. Services include, but are not limited to, booking and special event calendar management, promotions and event management, overall Venue management, and producing, marketing, and selling live entertainment at the Venue consistent with the goals of the District.

The 22nd DAA 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 22nd DAA properties including the Del Mar Fairgrounds, Surf & Turf Recreation Center, and Del Mar Horsepark. Proposer is encouraged to elaborate on its alignment with the 22nd DAA's strategic direction.

The 22nd DAA 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 22nd DAA 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 22nd DAA.

Any contract resulting from this RFP will be awarded to the Proposer(s) whose proposal(s), as determined by the 22nd DAA, best meet(s) the requirements set forth in this RFP including the Statement/Scope of Work to be performed described in (Section 6.0 Sample Standard Agreement, Exhibit A) and the Format and Content Requirements (Section 2.7) of Proposals. The 22nd DAA will use the Secondary Method scoring process, as explained in the DGS Contracting Manual, Volume 1, at Section 5.25, et seq., whereby proposals include, and are scored on, both a financial and qualitative component, and the award is based on the highest total score, which includes the sum of the score for the financial component and for the qualitative component. Considerations on the qualitative component are outlined in Section 2.7. The award selection is based on a consideration of a combination of technical (qualitative component) and revenue factors (financial component) to determine (or derive) the proposal deemed most advantageous and of the greatest value to the 22nd DAA.

The contract term shall be for one (1) year with three (3), three (3) year options to renew, at the sole and absolute discretion of the 22nd DAA. The last option year expires December 31, 2031. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The 22nd DAA may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.

If a contract is awarded resulting from this RFP and the live, indoor entertainment season is canceled or postponed for any reason or no reason, the 22nd DAA may at its sole and exclusive right, terminate or extend the resulting contract in part or in whole. Any extension of the contract would not be greater than one calendar year.

2.1 HISTORY AND GENERAL BACKGROUND INFORMATION

The 22nd DAA manages and operates the Del Mar Fairgrounds on behalf of the State of California's Department of 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.

PURPOSE, MISSION, VISION & VALUES

The 22nd DAA 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 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 the 22nd DAA, the largest being the annual San Diego County Fair.
- Events and activities produced by third-party promoters, which range from concerts and festivals, trade shows and consumer expos, equestrian competitions and animal shows, sporting events, fundraisers, and personal celebrations.

Several tenants operate year-round on 22nd DAA properties. The Del Mar Thoroughbred Club is the largest tenant of the 22nd DAA, 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. Additional tenants include year-round sports and training facilities for golf, tennis, volleyball and swimming as well as RV camping.

SAN DIEGO COUNTY FAIR

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

NEW ENTERTAINMENT CENTER

Originally built in 1988 as a satellite wagering facility on the Del Mar Fairgrounds, the two-story, 23,000 square foot facility, will now be known as The Center ("Center") and is in the final stages of a major renovation that has transformed two-thirds of the building into a live performance, theater-style entertainment venue. The Center, which is part of the larger Del Mar Fairgrounds, will be unveiled in 2022, and will be home to a 1,982-seat entertainment venue within it ("Venue"), Satellite Wagering, District offices, and other meeting and event rooms. Loma Media Partners is in place to assist with the development of the Center and Venue launch including development of an awareness campaign, launch plan, and marketing materials. A local business is currently planned to on-board as the Center's title sponsor upon launch.

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

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

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

VENUE WITHIN THE CENTER

Within the Center, the Venue consists of an indoor, main stage with 1,982-seats with tiered seating on the main floor and a mezzanine. The Venue is designed to complement and work in conjunction with other Fairground events including the San Diego County Fair and thoroughbred horse racing. (See Section 6.0 Sample Standard Agreement, Exhibit A, Attachment I, Venue 1st and 2nd Floor Layout).

The Venue will be available to host entertainment as well as a variety of other activities such as corporate and social events, dinners, and private parties. The hours of operation and performance dates will be coordinated with the District to complement and operate in conjunction with other events taking place at the Del Mar Fairgrounds. The Venue is anticipated to be available for operations as early as April 2022.

District shall provide all production equipment as outlined in the Technical Specifications (see Section 6.0 Sample Standard Agreement, Exhibit A, Attachment III) at no additional cost to Proposer.

The 22nd DAA is seeking a highly qualified entertainment promotion and management company to be a collaborative partner, working to bring complementary entertainment and educational programming and other events and activities to the newly renovated indoor entertainment Venue within The Center at the Del Mar Fairgrounds.

2.2 PROPOSER RESPONSIBILITY

Read the RFP documents very carefully, as the 22nd DAA is not responsible for errors and omissions on the part of the Proposer. **Note, the Statement/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 22nd DAA, 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 22nd DAA's objectives; and (iii) the Proposer is capable of meeting the administrative compliance requirements in preparation of the proposal.

Proposer, by submitting a response to this solicitation, understands and acknowledges that District shall retain all parking-related revenue associated with events and activities held at the Del Mar Fairgrounds, including Venue. If a parking fee is included with the cost of a Venue event ticket, District, in its sole and absolute discretion, can determine whether to split the parking-related revenue with Proposer.

2.3 VOLUNTARY SITE TOUR

The 22nd DAA will conduct a voluntary Pre-Bid Conference/Site Tour on March 4, 2022 beginning at 10:00 am at the following location:

The Center – formerly Surfside Race Place
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

Though attendance is not mandatory, prospective Proposers that intend to submit a proposal are highly encouraged to attend this Voluntary Site Tour. It shall be each prospective Proposer's responsibility to attend the Site Tour promptly at 10:00 am. The 22nd DAA reserves the right not to repeat information for participants that join the conference after it has begun. The voluntary Site Tour is a public event or meeting and anyone may attend.

Spontaneous verbal remarks provided in response to questions/inquiries are unofficial and are not binding on the 22nd DAA unless later confirmed in writing as an addendum to this RFP.

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

Shortly after the conference, the 22nd DAA will summarize all questions and issues raised and post an Addendum on the 22nd DAA's website at the following internet address:
<https://delmarfairgrounds.com/about-us/public-information/#bids>.

Proposers are responsible for their costs to attend/participate in the conference. Those costs cannot be charged the 22nd DAA or included in any cost element of the Proposer's price offering. All Proposers who want to attend the pre-proposal site tour should RSVP, no later than 72 hours before the site tour, by email to: RFP@sdfair.com.

2.4 PRESENTATIONS

As part of the Technical Proposal, Proposers are required to conduct a presentation. See Section 2.7 below for presentation submission requirements. Presentations will be conducted via Zoom only. The 22nd DAA has tentatively identified the week of **March 28, 2022**, to conduct Zoom presentations. All Proposers are asked to keep these dates available. No other presentations dates will be provided. Therefore, if a Proposer is unable to attend the Zoom presentation on these dates, its proposal may be eliminated from further evaluation or scored negatively. The presentation will consist of a short presentation by the Proposer limited to 30 minutes and the Committee may ask questions related to the Proposer's technical proposal and qualifications. Proposers will not be allowed to ask questions. The presentation must be consistent with the Proposal and may not modify or supplement the written Proposal. Attempts to use the presentation to modify or supplement the written proposal may, in 22nd DAA's sole discretion, disqualify the Proposal and remove it from any further consideration. For Proposers who need assistance attending the Zoom presentations due to a physical impairment, a reasonable accommodation will be provided upon request. Such request must be made by email to: rpf@sdfair.com, no later than the close of business on the fifth working day prior to the scheduled date and time of the presentations.

2.5 WRITTEN REQUESTS FOR ADDITIONAL INFORMATION

In the opinion of the 22nd DAA, 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 22-018." All requests must provide sufficient information for the 22nd DAA to decide whether to provide any additional or clarifying information based upon the initial submittals. The 22nd DAA'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 rpf@sdfair.com, no later than 11:00 am, March 11, 2022.** The identity of the Proposer submitting the written request(s) for information will not be revealed. Responses to questions will be released as a Question and Answer Summary via addendum.

2.6 CHANGES TO THE RFP (ADDENDA)

Any request to change this RFP must be submitted in writing in accordance with the instructions "Written Request for Additional Information." If necessary, the 22nd DAA 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 22nd DAA.***

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

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

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

2.7 FORMAT AND CONTENT REQUIREMENTS

A. Format Requirements

The Proposer must remember to:

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

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

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

B. Proposal Content Requirements

Proposal shall contain the following:

1) Proposal Cover Letter

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

"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures, addendum(s) and instructions concerning RFP 22-018, to which this proposal responds, have been read and understood. Further, in signing this letter as the authorized representative of the submitting Proposer, it is expressly agreed by the Proposer that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. Additionally, Proposer agrees that if the submitted proposal is not in the required format of the RFP, Proposer's proposal will be deemed non-responsive."

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

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

2) Technical Proposal

- **Relevant Experience and Qualifications**

Demonstrate experience and qualifications relevant to all aspects of live entertainment promotion and venue management, including advertising development and marketing, and highlighting specific experience in the San Diego marketplace including the local surrounding communities of the Fairgrounds, including but not limited to:

- Negotiating and managing agreements and the development of professional entertainment management relationships in order to present a series of performances by headline artists and entertainers at venues with capacities of 2,000 or less and performances in excess of 100 per year.
- Directing marketing and advertising campaigns for indoor live entertainment in venues with a capacity of 2,000 or less with performances in excess of 100 per year.
- Managing contracts with local and regional performers and entertainers.
- Managing a multifaceted entertainment venue with a proven track record for administering accounts payable and receivable, multi-million-dollar budgeting, and managing human resource issues.
- Identifying suitable performance targets designed to meet the entertainment desires and demographics of the San Diego audience, preferably a minimum of ten (10) years of experience.

Provide financial reports to demonstrate fiscal responsibility with this type of venue.

Experience matching the demographics of the North County San Diego audience to their desired music genre is highly desired.

Provide letters of recommendation and references who can provide testimony to Proposer's live entertainment and venue management skills:

- A minimum of five (5) letters of recommendation that demonstrate experience, knowledge, and connection to the San Diego County community, of which at least two (2) must represent the local community surrounding the Fairgrounds (Del Mar and/or Solana Beach).
- A minimum of three (3) letters of recommendation demonstrating strong negotiating skills and established relationships and experience with top talent agencies, agents, industry representatives, and artists.
- References: Provide five (5) to ten (10) client references whom Proposer has worked with in the past five (5) years who can provide testimony to Proposer's experience in the live entertainment and venue management industry. Provide a contact name, address, telephone number, and e-mail address which District may contact on Proposers References Form.

District may, at its option, use information gained by conducting reference checks with references provided or from the individuals who have had contracts with Proposer. Proposer shall be given the opportunity to respond to unfavorable information which has been acquired from references other than those provided by Proposer.

