## Contract Oversight Committee Supporting Documents for Agenda Item 5.D.1

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REQUEST FOR PROPOSAL (RFP)

RFP No. 19-04

RFP SCORING METHOD: SECONDARY METHOD
DGS Contracting Manual, Volume 1, Section 5.25

Digital Ticketing System and Carnival Game Operations
for
The San Diego County Fair Midway

Contact Person: Mike Ceragioli – State Contracts Manager
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
De Mar, CA 92014
T: (858) 792-4263
F: (858) 794-1043
E: mceragioli@sdfair.com

This is the only authorized person designated by the State to receive communications concerning this RFP. Please do not attempt to contact any other Staff or Board Member concerning this RFP. Oral communication with State officers and employees concerning this RFP shall not be binding on the State, shall not be considered by the State in reviewing or scoring a response to this RFP, and shall not excuse the Proposer for failing to meet each and every obligation set forth in the RFP.

Date Issued: October 3, 2019
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Attachments:

- **Exhibit A** – NEWLY REVISED 2020 Licensee Handbook
- **Exhibit B** – 2019 Arial Photos
- **Exhibit C** – Sample Standard Agreement
- **Exhibit D** – 22nd DAA Conservation Policy
- **Exhibit E** – Preventing Storm Water Pollution
SECTION 1.0

DEFINITIONS & TENTATIVE RFP SCHEDULE

1.1 DEFINITIONS

RFP Request for Proposal (Secondary Method)

Proposer/Contractor The individual, company, organization, or business entity submitting the proposal in response to the Request for Proposal.

State or 22nd DAA Refers to the 22nd District Agricultural Association, a California state institution, which operates and administers the San Diego County Fairgrounds/San Diego County Fair; the 22nd District Agricultural Association is not a local government agency.

Fair Refers to the 22nd DAA's annual summer fair, also known as the San Diego County Fair

F & E Refers to the Division of Fairs and Expositions, which is a division of the California Department of Food and Agriculture, an agency of the 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 2nd 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.

Proposal Refers generally to a proposal submitted by a Proposer to the 22nd DAA in response to this RFP.

Responsive Only those Proposals that, are timely, meet the proper format required for submittal, provide the required information and meet entirely with the criteria outlined in the RFP will be considered “responsive”.

Technical Section The experience and qualifications, technical presentation, proposed personnel, and/or management and work plan portion of the proposal.

Financial Section The cost/price portion of the proposal, as detailed in the "Financial Proposal" form.
### TENTATIVE RFP SCHEDULE

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<th>Event</th>
<th>Date</th>
<th>Time</th>
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<tr>
<td>RFP Release date</td>
<td>October 3, 2019</td>
<td></td>
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<tr>
<td>Written Requests for Additional Information are due</td>
<td>October 16, 2019</td>
<td>5:00pm</td>
</tr>
<tr>
<td><strong>Final Date for Proposal Submission at the 22nd DAA's</strong></td>
<td>November 1, 2019</td>
<td>5:00pm</td>
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<tr>
<td>Contracts Department located in the 22ND DAA Administration Building.</td>
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<tr>
<td>Technical proposals will be reviewed and evaluated the week of</td>
<td>November 4, 2019</td>
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<tr>
<td>This includes but is not limited to the verification of the Proposer's</td>
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<tr>
<td>Small Business Status, DVBE requirements (if applicable), and</td>
<td></td>
<td></td>
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<tr>
<td>submitted references</td>
<td></td>
<td></td>
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<tr>
<td>Interview/Presentations, are mandatory and anticipated the week of</td>
<td>November 11, 2019</td>
<td></td>
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<tr>
<td>Anticipated date Financial Proposals will be opened for review and</td>
<td>November 14, 2019</td>
<td></td>
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<tr>
<td>evaluation</td>
<td></td>
<td></td>
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<tr>
<td>Notice of Proposed Award</td>
<td>November 15, 2018</td>
<td></td>
</tr>
<tr>
<td>Last Day to Protest Award</td>
<td>November 22, 2019</td>
<td>4:00pm</td>
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<tr>
<td>Proposed Contract Award Submitted to the 22nd DAA</td>
<td>December 10, 2019</td>
<td></td>
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<tr>
<td>Board of Directors for Approval.</td>
<td></td>
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<tr>
<td>Contract Submitted to Division of Fairs &amp; Expositions for Approval.</td>
<td>December 11, 2019</td>
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<td>(If required)</td>
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<td>Proposed Contract Commences</td>
<td>January 1, 2020</td>
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The 22nd DAA, in its sole and absolute discretion, may re-advertise, postpone or cancel the RFP at any time before the 22nd DAA's Board of Directors approves a contract awarded during the RFP process. The 22nd DAA, in its sole and absolute discretion, may decide whether or not an award shall ever be made as a result of this RFP.

