



State of California
California Exposition & State Fair
REQUEST FOR PROPOSAL

TICKETING SERVICES
RFP # 23-1204

October 6, 2023

You are invited to review and respond to this Request for Proposal (RFP) entitled **Ticketing Services, RFP # 23-1204.**

Note that all agreements entered into with the State of California will include by reference [General Terms and Conditions and Contractor Certification Clauses](#).

In the opinion of the California Exposition and State Fair (Cal Expo), this RFP is complete and without need of explanation. However, if you have questions or should you need any clarifying information, please submit your questions to the email shown below. Answers to all questions will be compiled and posted.

Contracts/Procurement Manager
California Exposition & State Fair
Contracts@calexpo.com

The deadline for submitting proposals is Wednesday, October 25, 2023 by 4:00 PM.

Please note that no *verbal* information given will be binding upon Cal Expo unless such information is issued in writing as an official addendum.

Thank you for your interest in the California Exposition & State Fair.

Contracts & Procurement Manager
California Exposition & State Fair

A. Background and General Information

California Exposition & State Fair (“Cal Expo” or “State Fair”) is an independent, self-sufficient state government entity comprised of multi-use property used throughout the year for public and private, educational, and community events.

As a multi-faceted indoor-outdoor facility, Cal Expo hosts more than 100 events each year and is home to the Sacramento Republic FC, USL Pro Soccer; California Dreamin’, Sacramento Water Park; Horseracing and the Miller Lite Racetrack Grandstand; a 3.5 acre working farm; Sacramento’s 9/11 Memorial Plaza; Rock and Brews; and the award-winning annual California State Fair.

Located in the center of a growing Sacramento region, our beautifully landscaped 350-acre facility offers over 20 distinct and diverse venues. We have more than 15,000 lighted parking spaces, an extensive menu of services and rental equipment to assist events, exclusive catering all designed to complement any event, and seasoned staff that take pride in exceeding the expectations of our event promoters.

We offer uniquely accommodating indoor-outdoor facilities for any kind of event you can imagine, whether you’re hosting an intimate gathering, major consumer show, large banquet, concert, or festival. With experience in hosting more than two million event attendees each year, our team of event professionals are dedicated to making events successful.

Originally established in 1854, the California Exposition & State Fair is dedicated as a place to celebrate the best the state has to offer in agriculture, technology, and the diversity of its people, traditions, and trends that shape the Golden State.

Below are examples of current events held at Cal Expo:

- California State Fair
- Sacramento County Fair
- International Sportsmen’s Expo
- Home and Landscape Show
- Autorama
- Foodieland
- Home and Garden Show
- Reptile Show
- Sacramento International Auto Show
- Sacramento Boat and RV Show
- Harvest Festival
- Country in the Park
- Hmong New Year
- Jurassic Quest Dinosaur Show
- Imaginarium

Below are examples of reserved seating events held at Cal Expo:

- California State Fair Concert Series (17 shows)
- California State Fair Horse Racing
- Concerts (potential)

B. Overview and Objectives of Services Required

The objective of this RFP is to retain a professional, computerized ticketing company to implement and maintain reliable ticket selling services to include gate access control, online ticketing, event marketing, accurate and reliable reporting, and event support.

Cal Expo admission cashiers will be provided with a point-of-sale (POS) system that takes no more than three clicks/taps to process a purchase. POS will then print hard stock tickets as well as two receipts. POS can accept credit via swipe, EMV, and NFC.

Separate from the admission POS, Cal Expo staff will have access to handheld scanner devices for validation that wirelessly connects to the validation server.

Cal Expo parking cashiers will be provided with a combined portable POS and redemption system that can sell and validate presold parking quickly and intuitively. POS will print two copies of receipts and accept credit via swipe, EMV, and NFC.

1. The system must allow Cal Expo to sell tickets to guests via the internet, at widespread multiple gate locations on the grounds, and remotely via compatible devices onsite or offsite. Online ticket sales must have a responsive function on mobile devices with the ability to email a ticket and purchase receipt, preferably with no password or login requirements in order to purchase a ticket.
2. The system must provide the ability to set up multiple types of user permissions that would allow one employee to access specific modules and certain data within those modules, while another employee could have read-only access to detailed data, with a group of administrators having full access, etc.
3. The system must have the ability to manage and track business activities effectively with the inherent ability to control and track all monies from ticket sales revenue.
4. The system must have the ability to handle extremely heavy drive-up and walk-up traffic.
5. The system must offer a contactless payment option.
6. The system should be easy to use with logical commands and minimal keystrokes.
7. All tickets must have the ability to include barcodes and/or QR codes.
8. The system must offer the ability to provide digital and physical receipts to guests.