- **Management Plan**

Provide a multi-year plan for the management of Venue and Events. The narrative should indicate Proposer's depth and understanding of District's requirements as set forth in the Statement/Scope of Work, and within this RFP, as well as describe Proposer's vision and goals for growing Events over the next ten (10) years, including integration of Venue into the San Diego County Fair programming.

In addition to the above, Management Plan should describe and/or discuss:

- Anticipated number of live entertainment shows each year including mix of types (comedy, music, etc.), genres, and audience target.
- Recommended mix of Events on an annual basis such as live entertainment, special events, public and private events and projected percentage of self-produced vs third-party produced Events.
- Proposed rates and fees charged to third party Events.
- Marketing and Outreach Plan: Including maintenance of content on District-owned websites relevant to all Venue activities.
- Personnel Plan: Include an organization chart, which clearly delineates communication and reporting relationships among the proposed staff and their assigned tasks in relation to how communication will occur with District throughout the duration of the contract.
 - Indicate key personnel's level of involvement in providing the services outlined in Statement/Scope of Work (Section 6.0) including, but not limited to management, box office operations, technical staff, promotions and marketing.
 - Provide resumes for executives, managers, and key staff members including qualifications, relevant education, experience, and brief description of relevant services provided to other clients.
 - Provide evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner, including Event management.
 - Demonstrate qualifications to provide technical services including lighting and design, audio mixing, stage rigging, and meet OSHA requirements.
- Communications Plan: Engagement with District management and staff such as frequency, coordination with other events on fairgrounds, schedule review, event recaps. Engagement with District's food and beverage partner, Premier Food Services.
 - Provide sample reports to be used in communications plan such as show settlement reports and calendar tracking.
- Along with the requirements, Proposer(s) may also include any other relevant information or pertinent attachments.

- **Presentation**

Any presentation materials, such as PowerPoint slides, must be included in Technical Proposal Package. Presentation should demonstrate Proposer's skill, experience, ability, and understanding of the objectives and requirements of the Scope of Work (Section 3.0) in order to effectively manage the needs and expectations of District, including, but not limited to:

- Strength of experience and capabilities in the live entertainment and venue management industry.
- Menu of services offered to third-party users of Venue including, but not limited to, show promoters, performing artist(s), other performing arts organizations, commercial promoters, event coordinators, renters.
- Conceptual approach to marketing Events and Venue in order to build awareness and drive ticket sales including self-promoted and third-party promoted Events and activities.
- One case history demonstrating live entertainment venue management experience (preferably in the San Diego area) and that could provide some parallels to Venue.

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.

3) Financial Proposal Bid Form

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

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

4) Required Attachments to be included in the Proposal Package are as follows:

- One (1) completed, dated, and signed "Proposer/Contractor Status Form";
- One (1) copy of the completed Bidder Declaration, GSPD-05-105.
- One (1) copy of OSDS Small Business Certification Approval Letter" (Print from <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx> is acceptable), if Proposer is claiming the Small Business Preference if applicable.
 - *Or, if the application for the preference has been submitted to OSDS, the Proposal must include written confirmation that the application has been submitted to OSDS; the written confirmation must include the date that the Proposer submitted application to OSDS.*
 - *If the Proposer is claiming the preference as a non-small business subcontracting 25% with certified SB/MB (s), the Proposal must include copies of each subcontractor's Small Business Certification and;*
- One (1) STD843 if applicable (Claiming DVBE Incentive)
- *Fully completed Certificate re California Government Code 1090 Disclosure of Interests Form;*
- *Copy of Proposer's current insurance certificate (or letter confirming coverage), in accordance with Section 2.13 of this RFP*

2.8 PROPOSAL SUBMISSION INSTRUCTIONS

- Assemble one original and two copies of the proposal package.
- The original proposal must be marked "MASTER." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the Proposer. All additional proposal sets may contain photocopies of the original package.
- The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Please DO NOT use coil or spiral binding. Proposers are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and the clarity and completeness of the proposal's content. Deviations may affect the score of the proposal.
- Place the proposal in a single envelope or package, if possible. If more than one envelope or package is submitted, carefully label each one as instructed below, and mark on the outside of each envelope or package "1 of X", "2 of X", etc.
- Mail or arrange for hand delivery of the proposal package to the 22nd DAA 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 22-018 Managing Promoter of the Venue
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. **Faxes and emails will not be accepted.** The Proposer is solely responsible for ensuring that the complete proposal is received by the 22nd DAA in accordance with the RFP requirements. The 22nd DAA shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or any other mis-delivery. Proposals received after this date and time will not be considered, and will be returned, unopened.
- Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal.

2.9 CONTRACT AWARD

If a contract is awarded, it shall be granted to the Proposer with the **highest total scored proposal**. (See Section 4.0 for further details). The 22nd DAA will post a Notice of Intent to Award online at <https://delmarfairgrounds.com/about-us/public-information/#bids> as well as at the 22nd DAA'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 22nd DAA 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 22nd DAA reserves the right to require confirmation of information furnished by any Proposer, or for the Proposer to provide additional evidence of qualifications to perform the work. Failure to provide this additional evidence may result in the rejection of the proposal and its removal from further consideration.

It is the 22nd DAA's intention to award a contract that includes all requirements under this RFP to one Proposer.

2.10 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

2.11 PROPOSER/CONTRACTOR STATUS FORM

All Proposers must complete, sign and submit this form in response to the RFP. The 22nd DAA 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.

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

The 22nd DAA 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 22nd DAA 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) may 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.

2.13 INSURANCE

2.13(a) INSURANCE REQUIREMENTS AT TIME OF PROPOSAL

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

If the Proposer is not on the California Fair Services Authority's (CFSA) Master Insurance List and fails to include a copy of Proposer's current insurance certificate confirming the coverages identified above in this Section 2.13(a), the 22nd DAA shall provide written notice of this failure to Proposer. If Proposer fails to provide a copy of Proposer's current insurance certificate confirming the coverages identified above in this Section 2.13(a), within 2 business days of receipt of the Failure Notice, the 22nd DAA may reject the proposal.

2.13(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 22nd DAA 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 22nd DAA under this Section 2.13(b) must include the following, **unless** the Proposer is on the California Fair Services Authority's (CFSA) *Master Insurance List*:

- Evidence of appropriate insurance coverage for the term of the contract, including but not limited to \$1,000,000 in commercial general liability insurance;
- Evidence of Workers' Compensation Insurance as required by law;
- A commitment by the insured to provide a 30-day cancellation notice;
- An endorsement stating this insurance is primary and noncontributory with the 22nd DAA, 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 22nd District Agricultural Association, the San Diego County Fair, 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 respective agents, directors, officers, servants, and employees, are made additional insured, but only insofar as the operations under this contract are concerned."

2.14 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in: (1) preparing the proposal in response to this RFP No. 22-018; (2) submission of said proposal to the 22nd DAA; (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 22nd DAA 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.

2.15 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.

2.16 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by the 22nd DAA 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 22nd DAA 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 22nd DAA 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 22nd DAA to accept such a single proposal; and the 22nd DAA may reject such proposal in its sole and absolute discretion.

2.17 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.

2.18 TAXES

Financial Proposals are subject to state and local sales taxes. However, the 22nd DAA is exempt from the payment of federal excise taxes.

2.19 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 22nd DAA's prior written consent; which consent may be granted or withheld in the 22nd DAA'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.

2.20 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.

2.21 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 22nd DAA's opinion is necessary to successfully accomplish the statement of work or technical specifications, the 22nd DAA 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.

2.22 CONFLICT OF INTEREST

This RFP process shall be governed by, and any resulting agreement executed by the 22nd DAA 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 22nd DAA and to provide any necessary and appropriate information requested by the 22nd DAA 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 22nd DAA 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 22nd DAA 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 22nd DAA 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 22nd DAA.

2.23 SCOPE OF WORK

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

2.24 RESULTING CONTRACT

If an award is made following the RFP process, any agreement between the successful Proposer(s) and the 22nd DAA is not valid or enforceable unless and until that agreement is approved by the 22nd DAA Board of Directors at a public meeting. The resulting agreement between the 22nd DAA and the successful Proposer(s) will include the following documents:

- A. The attached sample Standard Agreement including the Scope/Statement of Work, Terms and Conditions, and Insurance Requirements
- B. RFP 22-018 General Provisions
- C. Addenda to the RFP (No. 22-018) (incorporated by reference)
- D. The 22nd DAA's response to written questions and clarifications to the RFP (No. 22-018) (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 the 22nd DAA to deem a proposer non-responsible and ineligible for an award.

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

A proposal **may** be rejected or the score of a proposal may be affected (at the 22nd DAA's sole and absolute discretion), if -

- It is incomplete, or if it contains any alterations of form or other irregularities of any kind. The 22nd DAA 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 22nd DAA determines, in its sole and absolute discretion, that the information was intended to mislead the 22nd DAA 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 22nd DAA not to solicit proposals unless there is a bona fide intention to award a contract. However, the 22nd DAA 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 22nd DAA 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 22nd DAA.

3.5 PROTESTS

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

The protest must be filed in writing with the 22nd DAA'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 Manager

The protest **must be received by DGS and the 22nd DAA 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 22nd DAA'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 22nd DAA 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 physically file with the 22nd DAA's Contract Office and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest, including without limitation, all facts, supporting documentation, legal authority and arguments in support of the bid protest. Emailed and/ or faxed detailed written statements are NOT acceptable and will not be considered. Any grounds not raised in this written statement will be deemed waived by the protesting party.

PLEASE NOTE: The procedures and time limits set forth in this section are mandatory. Failure to file with the 22nd DAA 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 22nd DAA.

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 22nd DAA will assess a fee to cover duplicating costs. Documents may be returned only at the 22nd DAA's option and at the Proposer's expense. One original and one (1) copy of each Proposer's proposal shall be retained for official 22nd DAA files.

3.7 CONFIDENTIALITY OF PROPOSALS

The 22nd DAA 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 22nd DAA 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 22nd DAA withdraw the Proposal from further contention.

SECTION 4.0

EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for ability to best meet the 22nd DAA's needs as described in this RFP. This section describes the process that the Committee will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may hear presentations. Presentations are for clarification purposes only. The Proposer will not be allowed to ask questions concerning other proposals, and may only respond to clarification questions from the Committee. Proposals cannot be amended by the Proposer after the time and date designated for receipt.