9. The system must allow Cal Expo the ability to assign all service charges and/or fees, as necessary.
10. The system shall provide various financial, technical, and administrative reports via a single web portal.
11. The system will have the ability to provide print at home and mobile tickets at no cost to the venue or ticket buyer.
12. The system shall have the capability to allow management or their designee to edit or set ticket text when necessary. This should allow management to set layout of text on tickets.
13. The system must provide the ability to build, price, and manage all events from one centralized location.
14. Cal Expo must have the ability to create and edit Cal Expo events. All event creation and editing functions must operate simultaneously, resulting in instantaneous updated information.
15. The system must have the ability to create and alter facility seating charts and accommodate changes to seating, seating configurations, scaling, etc., at a facility before and after sales have occurred.
16. The system may give the customer the ability to purchase tickets from multiple events in the same shopping cart.
17. The system must have the ability to generate barcode/QR code to be used by hard ticket printing companies. The system shall have the ability to recognize personnel badges within the ticketing system in order to monitor and control access to the Fairgrounds.
18. The system must have the ability to message ticket buyers by event and seating sections.
19. The system must include wireless and encrypted entry scanners capable of reading barcodes/QR codes from physical tickets, print-at-home tickets, and portable devices. All scanners must be able to read all barcodes and QR codes produced by the system.
20. Upon scanning barcoded or QR coded ticket, system must have the capability to check the validity of the ticket and void ticket to prevent future use.
21. Proposer shall provide the best possible customer service, offering the “best seat available in the house” for reserved seating events to all ticket buyers. The system must have the ability to search and purchase tickets by individual seat, best available seating, section, or price. The system must also have the ability to sell both general admission and reserve seats from the same seating chart.
22. The system must allow for the sales of reserved seat tickets as well as general admission tickets.
23. The system must have the capability to allow Cal Expo staff to adjust pricing structures remotely.
24. The system must allow the ability to enable or disable entire events, as well as individual ticket types within an event, even after the start of public sales.

25. The system must provide the venue with the ability to assign additional internal service charges and/or fees (or inclusive to ticket price). Reporting must exist which allows for the clear financial summary of these additional charges.
26. The system must provide the ability to immediately reclassify any ticket from one category to another. The system must also automatically perform the proper accounting needed to adjust for such a classification change.
27. The system must provide eligible operators the ability to view seat, row, and section display to provide customers with the best seating options. The displays must include section name, rows, and seat numbers. Available seats must be clearly distinguishable from unavailable seats.
28. The system must have the ability to place seats in specific holds such that they are not available to the public. The system must also be able to restrict from the public while being available to others with unique access passcodes.
29. The system must have the ability to change seat locations from one category to another.
30. The system must be Americans with Disabilities of 1990 (ADA) compliant.
31. The system must be able to show to internal and external ticket sellers those seats which are non-contiguous and/or those seats which might be flagged as "limited view."
32. The system must provide Cal Expo staff with the ability to build, price, and scale events.
33. The system must allow for Cal Expo staff to create discounts based on codes.
34. The system must provide credit card authorization instantly and in real-time or be integrated with sales platform under the same conditions.
35. The system must allow for transaction reversals and credit card refunds.
36. The system must have the ability to issue complimentary tickets and have the audit report reflect no associated dollar amount.
37. Consignment tickets must be called out on event report as "Potential Sales Only."
38. The system must be able to provide the ability to upsell additional products.
39. The system must be able to use both thermal and CIM (plastic card) printers.
40. The system must have the ability to do multi ticket packages as well as "Buy One Get One Free" offers.

C. Scope of Services

1. Access Control

The system must provide a full functioning access control system, including but not limited to:

- a. Monitoring the incoming flow of ticket sales and scan information instantly in order to accurately monitor online and walk up through the entry gates.
- b. Providing barcodes that can be utilized for multi-day events and void only that day's entry to leave the unused dates available for another time or day.

- c. Scanning devices' ability to provide information regarding scanned ticket type as well as a reason for any rejected barcode and verify the number of times the barcode has been scanned during a given period.
- d. The system must instantly allow for redemption of barcodes and/or QR code sold at POS stations.

2. **Accounting**

The Accounting Department currently uses a general ledger software called ActivityHD by nQativ. Additional points will be given to Proposer(s) who can integrate with the following criteria:

- a. All reports must be date and time-coded in a real-time environment.
- b. The system must have the ability to manage and track business activities effectively with the inherent ability to control and track all monies, or non-ticket revenue, such as complimentary tickets.
- c. Cal Expo must be able to easily retrieve accurate online, minute-by-minute information on all ticket sales at various levels of detail for promoters, management, and planning purposes.
- d. The system must be able to record the sale of ticket(s) as cash or other transaction methods of payment, including but not limited to Visa, Master Card, American Express, Discover, Apple Pay, Samsung Pay, or Google Wallet.
- e. All transactions must be captured and recorded giving Cal Expo instantaneous access to this information.
- f. With several unique ticket sales locations, the system must provide location-specific information by operator, including number of tickets sold and the corresponding dollar value.
- g. The system must provide daily sales figures for all sellers, separating cash sales and all other payment methods used.
- h. The system must provide an online balancing-out program for sellers that includes an assignable cash drawer with a numerical designation for cash deposits and change funds that balances their actual payment types to what is listed on the computer. This program should also provide ticket seller "over" and "short" information that can be printed on a hard copy printer. Additionally, all individual balance sheets should "feed" into a combined document listing the total of all sellers, including overages and shortages.
- i. The system must be able to link reports for multiple days resulting in combined tickets sold and dollar totals for all corresponding event days.
- j. Cal Expo must maintain the right to use its own credit card processing company or implement daily to weekly payouts from the system.
- k. The system must have the ability to set up multiple merchant accounts with all revenues directed to the appropriate Cal Expo bank account.
- l. The system must be both SASE 16 and PCI compliant and certified, as well as maintaining compliance.

- m. The system must be able to provide a detailed Event Audit report, both in print and graphical form, which can be displayed and printed for each event. This report must record the number of tickets sold in each price category and the corresponding dollar value. This report must provide a real-time record, post-sales as they occur, and immediate event status reports.
- n. The system shall issue, recognize, and track discount coupons that Cal Expo may offer through their reporting systems.
- o. The system must have secure fraud prevention mechanisms in place to prevent or minimize fraudulent transactions.

3. Box Office Support

The Proposer must provide Box Office support and training at no additional cost to Cal Expo including a client services team available in real time to resolve ticketing related issues.

- a. Cal Expo must be provided with the most recent edition of the System's User Guide and addendum as system upgrades are implemented.
- b. Proposer will provide initial and on-going training of Cal Expo personnel at no cost to Cal Expo.
- c. Upon request, the Proposer must provide employees as support for large ticketed events.

4. Equipment

The system must provide a secure server infrastructure with redundancies to ensure every effort to have uninterrupted sales and ticketing services.

- a. Documentation must be provided on all system backup equipment and procedures, including software, hardware, and telecommunication lines. Additional information must be provided on the procedures for initiating this backup in the event of a catastrophic event.
- b. All equipment shall run wirelessly or via a reliable cellular network. A minimum of two (2) options for cellular communication providers is recommended prior to operation.
- c. The system must have a robust system back-up with security measures and encryption designed to protect and secure the system's integrity, Cal Expo and customer's data, and to ensure the customer and Cal Expo's privacy and security from all outside and internal unauthorized access. The sales data captured in this system will belong solely to Cal Expo. All access to this data must only be accessible to Cal Expo authorized staff.
- d. Proposer shall provide qualified staff to assist, consult, install, train, and oversee the system implementation.

- e. Proposer shall provide an onsite support member during the launch of the new software to help and monitor any issues that may come up.
- f. Proposer shall provide ongoing product support for both technical and customer service and new product request considerations.
- g. Proposer shall identify the life expectancy of each piece of equipment, hardware, software, and other elements and when each item/component would be replaced under normal usage.
- h. Proposer shall provide a disaster recovery plan. The plan shall provide the step-by-step procedures for disaster recovery for each point of failure. These procedures should be comprehensive.
- i. System updates shall consist of all actions necessary to incorporate hardware and software updates in the Point-of-Sale & Online Ticketing System to ensure performance to original specifications. Maintaining the system to keep it up to date shall be included in the expense of the system. Proposer shall provide error correction, updates, and third-party software only after obtaining the written approval of Cal Expo. The Proposer shall also make new releases of third-party software available to Cal Expo at Cal Expo's option and expense. Vendor-supplied documentation of updates to reflect these software changes shall be submitted within seven (7) calendar days of completion of said software updates.
- j. The Proposer shall provide system update services regularly, ensuring that the system software or application, including all third-party software, shall be the manufacturer's "current" version.
- k. Every scanner must have the ability to read every form of barcode generated by the ticketing system regardless of the form of presentation. That is, each scanning unit must be fully capable of reading barcodes from tickets, print-at-home tickets, mobile devices, etc. All scanners must tie to proposer's system to provide real time event-based and operator-based reports.

Requirements, if hardware is supplied:

- a. Complete installation, configuration, and testing of all aspects of the system including wireless connectivity if the system is operating on a wireless system.
- b. The Proposer shall configure scanners and POS system.
- c. The Proposer shall provide and install all needed system software and applications, anti-virus, anti-malware, security updates, system updates, and patches. Proposer shall train Cal Expo staff on its use.
- d. Proposer shall provide training on hardware and setup at no additional cost to Cal Expo.
- e. Cal Expo's hardware requirements are as follows: Twenty-eight (28) Point of Sale (POS) systems which should include a POS device, credit card readers (swipe, EMV, and NFC), and thermal ticket printer (BOCA or equivalent). An additional twenty-two (22) POS systems, and their associated printers, and credit card readers are required beginning one week prior to the annual State Fair and continuing throughout the duration of the State Fair.