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

- A. Following the deadline for receipt of proposals, as stated in the RFP schedule, each proposal will be examined to determine if:
- The proposal was received by the deadline time and date;
 - The RFP's physical format requirements were met as determined by the 22nd DAA in its sole and absolute discretion; and
- B. Proposals that meet the submittal format requirements, as stated in the previous paragraph "A," will be deemed responsive and submitted to the Committee for:
- **Evaluation of Technical Proposal – Relevant Experience and Qualifications, Management Plan, Presentation (Maximum 70 points possible)**
 - **Evaluation of Financial Proposal - Revenue Component (Maximum 30 points possible)**
- Proposals that do not present the information in the format required may be rejected as non-responsive or their score may be affected. Proposals that do not meet the mandatory requirements identified in the RFP will be rejected.**
- C. The 22nd DAA reserves the right to verify any known relevant experience and or references disclosed in the proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score.
- D. The Committee will evaluate each responsive proposal and assign points to the technical proposal based on the criteria outlined in Section 4.2 below.
- E. Review of the technical proposal is conducted by the Committee without influence of price.
- F. The Committee may schedule Zoom presentation(s) with responsive Proposers. Length of time for presentations to be determined. Proposers are encouraged to include staff and subcontractors that Proposer considers important to the presentation. The presentation must be consistent with the Proposal and it may not in any way modify or add to the written Proposal. Attempts to use the presentation to change or modify the proposal will disqualify the Proposal and remove it from any further consideration. Proposers are not allowed to ask any questions. Following the presentation, the Committee may interview the Proposer and ask for clarification of the proposal. Following any presentation(s), the Committee members may decide to re-score proposals based on clarification gained by the presentation.

- G. In order to obtain the average technical score for each Proposer, the total points of each reviewer will be added up for each Proposer and the result divided by the number of people on the Committee.
- H. The “Financial Proposal” will then be scored based on the criteria outlined in section 5.2.3 below. The financial score will be added to the technical score to achieve the over-all score for each proposer. Certified small business Proposers, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five percent (5%).
- I. Selection of the award is based on the **highest total score** of the responsive proposals.
- J. In the event of a tie on the highest total score between two Proposers, the tie will be broken by the toss of a coin by the Contracts Department representative, or designee, in the presence of any authorized representatives of the Proposers. In the event of a tie on the highest total score among three or more Proposers, the tie will be broken by the following method: In the presence of any authorized representatives of the Proposers, (1) the Contracts Manager, or designee, shall write the name of each Proposer on a slip of paper; (2) the Contracts Manager, or designee, shall place each slip of paper containing each Proposer’s name in a hat; and (3) the Contracts Manager, or designee, shall select one slip of paper from the hat. The name on the piece of paper selected from the hat by the Contracts Manager, or designee, shall be the deemed the winning Proposer.
- K. All Proposers will be notified of the results. Notice of Intent to Award will be posted for five (5) working days at the 22nd DAA’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, management plan, presentation) with a maximum value of 70 points and the “Financial Proposal” with a maximum value of 30 points for a combined value of 100 points.

4.2.1 Technical Proposal (Maximum 70 points possible)

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

- **Relevant Experience and Qualifications (25 Points Possible)**
- **Management Plan - (40 points possible)**
- **Presentation (5 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 25 points) is determined to be "Excellent 90 %" it will receive 22.5 points (0.9×25). If another Proposer in the same category is "Fair 70%" it will receive 17.5 points (0.7×25).

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

The financial proposal that generates the most revenue for the 22nd DAA shall receive 30 points. The score for each of the lesser financial proposals shall be determined utilizing the following formula: the next highest financial proposal being scored will be divided by the highest financial proposal and then multiplied by 30 points (e.g. $\$400,000 \div \$450,000 = .8889 \times 30 = 26.6670$ points). The score for each of the lesser financial proposals shall be rounded to the nearest thousandth of a percentage point using conventional rounding procedures. Specifically, if the digit in the ten-thousandths place is less than 5, the digit in the thousandths place remains the same; if the digit in the ten-thousandths place is equal to or greater than 5, the digit in the thousandths place rounds up to the next digit (e.g., 38.7655 would round to 38.766; 38.7654 would round to 38.765).

SECTION 5.0

REQUIRED FORMS, DOCUMENTS AND EXHIBITS SECTION

5.1 FORMS, 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
- Small Business Documentation, if applicable, as described in Section 2.10
- Proof/Evidence of Insurance (i.e. Insurance Certificate), as described in Section 2.13
- Bidder's Declaration Form (if applicable, to be completed for any applicable subcontractor)
- California Civil Rights Laws Certification
- Technical Proposal, as described in Section 4.2.1

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

5.2 REFERENCE MATERIALS

- A Venue Photos and Renderings

5.3 THESE DOCUMENTS WILL BECOME PART OF THE CONTRACT TO BE AWARDED AND EXECUTED BY THE PROPOSER AND THE 22ND DAA (samples of which are attached)

- Sample Standard Agreement (Section 6.0)
- IRS Form W-9
- 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)

SECTION 6.0

SAMPLE STANDARD AGREEMENT

The following pages outline the Scope/Statement of Work and Terms and Conditions of the Agreement that the winning Proposer and 22nd DAA will enter into as a result of this RFP.

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-018

PURCHASING AUTHORITY NUMBER (If Applicable)

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

April 15, 2022

THROUGH END DATE

April 14, 2023

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	Statement/Scope of Work	7
Exhibit A, Attachment I	Floor Plan and Seating Chart	7
Exhibit A, Attachment II	Noise Ordinance	1
+ Exhibit A, Attachment III	Technical Specifications	3
+ Exhibit B	Budget Detail and Payment Provisions	1
+ Exhibit C *	General Terms and Conditions	GTC 04/2017
+ Exhibit D	Special Terms and Conditions	4
+ Exhibit D, Attachment 1	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>

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22-018

PURCHASING AUTHORITY NUMBER (If Applicable)

*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

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

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

CONTRACTING AGENCY ADDRESS

2260 Jimmy Durante Boulevard

CITY

Del Mar

STATE

CA

ZIP

92014

PRINTED NAME OF PERSON SIGNING

Carlene Moore

TITLE

Chief Executive Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

FAC §4051 .a. 1

EXHIBIT A
STATEMENT/SCOPE OF WORK TO BE PERFORMED

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

3.1 BACKGROUND

District's goals for Venue are to provide for the arts, entertainment, cultural and intellectual enrichment of the community while also creating a positive economic impact through optimizing use of Venue in a complementary manner with other activities held on the Del Mar Fairgrounds, ultimately building Venue to an iconic destination for live entertainment in San Diego County. Contractor recognizes these goals in programming for Venue.

Contractor shall exercise its commercially reasonable efforts to optimize use of Venue to meet these goals by a) attracting national and international artists of the highest quality, b) providing a diverse schedule, and c) fostering the growth of live music entertainment, and in all instances, such programming shall be consistent with District's goals and objectives.

It is District's intent that Contractor shall be the sole and exclusive managing promoter of Venue, providing the services described in RFP 22-018. However, District maintains sole authority over all Event bookings at Venue, including but not limited to the authority to procure booking for Venue from other sources as deemed necessary by District.

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

District has engaged Loma Media Partners to work with the Contractor and District to develop an awareness campaign, launch plan, and marketing materials for the debut of the Center.

District shall provide up to two (2) offices for Contractor's onsite needs.

3.2 SERVICES OVERVIEW

District does not, at this time, intend to administer the day-to-day operations of Venue. Day-to-day operations include, but are not limited to booking and marketing performances, administering contracts, operating the box office and concessions (other than food and beverage), and maintaining associated accounting functions.

The Contractor's services shall include management of Venue activities including schedule, bookings, marketing, negotiations and contracting for uses of Venue including self-promoted events, and providing technical staff and general labor to support all scheduled activities within Venue including, but not limited to: stagehands, security, ushers, ticket takers, custodians, etc. All work will be performed under the direction and supervision of District.

EXHIBIT A
STATEMENT/SCOPE OF WORK TO BE PERFORMED

District shall continue to manage and operate all other portions of Center including satellite wagering and provide all food and beverage service for all Center activities through its partner, Premier Food Services/ASM. Outside food & beverage is prohibited. District retains the exclusive right to sell facility sponsorships and the Contractor and all subcontractors, show promoters, renters, etc. must work within the sponsorship parameters.

During the summer and fall thoroughbred horse race seasons at the Del Mar Fairgrounds, typically mid-July through Labor Day as well as the month of November, Contractor shall work collaboratively with District and District's thoroughbred horse race meet operator to schedule entertainment accordingly. Certain restrictions may apply as it relates to noise impacts and ensuring the safety of racing operations.

The Contractor shall serve as the master calendar coordinator for purposes of all Event bookings at Venue and pay District a per-show fee for live entertainment bookings and a rental fee for all other events. District will direct all Venue rental inquiries to Contractor.

Contractor shall be responsible for all expenses related to the management of Venue and events, including but not limited to: labor, insurance, and marketing, and exclusive of utilities, janitorial supplies, and general wear and tear of the facility.

3.3 GENERAL REQUIREMENTS

Contractor shall provide qualified personnel capable of providing the services described herein.

Contractor shall possess, maintain, and utilize a strong knowledge of the demographics of North San Diego County and the local communities surrounding the Fairgrounds, as those communities relate to entertainment programming and performance selection. Contractor should possess extensive experience and connections within the community surrounding Venue and demonstrate collaboration with the local community and local government and encouragement of local music via activities that support the community and foster community support.

Contractor and its personnel shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including District staff and contractors, under the direction of District's Entertainment & Production Director, to secure, promote, and stage live events at Venue, considering impacts on parking, access, food & beverage and other services, and on other events held on the Del Mar Fairgrounds, including working with District toward integration of Venue within the San Diego County Fair and other events at the Fairgrounds.

Contractor is expected to book a minimum of sixty (60) dates in the first year of operation. Upon contract award, Contractor shall meet with District management and other personnel, including but not limited to Loma Media Partners (District's media

EXHIBIT A
STATEMENT/SCOPE OF WORK TO BE PERFORMED

partner) to establish a Center-specific business plan including annual performance goals and recommended rental rates for special events and community uses.

District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while Contractor and Contractor's personnel are on District grounds. Contractor shall not accept instructions from or convey information to anyone not included on the personnel list provided by District. District shall provide an on-site representative during each Event at Venue and during all operating hours of Center.

Contractor, at Contractor's sole expense, shall secure all licenses, permits, and structural engineering approvals as required, necessary for the specific events to be held at Venue including without limitation music licenses, software licenses, and renewals thereof. District shall cooperate in this process to the extent reasonably required.

For each live entertainment/ticketed event, Contractor shall pay District a Per Show Venue Fee in the amount of the percentage of adjusted gross ticket sales (gross ticket sales minus applicable taxes) or \$7,500.00, whichever is greater, in addition to a Per Ticket Facility Fee, as indicated in the Financial Proposal Form. The Per Ticket Facility Fee is to cover the costs related to future maintenance and preservation of Venue and shall be in an amount consistent with industry standards. Contractor must include Per Show and Facility Fee on Financial Proposal Form. Additionally, Contractor shall pay a Rental Fee, to be set by District, for all other special events and uses of Venue such as corporate meetings, private events, community uses, etc.

The Per Show Venue Fee shall include access to Venue space, two (2) offices, utilities, standard seating and tables, and the A/V and sound package as detailed in the Technical Specifications of this RFP at no additional cost to Contractor. The Per Show Fee shall not include parking, food and beverage, and or costs associated with additional equipment, services, or the use of District personnel.

3.4 GENERAL PERSONNEL SERVICES AND REQUIREMENTS

It is expected that Contractor and its personnel will conduct themselves in a thoroughly professional manner at all times. Contractor's personnel shall exhibit a high level of customer service at all times.

Contractor shall provide experienced, qualified, and responsible personnel to set up equipment, monitor and operate equipment, provide security for equipment and tear down equipment as scheduled. Contractor's labor plan must provide for enough labor to set/strike as required. Labor shall include all equipment, materials, delivery, installation, operation, maintenance, security, teardown, and removal services necessary to support each Event.

EXHIBIT A
STATEMENT/SCOPE OF WORK TO BE PERFORMED

Contractor shall provide the necessary personnel to support all scheduled activities and services within Venue including technical staff and general labor, including but not limited to: lighting and design, audio mixing, stage rigging, stagehands, security, ushers, ticket takers, custodians, event personnel, etc.

Contractor's personnel shall adapt and be flexible to reasonable requests regarding equipment operations and use, as determined appropriate by District.

Contractor shall be solely responsible to cover any and all costs associated with any and all goods and/or services provided by District not otherwise specified in this Agreement, in performance of any Event at Venue including additional production equipment, services, or personnel requested of District.

3.5 CONTRACTOR ROLES AND RESPONSIBILITIES

A. BOOKING AND CALENDAR MANAGEMENT FOR VENUE

Contractor shall use reasonable efforts to schedule Events and to optimize the use and profitability of Venue, working collaboratively with District management and staff. Contractor will serve as the master calendar coordinator for purposes of all Event bookings at Venue. District will direct all Venue rental inquiries to Contractor.

Contractor shall arrange for, manage calendar of, and otherwise book all Events and activities at Venue in accordance with a booking schedule to be developed by Contractor, and subject to the advance approval of District.

Note: District shall retain the exclusive right to Venue during the annual San Diego County Fair, typically June through the July 4th holiday weekend. During such time, Contractor will not be responsible to District for any losses or damages that result from District's control over Venue.

Contractor shall not book any Events during the summer and fall thoroughbred horse race seasons, typically mid-July through Labor Day and the month of November, without the prior written consent of District, which can be withheld by District at its sole and absolute discretion.

District shall be entitled to six (6) occasions during the calendar year, exclusive of the San Diego County Fair, to make use of Venue for hosting an Event. During such events, Contractor will not be responsible to District for any damages that result from District's control over the event booking. District shall not pay any user or rental fees for said use; however, after receipt of a written invoice, District shall reimburse Contractor for all actual labor costs incurred by Contractor to facilitate District's use.

EXHIBIT A
STATEMENT/SCOPE OF WORK TO BE PERFORMED

B. PROMOTIONS AND EVENT MANAGEMENT FOR VENUE

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

Contractor shall produce, present, or provide a wide variety of performances and special events, by either self-produced and or agreement with promoters, performing artist(s), other performing arts organizations, commercial promoters, or event coordinators, renters, etc.

Contractor shall enter into written Use Agreements with third parties for use of Venue for Events in accordance with established minimum rental rates. In subsequent contract years, rental rates will be proposed by Contractor each October for approval by District annually, which District may, at its sole and absolute discretion, withhold such approval. Contractor shall employ and pay for legal services at its own expense as needed to draft and review Use Agreements or contracts pertaining to the use of Venue.

Note: District retains the exclusive right to sell facility sponsorships. Contractor and all subcontractors and show promoters, renters, etc. must work within the sponsorship parameters. Contractor may be required to provide input and advice to District management and Sponsorship Coordinator to ensure that all appropriate or conflicting sponsorship content is included or not included when appropriate.

Contractor may maintain and operate merchandise concessions in Venue either through directly providing or contracting for such, including the right to sell clothing, novelties, and publications and related items within Venue as appropriate and in compliance with applicable laws. District shall retain all food and beverage rights, including alcohol.

Contractor shall have the exclusive right to distribute tickets, operate a ticket office, and charge admission for Events at Venue, exclusive of those occasions when Venue is under District's exclusive control.

Note: District shall retain the right to a minimum number of seats, per performance, to have and use without charge. See attached Seating Chart (Exhibit A, Attachment I). District also retains the right to a minimum number of available seats, per performance, for purchase up to 72 hours prior to curtain time.

Contractor shall provide a security plan to District prior to each Event for District approval, which District may, at its sole and absolute discretion, withhold such approval or require additional security services including, but not limited to, local

EXHIBIT A
STATEMENT/SCOPE OF WORK TO BE PERFORMED

law enforcement. Contractor shall be required to attend pre-event security briefings with District staff.

Contractor shall keep exterior sound at levels that do not disturb other events and activities on the Fairgrounds nor nearby businesses or residents. Sound level requirements are governed by District's existing noise ordinance (Exhibit A, Attachment II). As detailed in the ordinance, noise levels as measured at residential neighborhoods surrounding District shall not exceed 60 dB between the hours of 7:00 am and 10:00 pm. Exterior noise is not permitted between the hours of 10:00 pm and 7:00 am. Contractor acknowledges that District reserves the right to amend or otherwise alter the Noise Ordinance and agrees to comply with any and all changes or revisions.

District shall provide all production equipment as outlined in the Technical Specifications (see Exhibit A, Attachment III) at no additional cost to Contractor. Should Contractor require additional production equipment, Contractor shall be solely responsible for any and all costs associated with that additional production equipment, including payment to District for such.

Contractor shall be responsible for marketing and promoting all Events at Venue and Contractor shall maintain, or cause to be maintained, website content on District owned sites relevant to all Venue activities including calendar of events; District maintains the right to reject any obscene (as defined by applicable laws) content.

C. **VENUE MANAGEMENT**

Contractor shall work closely with District Management and other District Departments to provide an efficient and smooth operation.

Contractor shall routinely confer with District about all matters affecting the viability of Venue, including day-to-day operations of Center.

Contractor shall develop, maintain and provide District with written plans for the emergency evacuation of Venue and instruct all staff members on a quarterly basis.

Contractor shall cause such other acts and things to be done with respect to Venue, as determined by Contractor in its reasonable discretion to be necessary for the management of Venue.

Contractor shall take all reasonable measures to assure that any users of Venue avoid any form of waste, damage, and or destruction of Venue, or make permanent alterations to Venue, without District's prior written consent.

EXHIBIT A
STATEMENT/SCOPE OF WORK TO BE PERFORMED

Contractor shall submit an annual projection of Events for consideration in District's budget each October, but will not be construed as any guaranty of performance or profitability. Contractor shall also prepare and present a revised forecast after each quarter.

Contractor shall make recommendations for additions of fixtures, furniture, furnishings, and equipment and for capital improvement projects at Venue annually with the budget, for the following year.

Contractor shall take a written inventory of all furniture, fixtures, office equipment, supplies, and tools at Venue, and provided to District on an annual basis. Contractor shall document all major damage to, or loss, in such inventory as soon as such damage or loss is discovered by Contractor, and promptly notify District throughout the term of agreement.

D. **MAINTENANCE AND OPERATION OF CENTER**

District shall be responsible for operating, maintaining, and repairing Center, including Venue, and District-owned equipment utilized in connection with its operation. Repairs and maintenance shall be made promptly as, and when, necessary.

District shall maintain and perform all landscape maintenance at its own expense as necessary to maintain Center in first-class condition.

District shall, at its own expense, provide all personnel and supplies related to the ongoing general operation and maintenance of Center including, but not limited to, custodial and housekeeping services on a regular basis, to ensure that Center is kept in a clean, neat, and pristine condition. District will provide Venue in clean and ready condition before the start of each Event booked.

EGRESS LEGEND

[illegible]

OVERALL EXITING NOTES

1. 1.1. 1.1.1. 1.1.2. 1.1.3. 1.1.4. 1.1.5. 1.1.6. 1.1.7. 1.1.8. 1.1.9. 1.1.10. 1.1.11. 1.1.12. 1.1.13. 1.1.14. 1.1.15. 1.1.16. 1.1.17. 1.1.18. 1.1.19. 1.1.20. 1.1.21. 1.1.22. 1.1.23. 1.1.24. 1.1.25. 1.1.26. 1.1.27. 1.1.28. 1.1.29. 1.1.30. 1.1.31. 1.1.32. 1.1.33. 1.1.34. 1.1.35. 1.1.36. 1.1.37. 1.1.38. 1.1.39. 1.1.40. 1.1.41. 1.1.42. 1.1.43. 1.1.44. 1.1.45. 1.1.46. 1.1.47. 1.1.48. 1.1.49. 1.1.50. 1.1.51. 1.1.52. 1.1.53. 1.1.54. 1.1.55. 1.1.56. 1.1.57. 1.1.58. 1.1.59. 1.1.60. 1.1.61. 1.1.62. 1.1.63. 1.1.64. 1.1.65. 1.1.66. 1.1.67. 1.1.68. 1.1.69. 1.1.70. 1.1.71. 1.1.72. 1.1.73. 1.1.74. 1.1.75. 1.1.76. 1.1.77. 1.1.78. 1.1.79. 1.1.80. 1.1.81. 1.1.82. 1.1.83. 1.1.84. 1.1.85. 1.1.86. 1.1.87. 1.1.88. 1.1.89. 1.1.90. 1.1.91. 1.1.92. 1.1.93. 1.1.94. 1.1.95. 1.1.96. 1.1.97. 1.1.98. 1.1.99. 1.1.100. 1.1.101. 1.1.102. 1.1.103. 1.1.104. 1.1.105. 1.1.106. 1.1.107. 1.1.108. 1.1.109. 1.1.110. 1.1.111. 1.1.112. 1.1.113. 1.1.114. 1.1.115. 1.1.116. 1.1.117. 1.1.118. 1.1.119. 1.1.120. 1.1.121. 1.1.122. 1.1.123. 1.1.124. 1.1.125. 1.1.126. 1.1.127. 1.1.128. 1.1.129. 1.1.130. 1.1.131. 1.1.132. 1.1.133. 1.1.134. 1.1.135. 1.1.136. 1.1.137. 1.1.138. 1.1.139. 1.1.140. 1.1.141. 1.1.142. 1.1.143. 1.1.144. 1.1.145. 1.1.146. 1.1.147. 1.1.148. 1.1.149. 1.1.150. 1.1.151. 1.1.152. 1.1.153. 1.1.154. 1.1.155. 1.1.156. 1.1.157. 1.1.158. 1.1.159. 1.1.160. 1.1.161. 1.1.162. 1.1.163. 1.1.164. 1.1.165. 1.1.166. 1.1.167. 1.1.168. 1.1.169. 1.1.170. 1.1.171. 1.1.172. 1.1.173. 1.1.174. 1.1.175. 1.1.176. 1.1.177. 1.1.178. 1.1.179. 1.1.180. 1.1.181. 1.1.182. 1.1.183. 1.1.184. 1.1.185. 1.1.186. 1.1.187. 1.1.188. 1.1.189. 1.1.190. 1.1.191. 1.1.192. 1.1.193. 1.1.194. 1.1.195. 1.1.196. 1.1.197. 1.1.198. 1.1.199. 1.1.200. 1.1.201. 1.1.202. 1.1.203. 1.1.204. 1.1.205. 1.1.206. 1.1.207. 1.1.208. 1.1.209. 1.1.210. 1.1.211. 1.1.212. 1.1.213. 1.1.214. 1.1.215. 1.1.216. 1.1.217. 1.1.218. 1.1.219. 1.1.220. 1.1.221. 1.1.222. 1.1.223. 1.1.224. 1.1.225. 1.1.226. 1.1.227. 1.1.228. 1.1.229. 1.1.230. 1.1.231. 1.1.232. 1.1.233. 1.1.234. 1.1.235. 1.1.236. 1.1.237. 1.1.238. 1.1.239. 1.1.240. 1.1.241. 1.1.242. 1.1.243. 1.1.244. 1.1.245. 1.1.246. 1.1.247. 1.1.248. 1.1.249. 1.1.250. 1.1.251. 1.1.252. 1.1.253. 1.1.254. 1.1.255. 1.1.256. 1.1.257. 1.1.258. 1.1.259. 1.1.260. 1.1.261. 1.1.262. 1.1.263. 1.1.264. 1.1.265. 1.1.266. 1.1.267. 1.1.268. 1.1.269. 1.1.270. 1.1.271. 1.1.272. 1.1.273. 1.1.274. 1.1.275. 1.1.276. 1.1.277. 1.1.278. 1.1.279. 1.1.280. 1.1.281. 1.1.282. 1.1.283. 1.1.284. 1.1.285. 1.1.286. 1.1.287. 1.1.288. 1.1.289. 1.1.290. 1.1.291. 1.1.292. 1.1.293. 1.1.294. 1.1.295. 1.1.296. 1.1.297. 1.1.298. 1.1.299. 1.1.300. 1.1.301. 1.1.302. 1.1.303. 1.1.304. 1.1.305. 1.1.306. 1.1.307. 1.1.308. 1.1.309. 1.1.310. 1.1.311. 1.1.312. 1.1.313. 1.1.314. 1.1.315. 1.1.316. 1.1.317. 1.1.318. 1.1.319. 1.1.320. 1.1.321. 1.1.322. 1.1.32