- f. Additionally, Cal Expo requires: Twenty (20) admission barcode scanners. An additional forty (40) admission barcode scanners are required beginning one week prior to the annual State Fair and continuing until the end of the State Fair.
- g. As well, Cal Expo requires: Eighteen (18) wireless POS tablets or handheld devices capable of scanning and selling parking.
- h. Eighteen (18) small wireless printers to function with the eighteen (18) wireless POS tablets or handheld devices.
- i. Proposer must provide maintenance and repair of the system, including routine preventative maintenance, at no cost to Cal Expo.
- j. Cal Expo reserves the right to request additional equipment as needed.

5. Exclusivity

Proposer agrees that outside promoters that bring events to Cal Expo may sell tickets through the ticket service provider of their choice upon approval by Cal Expo.

6. Marketing & Promotions

Proposer will provide marketing support to advance Cal Expo events. This support will be at no cost to Cal Expo. Proposer will assist, through effective client support, to maximize Cal Expo's exposure to potential and existing ticket buyers, through every means available within its system, including the timely communication of newly developed marketing tools and/or initiatives.

- a. The system must allow operator permissions for Marketing Department staff that can access analytic data:
 - Age demographics
 - Geolocation data
 - Conversion metrics
- b. The system must be compatible to integrate Google Analytics, Facebook Pixel, and Aloompa or provide relevant API access and technical support.
- c. Proposer must provide an exportable report to gather, store, and cleanse customer data.
- d. Proposer should allow Cal Expo customers the ability to opt in to email and social media notifications.
- e. Cal Expo reserved all sponsorship rights to tickets sold on Cal Expo property as well as other sponsorship opportunities such as ticket envelopes and the ticket face/back.
- f. Cal Expo reserved the sponsorship rights to print-at-home tickets generated by Cal Expo or the Proposer.

7. Miscellaneous (please address the following items)

- a. Do you allow venues to participate in your product design?

- b. Can Cal Expo make system enhancement requests?
 - c. What are your support options (phone center, live chat, service representative, etc.)?
 - d. If Cal Expo requires additional services, will your development team be able to provide and, if so, will there be additional fees?
8. Term: The term of this agreement is January 1, 2024, through December 31, 2026. This agreement may be extended for two (2) additional one-year terms at the sole discretion of Cal Expo. Extensions may involve renegotiation of certain areas.
9. Final Approval: Contracts or amendments of \$100,000 or more are not considered fully executed until approval from the California Exposition & State Fair's Board of Directors is obtained.
10. Payment Provision: Contractor will be paid not more frequently than monthly, in arrears, after satisfactory completion of services and approval of invoices submitted to Cal Expo.
11. Non-Exclusive Agreement: It is understood by the parties that this RFP does not grant Contractor the exclusive right to sell or service computerized ticketing services for Cal Expo. Cal Expo expressly reserves the right to retain other independent contractors or to pursue other potential options, including retaining other contractors, to meet its desired objective.
12. Unanticipated Tasks, Time or Deliverables

In the event unanticipated deliverables, additional time or additional work must be performed that is not identified in this RFP, but in Cal Expo's opinion is necessary to accomplish the statement of work or technical specifications, Cal Expo may 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.

D. Minimum Qualifications for Proposers

The Proposer must demonstrate that it meets all of the following minimum qualifications to be considered responsive to this RFP. Failure to satisfy all of the minimum qualifications will be cause for rejection of the respondent's proposal.

- 1. Proposer must have a minimum of five (5) years in business performing computerized ticketing services.
- 2. Proposer must have provided relevant ticketing services for a single or multiple multi-day event(s) with a duration of up to 17 consecutive days, with 50+ concurrent ticketed performances, without interruption or delay of services.

3. Proposer must have conducted ticketing services for a minimum of three (3) or more state or county fairs or equivalent venue (festivals, etc.).
4. Proposer must provide proven and demonstrated ticketing services for two (2) venues with a reserved seat capacity of 5,000 persons or greater.

E. Proposal Requirements and Information

1. Key Action Dates

<u>Event</u>	<u>Date</u>
RFP Released	Friday, October 6, 2023
Questions Submitted	Friday, October 13, 2023; 5:00 PM
Answers Provided	Wednesday, October 18, 2023
Proposals Due	Wednesday, October 25, 2023, 4:00 PM
Finalists Notification	Friday, October 27, 2023
Oral Interviews (if necessary)	Tuesday, October 31, 2023
Notice of Intent to Award (tentative)	Friday, November 3, 2023

2. Required Proposal Content

- a) Include in your proposal, the following in addition to all other requirements where applicable in the RFP:

- (1) Completed, dated and signed Attachment 1
- (2) Completed, dated and signed Attachment 2
- (3) Completed, dated and signed Attachment 3

Provide the pricing/financial proposal bid form(s) in the exact format that is contained in Attachment 3, Cost/Financial Proposal.