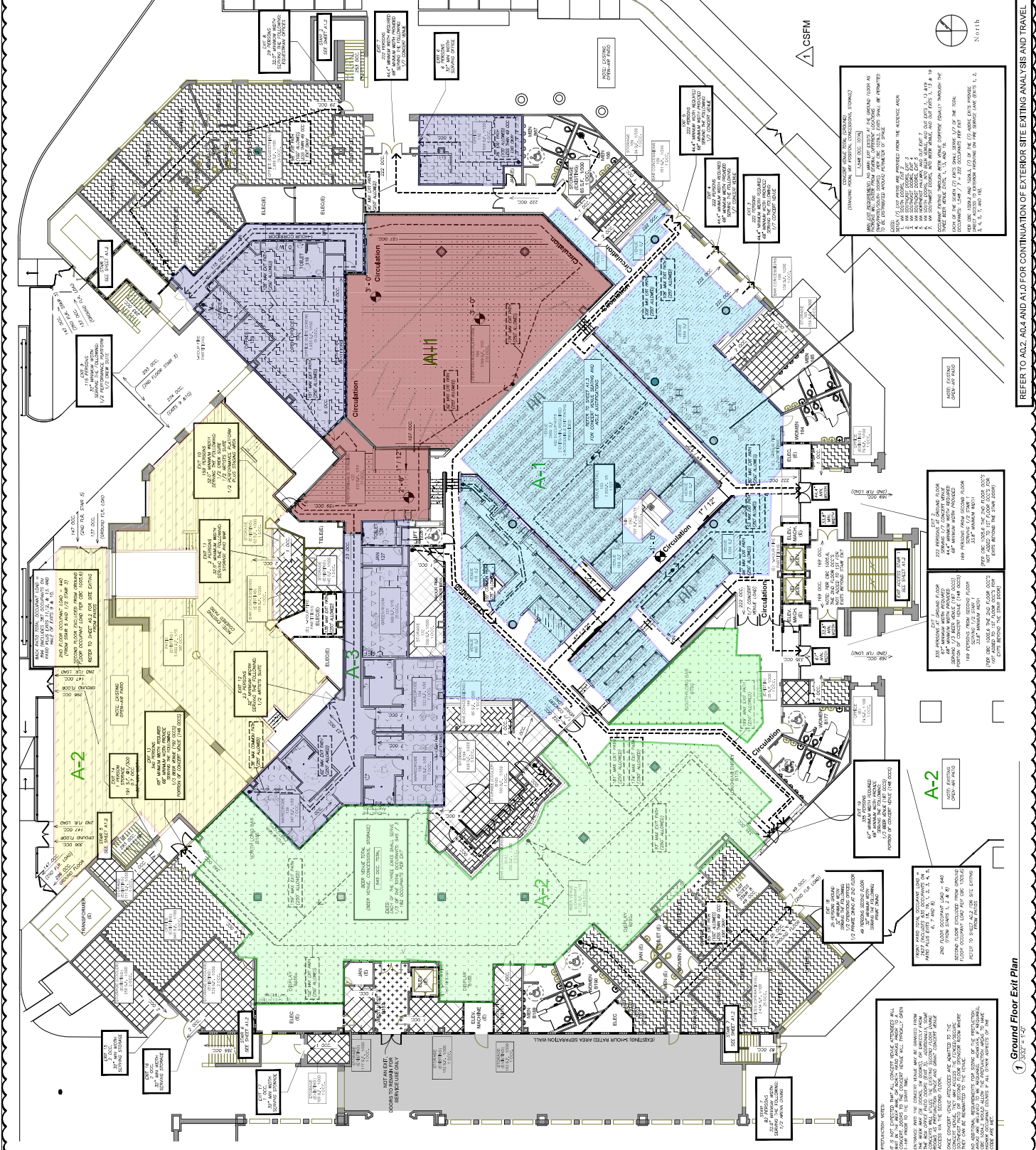
OCCUPANCY SUMMARY

[illegible]

TOTAL OCCUPANTS INCLUDING ALL EXTERIOR PATIOS	3,042
TOTAL OCCUPANTS (EXCLUDING 1ST FLOOR PATIOS)	4,020
TOTAL OCCUPANTS (EXCLUDING 1ST AND 2ND FLOOR PATIOS)	3,532

* CONCESSIONS (BEHIND THE COUNTER SPACE) CALCULATED AT 1200 PER
 FKA PLAN CHECK COMMENTS
 ** MKF POSITION (LIGHT AND SOUND) CALCULATED AT 1:15 TO PROVIDE
 REALISTIC OCCUPANCY

REFER TO A0.2, A0.4 AND A1.0 FOR CONTINUATION OF EXTERIOR SITE EXITING ANALYSIS AND TRAVEL



EGRESS LEGEND

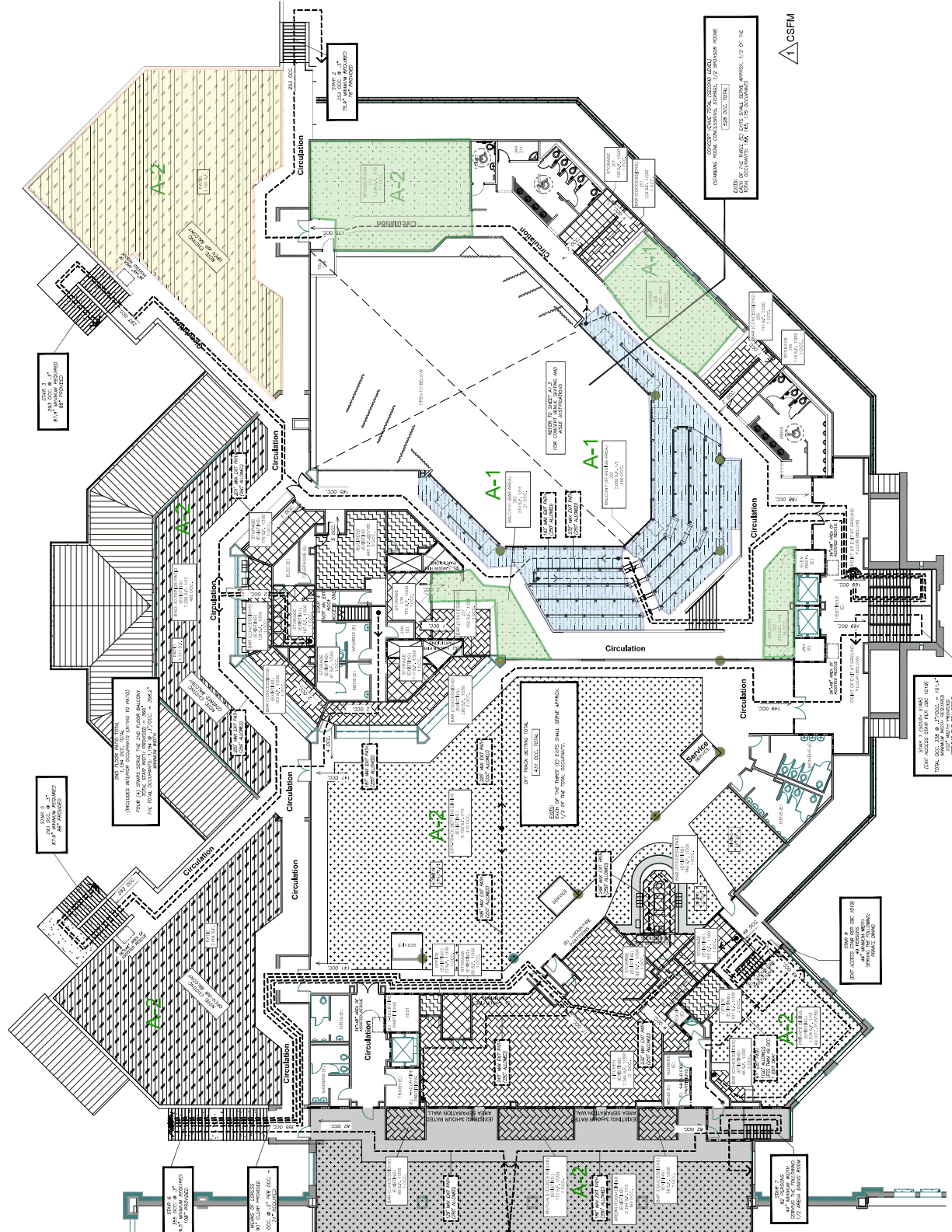
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OVERALL EXITING NOTES