- b) Provide three (3) references of computerized ticketing services at other Fairs and/or festivals as requested on Attachment 2. One of the three references must be an event of up to 600,000 attendees. This information is mandatory; however, it may be provided in a different format.
- c) Provide a written strategy for the training of the following Cal Expo staff:
- Management staff
 - IT Staff
 - End user/ticket seller

- Day of event staff
 - Accounting/Reporting
- d) Provide documentation on all system redundancy, equipment and procedures, including software, hardware, and communications. Include procedures for initiating system back up in the event of system failure, and describe the secure hosted environment you will utilize, if needed.
- e) Identify the individual on the Proposer's account team who will manage the agreement work. Document overall experience in computerized ticketing services, including those events and/or venues similar to that of the Cal Expo and the California State Fair.
- f) Identify each member of the account team and key personnel who will manage/conduct the work. Identify the role each team member will serve, their title, where the individual is headquartered, and the percentage of the company's total effort that will be provided by the individual (Key personnel are defined as those people who will exercise a major management and administrative role on behalf of the Proposer).
- g) Provide certification that there is no conflict of interest between any existing contracts or client relationships that would inhibit the ability of the Proposer to fully and vigorously represent Cal Expo. Client relationships that could potentially be a conflict of interest must be listed together with a discussion of how the proposer will resolve the potential conflict of interest.
- h) Additional Information: Along with the mandatory requirements, the Proposer may also include any other relevant information or pertinent exhibits.

3. Submission of Proposal

- a) Proposals should provide straightforward and concise descriptions of the Proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. **Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.**
- b) Proposals shall be evaluated for responsiveness to Cal Expo's needs as described in this RFP.

- c) All proposals must be submitted via email to the email address below by dates and times shown in Section E, Proposal Requirements and Information, Item 1.

contracts@calexpo.com

Contract/Procurement Manager
California Exposition & State Fair
RFP # CSF-23-1204
TICKETING SERVICES

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

- d) All proposals shall include Attachments 1, 2 and 3 (included in this RFP) and the documents identified in paragraph E.2, Required Proposal Content. Proposals not including the proper “required attachments” shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- e) Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- f) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. Cal Expo may reject any or all proposals and may waive an immaterial deviation in a proposal. Cal Expo’s waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to Cal Expo.
- h) An individual who is authorized to bind the proposing firm contractually shall sign Attachment 1, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal will be rejected.
- i) A Proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- j) A Proposer may withdraw its proposal by submitting a written withdrawal request to Cal Expo, signed by the Proposer or an authorized agent in accordance with paragraph g) above. A Proposer may thereafter submit a

new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

- k) Cal Expo may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- l) Cal Expo reserves the right to reject all proposals. Cal Expo is not required to award an agreement.
- m) Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the content and format of the RFP requirements.
- n) Where applicable, Proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered.
- p) Cal Expo does not accept alternate contract language from a prospective Contractor. A proposal with such language will be considered a counter proposal and will be rejected. The contract General Terms and Conditions are not negotiable.
- q) No oral understanding or agreement shall be binding on either party.
- r) Upon proposal opening, all documents submitted in response to this RFP will become the property of Cal Expo and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public.

4. Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer may be rejected.
- c) Cal Expo may, at its option, use information gained by conducting reference checks with references provided by Proposer or from the individuals who have had contracts with the proposer. The Proposer will be given the

opportunity to respond to unfavorable information which has been acquired from references other than those provided by the Proposer.

- d) Cal Expo will evaluate each proposal that meets the format requirements of this RFP, and assign points for the proposal.
- e) Award, if made, will be to the highest scored responsible proposal. Cal Expo is not required to make an award for this RFP unless at least one Proposer meets its budgetary criteria.
- f) Written Proposal Evaluation

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below:

Written Proposal Rating/Scoring Criteria	Maximum Possible Points
EXPERIENCE, QUALIFICATIONS, ABILITY TO PERFORM	20
HARDWARE, TECHNOLOGY, SECURITY, REDUNDANCY, AND TECHNICAL SUPPORT	10
TICKETING SYSTEM (box office, access control, inventory control, all sales channels, misc.)	20
MARKETING SUPPORT	10
ACCOUNTING AND REPORTING Additional points will be given for integration with Accounting Software, ActivityHD by nQativ.	15 5
FINANCIAL PROPOSAL	30
TOTAL	110

- g) The Evaluation Committee may, if they deem necessary, select certain Proposers for oral interviews. Interviews apply only to the top finalist(s), as determined by the Evaluation Committee. This oral interview will allow finalists to articulate their capability to meet or exceed the requirements of this RFP.

The Evaluation Committee reserves the option of conducting the interview via teleconference or at another designated site.