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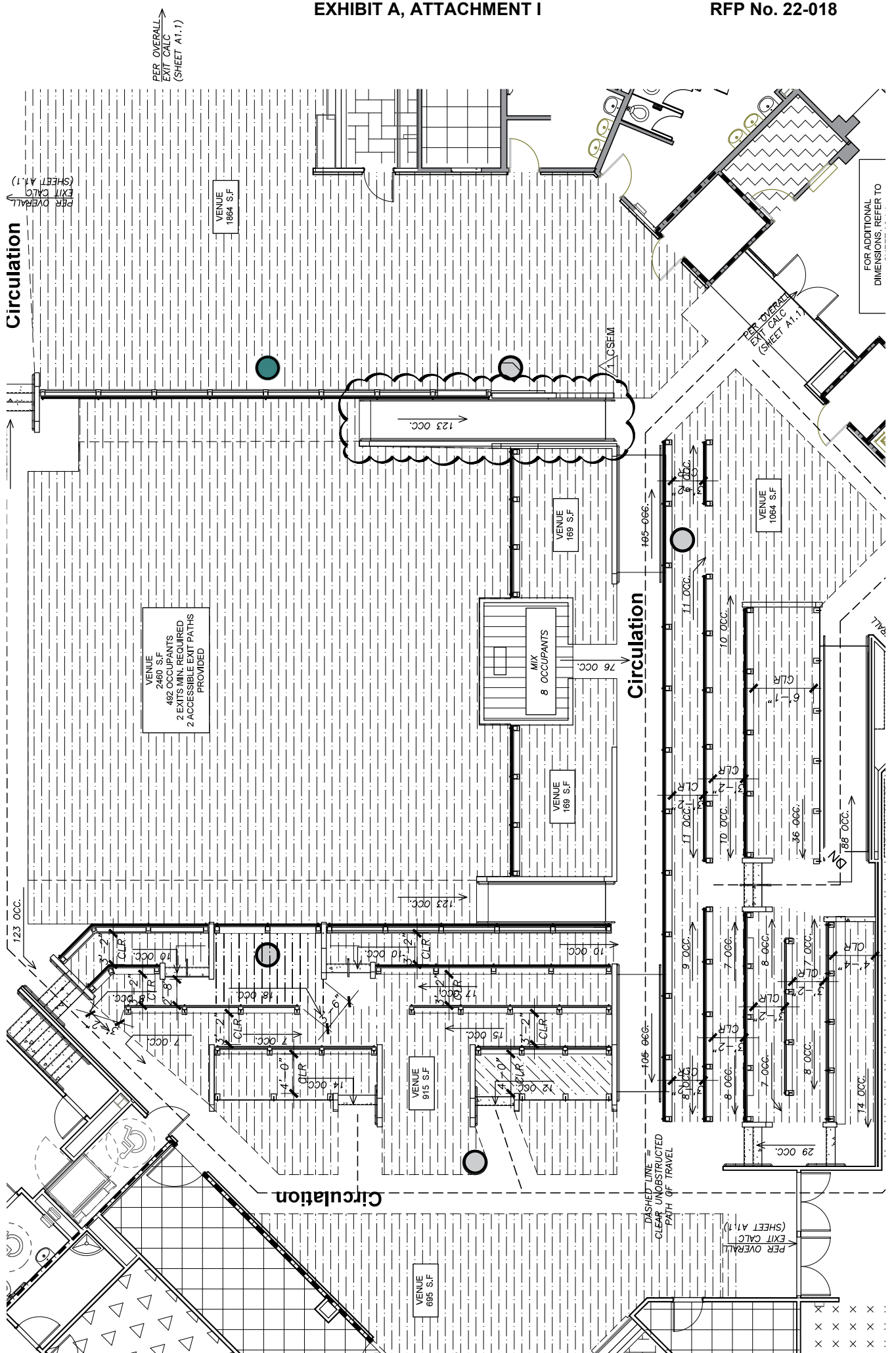
STAIR NOTES

1. ALL EXISTING STAIRWAYS NUMBERED (1-8) ARE EXISTING AND MEET THE EXIT WIDTHS REQUIRED BY THE OCCUPANCY CALCULATIONS SHOWN HERE



1 Second Floor Exit Plan

1st Floor Venue - Standing Chart



1st Floor Venue - Seating Chart

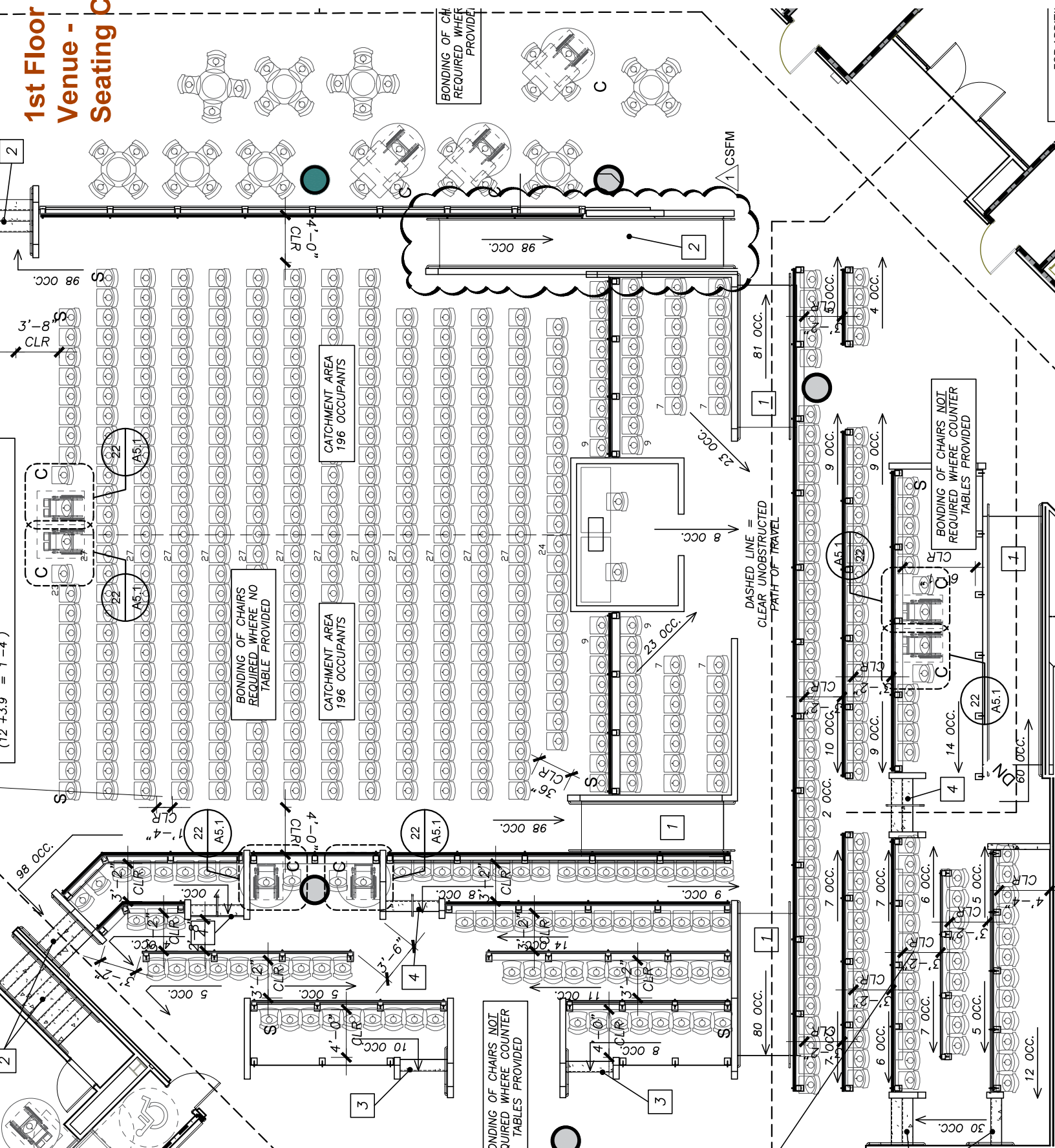




EXHIBIT A, ATTACHMENT II NOISE ORDINANCE

Between the hours of 7:00 a.m. to 10:00 p.m., ambient noise level may not exceed 60 dB(A) measured in the residential neighborhoods surrounding the Association. Exterior ambient noise is not permitted between 10:00 p.m. and 7:00 a.m. All sound producing devices used by Licensee must be of such a nature and operated so as not to cause annoyance or inconvenience to patrons or any other Licensee. The Association reserves the right to terminate Licensee's use of any sound-producing device, which it determines, in its sole discretion, violates this provision. A \$1000 fee will be billed to the Licensee for violation of the noise ordinance. The noise limits above may be adjusted as follows to account for the effects of time and duration on the impact of noise levels:

1. Noise that is produced for no more than a cumulative period of 30 minutes in any hour may exceed the noise limit by 3 decibels.
2. Noise that is produced for no more than a cumulative period of 15 minutes in any hour may exceed the noise limit by 6 decibels.
3. Noise that is produced for no more than a cumulative period of 10 minutes in any hour may exceed the noise limit by 8 decibels.
4. Noise that is produced for no more than a cumulative period of 5 minutes in any hour may exceed the noise limit by 11 decibels.
5. Noise that is produced for no more than a cumulative period of 2 minutes in any hour may exceed the noise limit by 15 decibels

EXHIBIT A, ATTACHMENT III **TECHNICAL SPECIFICATIONS**

The Venue at The Center is a multi-use facility with a strong emphasis on live entertainment. Featuring a generous stage that will accommodate most touring acts, ample power, a state-of-the-art sound system, and tiered viewing on the main floor and a mezzanine for up to 879 seated up to 1,982 standing capacities.

House Systems Overview

Main P.A., Stage Monitoring System and their associated power distribution systems for the platform. Yamaha CL5 mixing consoles are deployed at Stage Left Monitor World and at Front of the House. Basic stage lighting is available on the house pipe grid and fly points are available if temporary truss systems are to be deployed.

Copper and Fiber Network Tie Lines are strategically located throughout the facility to accommodate E-Sports and other technologies driven uses.

Venue

- **Square Feet:** +23,000 ft²
- **Concert Capacity Seated:** 879*
- **Concert Capacity Standing Room Only:** 1,982*
- **Meeting Capacity Seated:** 717*
- **Full-Service Bars:** 6

**Actual capacity determined by Event furnishings and seating layout.*

Stage

- **Dimensions:** 45'W x 33'D x 25'H (to pipe grid)
- **Curtains:** Operational front & rear with side masking. Leg curtains are on pivots and can be tracked on and off stage for masking as required.