The Evaluation Committee reserves the right to designate one or more members of the Evaluation Committee to perform the oral interviews, if needed, so that scoring of oral interviews may be done by fewer than the entire Committee.

If interviews are not required, the maximum number of points is 110. If interviews are deemed necessary, the maximum number of points is 140.

If a finalist cannot meet on the designated interview date, the Evaluation Committee reserves the right to disqualify the finalist as non-responsive.

The following criteria will be used for scoring the oral interview **if required**.

Oral Interview Rating/Scoring Criteria	Maximum Possible Points
Proposer's relevant experience	10
Quality and completeness of answers	10
System integration with current system	10
TOTAL	30

5. Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the office of Cal Expo, 1600 Exposition Boulevard, Sacramento, CA for five (5) working days prior to awarding the agreement.
- b) If any Proposer, prior to the award of agreement, files a protest with Cal Expo and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, email: OLSProtests@dgs.ca.gov, on the grounds that the (protesting) Proposer would have been awarded the contract had Cal Expo correctly applied the evaluation standard in the RFP, or if Cal Expo followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that any protest be submitted by certified or registered mail.

- c) After filing a protest, the protestant has five (5) calendar days to file a detailed written statement of the protest grounds if the original protest did not contain complete grounds for the protest.
- d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204) to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code sections 18662 and 26131. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to Cal Expo page one (1) of the Contractor Certification Clauses (CCC 04/2017). ”

6. Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of Cal Expo and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer’s expense, unless such expense is waived by Cal Expo.

7. Agreement Execution and Performance

- a) Performance shall start not later than the express date set by Cal Expo and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, Cal Expo, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to Cal Expo for the difference between Contractor’s proposal price and the actual cost of performing work by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

F. Preference Programs

- 1. Small Business Preference: Section 14835, et seq. of the California Government Code requires that a five percent preference be given to proposers who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file

with the State Office of Small and Minority Business by 5:00 p.m. on the date bids are opened, and be verified by such office. Questions regarding the preference approval should be directed to that office at (916) 375-4940.

ATTACHMENT 1

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet
 May Be Cause For Rejection**

1. Company Name	2. Telephone ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No.	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business	b. Disabled Veteran Business Enterprise	
Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number:	If yes, enter your service code below:	
_____	_____	
NOTE: A copy of your Certification is required to be included if either of the above items Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Bid/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 2

PROPOSER REFERENCES

List below three references for computerized ticketing services performed, within the last five (5) years, which are similar to the scope of work to be performed in this agreement. **One (1) reference must be an event of up to 600,000 attendees.** This information may be provided in a different format.

REFERENCE 1			
Name of Company			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			
REFERENCE 2			
Name of Company			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			
REFERENCE 3			
Name of Company			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 3 (page 1 of 5)

COST/FINANCIAL PROPOSAL

Company Name _____

Signature _____

Proposers MUST include the following 5 pages with original signature as part of their proposal.

Years 1 - 3 (2024, 2025, 2026)

Ticketing System Expenses & Revenue

SCORING

The scoring for the financial portion of this proposal is valued at 30 points. The scoring will be based on the aggregate totals from the sections listed in the form on the following pages (as outlined below). The sum for each section will be added together to provide annual cost for the vendors services and the hardware supplied **(A+B+C+D totaled)**. **This total will be multiplied by three (3) to obtain a three-year total for ongoing costs. The three-year total will then be added to the one-time costs identified in Section D to obtain the grand total cost.**

SECTION A: Internal Per Ticket Fees / Costs

SECTION B: Expenses

SECTION C: Credit Card Fees

SECTION D: One time Implementation Expenses

Each proposer's financial proposal is evaluated and scored by the Evaluation Committee who utilizes the score sheet included on Page 15 of this RFP. Small Business preference will be given where applicable. The lowest potential cost is awarded the maximum points, thirty (30).

The remainder of this page is intentionally left blank.

ATTACHMENT 3 (page 2 of 5)

SECTION A: Per Ticket Fees / Costs: Years 1-3

STEP 1

As part of this bid, we...(place "X" in one of the boxes)

WILL charge an internal fee to Cal Expo for ALL tickets sold regardless of sales channel.

Continue to Step 2.

Or

WILL charge an internal fee to Cal Expo for each ticket sold based on sales channel.

Continue to Step 2.

Or

WILL NOT charge an internal fee to Cal Expo for each ticket sold based on sales channel.

Go to Section B.

STEP 2

Directions: The Per Ticket Costs quoted in the form below should represent what **the Proposer (the ticketing platform vendor) wants to retain or collect** from Cal Expo for each ticket sold. Cal Expo may or may not charge the consumer a per ticket fee and may use their discretion to determine the most appropriate amount of those fees, should they decide to charge them. To be clear, the existence of consumer-facing ticket fees and the dollar amount of those fees will be at Cal Expo's discretion, not the respondents. Should Cal Expo decide to apply consumer-facing per ticket fees they will not exceed 20% of the face value of the ticket. This section is referring to the cost or fees the ticketing platform vendor will retain or collect for each ticket that Cal Expo sells.