*** NO STAGE FLY SYSTEM ** Dead Hung pipe grid over stage and auxiliary 1-ton lift points for 40' trussing.*

Artist Accommodations

- 1 Green Room
- 3 Dressing Rooms with private restrooms and showers

Backstage Hospitality

- 1 Crew Lounge with restroom, shower, lockable storage cubicles, washer and dryer
- 1 Guest Production Office
- 1 Staging Area with restroom

EXHIBIT A, ATTACHMENT III
TECHNICAL SPECIFICATIONS

Power

- **Platform Company Switch ~ Lighting:** 200 Ampere 3-phase @ 120/208 VAC – Camlock type with double neutral
- **Platform Company Switch ~ Sound:** 200 Ampere 3-phase @ 120/208 VAC – Camlock type with isolated ground
- **Loading Dock Company Switch ~ Shore Power:** 200 Ampere 3-phase @ 120/208 VAC – Camlock type
- **Stage / Band Power Distribution:** Custom Motion Labs System

Audience Sound Re-enforcement

- **Guest P.A.:** Fly points and chain motors are ready to accept most any temporary speaker system that is desired.
- **House Stereo Arrays:** VUE Audiotechnik ~ 8 x al-8 / 4 x al-4 (Per Side)
- **House Subwoofer Arrays:** VUE Audiotechnik ~ 4 x hs-28 (Per Side)*
- **House Stereo Front Fills:** VUE Audiotechnik ~ 2 x h-5 (Per Side) *
- **House Power Amps:** VUE Audiotechnik 4 x V6d & 1 x V4d Engines with on-board DSP

**Subwoofers & Front Fills are self-powered*

House System Designed for 105 dBA (+/- 2.5 dB) throughout facility. Maximum Average SPL at Front of House not including subwoofers is 108 dBA. The subwoofers add up to 20 dBA.

Band / Stage Sound Re-enforcement

- **Single 12" Wedge Monitors:** VUE Audiotechnik ~ 12 x hm-112
- **Double 12" Wedge Monitors:** VUE Audiotechnik ~ 4 x hm-212
- **Single 18" Subwoofer:** VUE Audiotechnik ~ 2 x al-8sb
- **Power Amps:** VUE Audiotechnik 12 x V4d engines with on-board DSP

System designed for up to 24 separate mixes, including subwoofer

Mixing Systems

- **Inputs & Outputs Typical Configuration:**
- **Front of House:** Allen and Heath D-Live S7000 with a DM48
- **Monitor World:** Allen and Heath D-Live S7000 with a DM64

Lighting Systems

- **Lighting Control Console:** HES Road Hog 4 w/ Mini Wing
- **Wash Fixtures:** ETC ~ 42 x ColorSource PAR
- **Spot Fixtures:** ETC ~ 12 x ColorSource Spots
- **Moving Lights:** TBD x 12
- **House Light Control:** ETC Unison LCD Controller at FOH

EXHIBIT A, ATTACHMENT III
TECHNICAL SPECIFICATIONS

Miscellaneous

- A 2-Channel Clear-Com Party Line type production intercom system is available at front of house, monitor world, stage manager positions, green room, and dressing rooms.
- Ten auxiliary 1-ton lift points for 40' trussing are provided over the stage and audience for temporary production usage. Chain motors and controls are not included. Locations are: Mid Room, Front of Room, Stage Lip, Mid-Platform & Up-Stage.
- 2 x 10" tubes connect front of house and monitor world for temporary systems.
- Stage can accommodate a 45'W x 22'H video wall.
- Secure truck / bus dock with shore power adjacent to stage area.

Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

- A. For each live entertainment/ticketed event, Contractor shall pay District the Per Show Venue Fee and Per Ticket Facility Fee within 48 hours of show settlement. Contractor agrees to compensate District in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Contractor shall reimburse District for any and all costs incurred by District for any and all goods and or services provided at Venue, requested by Contractor, and related to events booked and/or managed by Contractor.
- C. Contractor shall provide District with details of where to submit invoices.

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 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.

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:

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

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, Sub-Contractors 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 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.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

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.

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

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

employee of the District/State have any financial interest in this Agreement that would violate California Government Code Section 1090, et seq. Contractor acknowledges and understands that, if this Agreement is made in violation of Government Code Section 1090, et seq., this entire Agreement is void and the Contractor will not be entitled to any compensation for Contractor's performance of this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the District/State for any sums paid to the Contractor under this Agreement. Contractor understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California. Any violation by the Contractor of the requirements of this provision will constitute a material breach of this Agreement, and the District/State reserves all its rights and remedies at law and in equity concerning any such violations.

19. Recycling Policy

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

EXHIBIT D, ATTACHMENT 1

INSURANCE REQUIREMENTS**I. Evidence of Coverage**

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

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

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

EXHIBIT D, ATTACHMENT 1

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

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

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

EXHIBIT D, ATTACHMENT 1

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

EXHIBIT D, ATTACHMENT 1

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.

FORMS

RFP No. 22-018, Managing Promoter of the Venue

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

PROPOSER/CONTRACTOR STATUS FORM

RFP 22-018, Managing Promoter of the Venue

Proposer/Contractor _____
(full business name)

Address _____ City _____
(principal place of business)

State _____ Zip Code _____ Federal Employer ID # _____

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

_____ Individual _____ Limited Partnership _____ General Partnership _____ Corporation

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

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

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

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

Corporation

Place and date of incorporation _____

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

(Date)

Current officers

President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____ Other Officers: _____

RETURN THIS FORM WITH YOUR PROPOSAL - Page 1 of 2

PROPOSER/CONTRACTOR STATUS FORM (continued)

RFP 22-018, Managing Promoter of the Venue

All must answer:

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

Fictitious Name

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

Small Business Preference

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

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

Your small business ID number: _____

Pending Litigation or Hearings

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

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

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

(Print Name)

(Signature)

(Print Title)

(Date)

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

RETURN THIS FORM WITH YOUR PROPOSAL - Page 2 of 2

Certificate re California Government Code 1090 and Disclosure of Interests

RFP 22-018, Managing Promoter of the Venue

I _____ as a representative of
Print Name

Name of Proposer ("Proposer")

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

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

The Proposer understands, acknowledges, and agrees that:

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

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

RETURN THIS FORM WITH YOUR PROPOSAL – Page 1 of 2
Certificate re CGC 1090 and Disclosure Form

Certificate re California Government Code 1090 and Disclosure of Interests

**RFP 22-018, Managing Promoter of the Venue
“Continued”**

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

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

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

(NAME OF PROPOSER)

(SIGNATURE)

(PRINT NAME)

(TITLE)

(DATE)

**RETURN THIS FORM WITH YOUR PROPOSAL – Page 2 of 2
Certificate re CGC 1090 and Disclosure Form**

FINANCIAL PROPOSAL FORM

Proposer offers to provide Managing Promoter Services for the Venue and all other required equipment/services as described in the statement/scope of work of this RFP. The Winning Proposer shall pay a Per Show Venue fee, calculated as the highest of either the guaranteed fee or percentage of adjusted gross ticket sales (gross ticket sales minus applicable taxes), whichever is greater, in addition to Per Ticket Facility Fee costs for all ten (10) potential contract years. All other costs, including all labor, materials, equipment, fees, and California sales tax if applicable will be the burden of the Proposer. The Per Ticket Facility Fee is to cover the costs related to future maintenance and preservation of Venue and shall be in an amount consistent with industry standards.

To calculate Total Paid to District for each year, add up all amounts in the righthand columns and enter sum in the field titled, "Grand Total Paid to District Year [number]".

*Projected number of shows and adjusted gross ticket sales are not actual predictions, these numbers are to be used for evaluation purposes only.

Year One

<u>VS</u>	Minimum Guaranteed Fee per Live Entertainment Event		Number of Shows Projection*		Total Paid to District
	\$7,500.00	X	60	=	\$450,000.00
<u>AND</u>	% of Adjusted Gross Ticket Sales		Adjusted Gross Ticket Sales Projection*		Total Paid to District
	_____ %	X	\$100,000		\$ _____
	Per Ticket Facility Fee		Number of Tickets Projection*		Total Paid to District
	\$ _____	X	1000		\$ _____

Grand Total Paid to District Year One
\$ _____

Option One (1): Year One (1)

<u>VS</u>	Minimum Guaranteed Fee per Live Entertainment Event		Number of Shows Projection*		Total Paid to District
	\$7,800.00	X	100	=	\$780,000.00
	% of Adjusted Gross Ticket Sales		Adjusted Gross Ticket Sales Projection*		Total Paid to District
	_____ %	X	\$100,000		\$ _____

FINANCIAL PROPOSAL FORM

AND

Per Ticket Facility Fee		Number of Tickets Projection*		Total Paid to District
\$ _____	X	1000		\$ _____

Grand Total Paid to District Option One, Year 1

\$ _____

Option One (1): Year Two (2)

VS

Minimum Guaranteed Fee per Live Entertainment Event		Number of Shows Projection*		Total Paid to District
\$8,112.00	X	200	=	\$1,622,400.00
% of Adjusted Gross Ticket Sales		Adjusted Gross Ticket Sales Projection*		Total Paid to District
_____ %	X	\$100,000		\$ _____
Per Ticket Facility Fee		Number of Tickets Projection*		Total Paid to District
\$ _____	X	1000		\$ _____

AND

Grand Total Paid to District Option One, Year 2

\$ _____

Option One (1): Year Three (3)

VS

Minimum Guaranteed Fee per Live Entertainment Event		Number of Shows Projection*		Total Paid to District
\$8,437.00	X	200	=	\$1,687,400.00
% of Adjusted Gross Ticket Sales		Adjusted Gross Ticket Sales Projection*		Total Paid to District
_____ %	X	\$100,000		\$ _____

FINANCIAL PROPOSAL FORM

AND

Per Ticket Facility Fee		Number of Tickets Projection*		Total Paid to District
\$ _____	X	1000		\$ _____

Grand Total Paid to District Option One, Year 3
\$ _____

Option Two (2): Year One (1)

VS

Minimum Guaranteed Fee per Live Entertainment Event		Number of Shows Projection*		Total Paid to District
\$8,775.00	X	200	=	\$1,755,000.00
% of Adjusted Gross Ticket Sales		Adjusted Gross Ticket Sales Projection*		Total Paid to District
_____ %	X	\$100,000		\$ _____
Per Ticket Facility Fee		Number of Tickets Projection*		Total Paid to District
\$ _____	X	1000		\$ _____

AND

Grand Total Paid to District Option Two, Year 1
\$ _____

Option Two (2): Year Two (2)