Fill out the appropriate chart below to indicate the internal per ticket fee, or cost to Cal Expo for each ticket sold.

- Complete **Chart A** to indicate a fee or cost that will be applied to ALL tickets **OR**
- Complete **Chart B** to indicate fees or costs based on sales channel

ATTACHMENT 3 (page 3 of 5)

CHART A

Leave any field that does not apply or would have a \$0.00 fee, cost or credit, blank or simply enter \$0.00.

Ticket Type	Ticket Fee (Flat fee, per ticket fee, OR percentage)	Estimated # of Tix**
All Tickets*	\$	1.135 million

** Includes Complimentary Tickets and internal paid requests.

Calculations: Cal Expo will use the Per Ticket Fee X (times) the estimated number of applicable tickets for calculation purposes.

CHART B

Leave any field that does not apply or would have a \$0.00 fee, cost or credit, blank or simply enter \$0.00.

Point of Sale (POS) General Admission (GA) Tickets: (825,000)

Includes California State Fair (CSF) Gates, Box Office, Interim Events, CSF Credentials, Interim Parking Credentials, and Daily Parking Tickets (**currently not on system**), and complimentary tickets.

GA Tickets Online (290,000)

Includes California State Fair, Interim Events

Reserved Seats Online (20,000)

Includes CSF Concert Series

	General Admission		Reserved Seats	
	Vendor Fee	Est. # of Tix	Vendor Fee	Est. # of Tix
POS/Onsite		825,000		5,000
Online		290,000		15,000
Total Estimated # of Tickets		1.115 million		20,000

Ticket Sales include individual event tickets and other miscellaneous items such as parking/credential, and other add-ons, etc.

Note: # of tickets are estimates only. They will be used for calculation purposes during scoring and financial comparisons. Calculations: Cal Expo will use the Per Ticket Fee X (times) the estimated number of applicable tickets listed for calculation purposes.

ATTACHMENT 3 (page 4 of 5)

SECTION B: Expenses: Years 1-3

STEP 1

Directions: Fill out the chart below indicating the cost (expense) to Cal Expo for the annual software license fee.

CHART: EXPENSES

Leave any field that does not apply or would have a \$0.00 fee, cost or credit, blank or simply enter \$0.00.

	<i>Expense to Cal Expo</i>
Software License Fee	

Calculations: During scoring, Cal Expo will total all expenses within this section to calculate this portion of the overall cost of the system.

STEP 2

Directions: List any other expenses that Cal Expo might incur, at their option, for items you may have available that go beyond the scope of requirements listed in the SOW. Example of these options might be enhanced analytics, or third party associated enhancement that your organization distributes. These options would only be invoked at Cal Expo's discretion. Any of these options listed WILL NOT be considered in the financial scoring calculations.

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ATTACHMENT 3 (page 5 of 5)

SECTION C: Credit Card Fees: Years 1-3

Directions: Fill in the chart below by providing the applicable blended credit card rate that you will charge Cal Expo for credit card transactions processed through your system.

Please note:

- The proposer will retain these.
- The State Fair reserves the right to use an independent credit card processing service.
- The ticketing system must have interface capabilities with third party credit card processors should Cal Expo choose to process cards and treasure the funds.
- If the State Fair decides to use the proposer’s credit card processing service, describe the fee structure:

	Percentage	Estimated CC \$ Processed Annually
Blended Credit Card Rate (%)		\$7.6 Million

Calculations: Cal Expo will use the proposed Blended Credit Card Rate X (times) the Estimated Money (\$) Processed Annually (listed in the chart above) for calculation purpose.

SECTION D: One-Time Implementation Expenses (Year 2024)

	Expense to Cal Expo
Set-up Installation / Implementation	

End of Cost/Financial Proposal

Sample Standard Agreement

General Contract Provisions

General Terms and Conditions (GTC 04/2017)

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

8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS**: Time is of the essence in this Agreement.
13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the proposer offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees

to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
 - a. If for this Contract, Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract, Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. **LOSS LEADER:** If this Contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

1. **GENERAL LIABILITY INSURANCE:** At all times Contractor shall maintain at its own cost and expense commercial general liability insurance coverage with minimum limits of at least \$1,000,000 per occurrence combined single limit for bodily injury and property damage and cover damages for bodily injury, property damage, personal injury liability, and products and completed operations liability. The general liability insurance coverage shall include the following provisions:
 - a. State of California, California Exposition & State Fair, its agents, officers, directors and employees are made additional insured but only insofar as the operations under this agreement are concerned.