VS

Minimum Guaranteed Fee per Live Entertainment Event		Number of Shows Projection*		Total Paid to District
\$9,126.00	X	200	=	\$1,825,200.00
% of Adjusted Gross Ticket Sales		Adjusted Gross Ticket Sales Projection*		Total Paid to District
_____ %	X	\$100,000		\$ _____

FINANCIAL PROPOSAL FORM

AND

Per Ticket Facility Fee		Number of Tickets Projection*		Total Paid to District
\$ _____	X	1000		\$ _____

Grand Total Paid to District Option Two, Year 2
\$ _____

Option Two (2): Year Three (3)

VS

AND

Minimum Guaranteed Fee per Live Entertainment Event		Number of Shows Projection*		Total Paid to District
\$9,491.00	X	200	=	\$1,898,200.00
% of Adjusted Gross Ticket Sales		Adjusted Gross Ticket Sales Projection*		Total Paid to District
_____ %	X	\$100,000		\$ _____
Per Ticket Facility Fee		Number of Tickets Projection*		Total Paid to District
\$ _____	X	1000		\$ _____

Grand Total Paid to District Option Two, Year 3
\$ _____

Option Three (3): Year One (1)

VS

Minimum Guaranteed Fee per Live Entertainment Event		Number of Shows Projection*		Total Paid to District
\$9,871.00	X	200	=	\$1,974,200.00
% of Adjusted Gross Ticket Sales		Adjusted Gross Ticket Sales Projection*		Total Paid to District
_____ %	X	\$100,000		\$ _____

FINANCIAL PROPOSAL FORM

AND

Per Ticket Facility Fee		Number of Tickets Projection*		Total Paid to District
\$ _____	X	1000		\$ _____

**Total Paid to District
Option Three, Year 1**

\$ _____

Option Three (3): Year Two (2)

VS

Minimum Guaranteed Fee per Live Entertainment Event		Number of Shows Projection*		Total Paid to District
\$10,266.00	X	200	=	\$2,053,200.00
% of Adjusted Gross Ticket Sales		Adjusted Gross Ticket Sales Projection*		Total Paid to District
_____ %	X	\$100,000		\$ _____
Per Ticket Facility Fee		Number of Tickets Projection*		Total Paid to District
\$ _____	X	1000		\$ _____

AND

**Total Paid to District
Option Three, Year 2**

\$ _____

Option Three (3): Year Three (3)

VS

Minimum Guaranteed Fee per Live Entertainment Event		Number of Shows Projection*		Total Paid to District
\$10,677.00	X	200	=	\$2,135,400.00
% of Adjusted Gross Ticket Sales		Adjusted Gross Ticket Sales Projection*		Total Paid to District
_____ %	X	\$100,000		\$ _____

FINANCIAL PROPOSAL FORM

AND

Per Ticket Facility Fee		Number of Tickets Projection*		Total Paid to District
\$ _____	X	1000		\$ _____

Total Paid to District Option Three, Year 3
\$ _____

Years One – Ten

Grand Total of Proposal for Years One – Ten
\$ _____

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

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

_____ - _____ - _____

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

_____ - _____ - _____

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

Section 4 – Payee Residency Status (See instructions)

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

Section 5 – Certification

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

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

Please return completed form to:

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

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

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

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

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

Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

CCC 04/2017

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

BIDDER DECLARATION

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

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

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

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

SUBCONTRACTOR'S DECLARATION (Form)

(This form must be completed by every subcontractor)

I, _____, declare as follows:

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

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

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

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

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

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

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

Legal Name of Owner _____

Address: _____

Phone Number: _____

Signed by: _____
Name Title

Signature: _____

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

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

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

CERTIFICATION

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

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

PROPOSERS REFERENCES FORM

22nd DAA may, at its option, use information gained by conducting reference checks with references provided or from the individuals who have had contracts with the proposer. The proposer shall be given the opportunity to respond to unfavorable information which has been acquired from references other than those provided by the proposer.

Each form must be signed by the Proposer confirming that the information provided is true and accurate.

REFERENCE #1:	
Company Name:	
Contact Name:	Phone:
Address:	
Email Address:	
Services Provided:	
Notable Outcomes:	
REFERENCE #2:	
Company Name:	
Contact Name:	Phone:
Address:	
Email Address:	
Services Provided:	
Notable Outcomes:	
REFERENCE #3:	
Company Name:	
Contact Name:	Phone:
Address:	
Email Address:	
Services Provided:	
Notable Outcomes:	

By signing this form, "Proposers References Form," I am affirming that all of the information provided is true and accurate.

Signature

Title

Date

RETURN THIS FORM WITH YOUR PROPOSAL

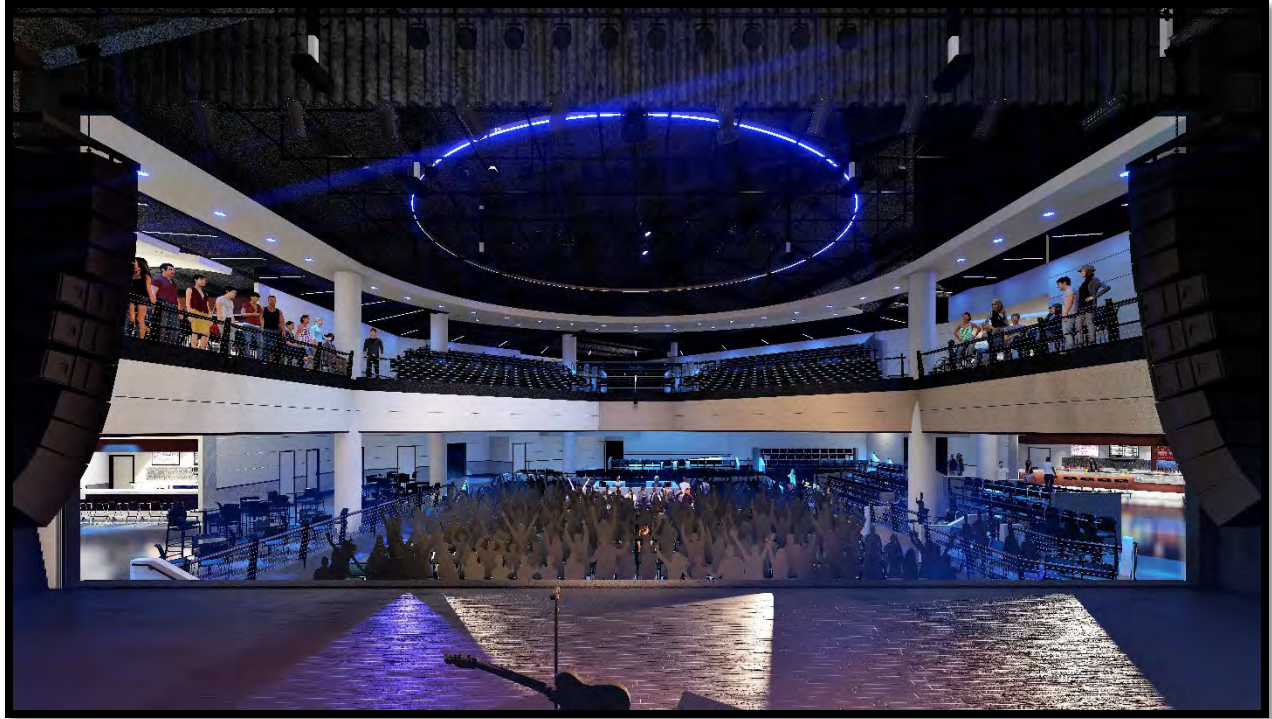
REFERENCE MATERIALS

RFP No. 22-018, Managing Promoter of the Venue

A – Venue Photos and Renderings

RFP No. 22-018 Reference Material A
VENUE RENDERINGS AND PHOTOS

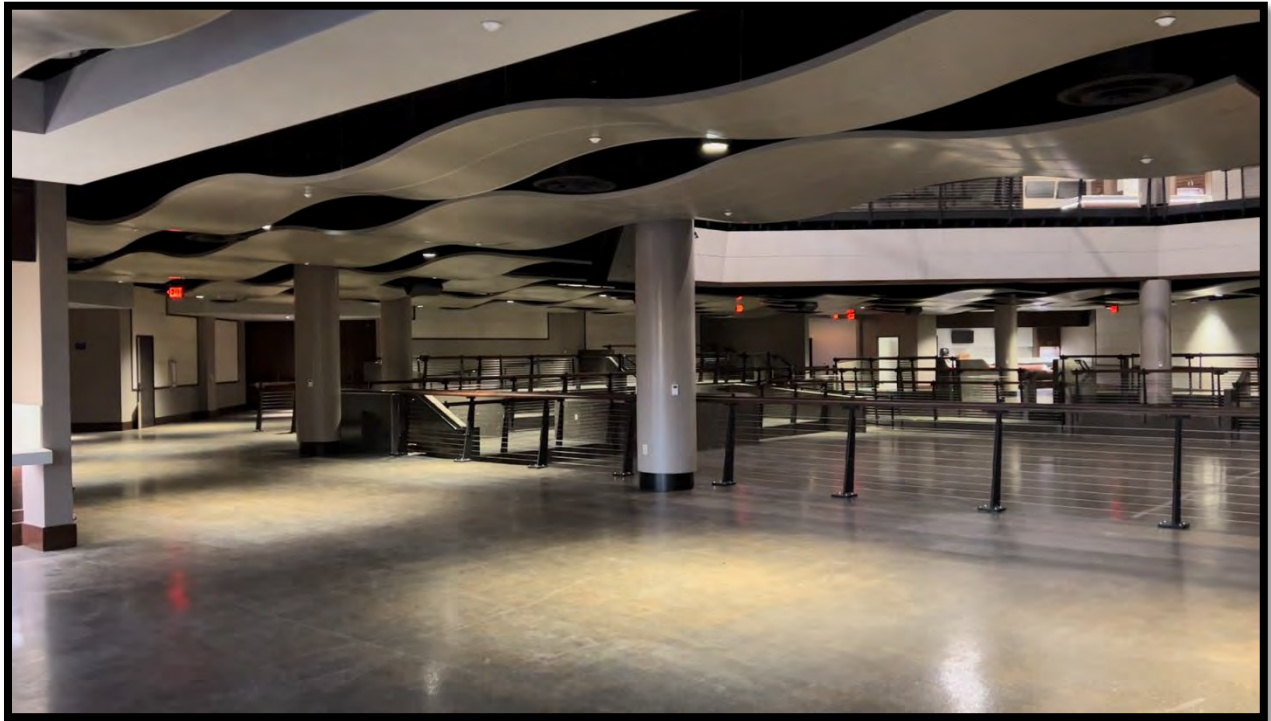
Artist Rendering – View from Stage



Artist Rendering – Ground Floor View from East Side



Venue Photo – Ground Floor View East to West



Venue Photo – Stage View from East



Venue Photo – View from (Left or Right) Front of Stage