- b. Cal Expo shall not be responsible for the payment of any premiums or assessments on the policy.
 - c. Contractor shall submit insurance certificates to Cal Expo for approval by appropriate agencies prior to the commencement of operation on the premises. At least thirty (30) days prior to the expiration of any policy, a new insurance certificate with renewal information shall be filed with Cal Expo. Contractor shall furnish Cal Expo a certified copy of the policy within ten (10) days upon request.
 - d. Certificate of Insurance and/or policy must cover for the term of the agreement including the period described as set-up and clean-up period, if any.
 - e. Contractor agrees that the liability insurance herein provided shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, Contractor agrees to provide the California Exposition & State Fair, PO Box 15649, Sacramento, CA 95852, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one year or the remainder of the term of this agreement. New Certificates of Insurance are subject to the approval of the California Exposition & State Fair and Contractor agrees that no activity by Contractor contemplated by this agreement be performed after the insurance expires and prior to the giving of such approval. In the event Contractor fails to keep in effect at all times during the term of this agreement the insurance coverage as herein provided, Cal Expo may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
2. WORKERS' COMPENSATION INSURANCE: Contractor certifies that it is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms to comply with such provisions before commencing the performance of the work of this agreement. Contractor's workers compensation insurance policy shall be endorsed with a waiver of subrogation in favor of the State of California in the event the contractor employs any person, in any manner, that is subject to the Worker's Compensation Laws of California.
3. POTENTIAL SUBCONTRACTORS: Nothing contained in this agreement or otherwise shall create any contractual relation between Cal Expo 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 Cal Expo for the acts and omissions of its subcontractors and of persons either directly or indirectly employed 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 Cal Expo's obligation to make payments to the Contractor. As a result, Cal Expo shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
4. TERMINATION
- A. It is agreed that either party may terminate this agreement, without cause, by providing the other party with thirty (30) days written notice.

- B. In the event of termination under this paragraph, Contractor will be entitled to receive commission payments on executed sponsorship agreements in existence prior to termination of this agreement. The amount of commission payment due will be a reduced amount negotiated prior to issuance of contract.
- C. Notwithstanding paragraphs A and B above, Cal Expo may immediately terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform or should Contractor breach any provision of this agreement. In the event of such termination, Cal Expo reserves the right to proceed with the sponsorship program and its sponsorship agreements in any manner deemed appropriate by Cal Expo. Any costs and/or losses incurred by Cal Expo associated with such termination shall be deducted from any amounts, if any, owed to Contractor under this agreement.
5. AUTHORIZED REPRESENTATIVE: Contractor must maintain one (1) or more representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by Cal Expo. This person must be identified to Cal Expo as the Contractor's authorized representative.
6. LICENSES, PERMITS AND CERTIFICATIONS: Contractor shall be an individual or firm licensed to business in California and shall obtain at his/her expense, all license(s), permits(s), and certifications(s) as required by law or as part of this contract for accomplishing the work in connection with this agreement.
7. SITE ACCESS: Cal Expo shall allow Contractor access to Cal Expo's property as needed. If access is required during annual State Fair hours, Cal Expo will provide necessary admission and parking credentials for the employees performing in service of the contract.
8. WORK PERMIT LAW: If Contractor employs youth under the age of eighteen (18) years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.
9. RIGHT TO REPLACE/DISMISS: Contractor's onsite personnel are subject to approval of Cal Expo during the entire term of contracted services. Cal Expo has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time Cal Expo determines that any employee, agent or officer of Contractor, or of Contractor's permitted subcontractors, is in violation of District policies regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet Cal Expo's safety and customer service standards, Cal Expo may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance or condition giving rise to the notification described herein to the satisfaction of the Cal Expo. If Contractor fails to correct the behavior, performance or condition giving rise to the notification described herein, Cal Expo may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at Cal Expo's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If Cal Expo requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by Cal Expo. Nothing contained in this paragraph shall obligate Cal Expo to monitor the behavior of Contractor's employees or of Contractor's

subcontractor's employees. Cal Expo retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this RFP.

10. MEGAN'S LAW: Prior to start of work, Contractor shall provide Cal Expo with a list of all individuals, including any subcontractors, ages 18 and over who have access to the Cal Expo premises by completing Cal Expo's Megan's Law Form. All such individuals will be checked by Cal Expo's authorized representative through the California Department of Justice Megan's Law Sex Offenders file.
11. DRONE POLICY: In order to protect the safety, security, privacy, and property interests of Cal Expo, its employees, agents, contractors, and the public, any operation or use of unmanned aircraft systems, remote-or-radio controlled model aircraft of all types, shapes, and sizes, or any other similar type devices (collectively "Drones") is prohibited on the premises of Cal Expo or within the Cal Expo's air rights, without prior written approval from Cal Expo. Be advised that violation of this policy will result in immediate ejection from Cal Expo's premises and may subject the violator to a criminal trespass warning or arrest for those who fail to comply.