*(All above dates and times are subject to change.)*
SECTION 2.0

GENERAL INFORMATION
PROPOSAL INSTRUCTIONS AND PROVISIONS

The 22nd DAA has determined that it would be cost prohibitive for it to purchase or lease its own complete digital ticketing system. The 22nd DAA is therefore releasing this RFP with the intent to award a contract to an individual or company for the purpose of professionally and efficiently providing a complete digital ticketing system, at no cost to the 22nd DAA, to be utilized exclusively for all carnival rides and carnival games at the San Diego County Fair’s Independent Midway. In addition, and because the complete digital ticketing system will be provided at no cost to the 22nd DAA, the individual or company will also provide carnival games for, and manage the operation of the carnival games at, the San Diego County Fair’s Independent Midway for the duration of the Fair in accordance with the specifications listed in this RFP and as directed by the 22nd DAA. The individual or company will receive a percentage of the gross revenue from the carnival game operation. The contract term shall be for three (3) years with two (2), one (1) year options to renew, at the sole and absolute discretion of the 22nd DAA. 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.

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 award one or more contracts, or a part of a contract, on the proposals submitted, either by award of all or some work to one Proposer, or by award of separate pieces of work or groups of work to various Proposers, or to make an award without the consideration of option or renewal years, as the interests of the 22nd DAA may require.

Any contract resulting from this RFP will be awarded to the responsive, responsible, qualified Proposer(s) whose proposal(s), as determined by the 22nd DAA, best meets the requirements set forth in this RFP including the Statement/Scope of Work to be performed described in (Section 3.0) and the Mandatory Format and Content Requirements (Section 6.0). The 22nd DAA will use 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 notice of intent to 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 may include, but are not necessarily limited to: experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based on a consideration of a combination of technical (qualitative component) and price factors (financial component) to determine (or derive) the proposal deemed most advantageous and of the greatest value to the 22nd DAA.

2.1 HISTORY AND GENERAL BACKGROUND INFORMATION

The Del Mar Fairgrounds is a 400 acre multi-use entertainment, exhibit and horse racing facility consisting of 300,000 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 racetrack, 1,800 permanent stalls at Del Mar Horsepark, a 64-acre equestrian facility, and a recreational facility, including a driving range, miniature golf course, tennis club, golf retail pro-shop, swim school and RV park.
The 22nd DAA, an agency within the California Department of Food & Agriculture, is the governing body that oversees the Del Mar Fairgrounds/Racetrack, as well as the Horsepark Equestrian facilities and the Surf & Turf tennis and golf facility. There are fifteen departments within the organization, consisting of administration, box office, concessions, equestrian, events, exhibits, finance, human resources, marketing, operations, production, sign shop, satellite wagering, security, and communications.

The 22nd DAA organizes and promotes three annual events:

- The Del Mar National Horse Show - April & May
- The San Diego County Fair - June & July
- The Scream Zone (haunted house) – October

The San Diego County Fair is the sixth-largest fair in North America, the largest of all fairs within the California State system, and the largest special event in San Diego County, attracting more than 1.5 million visitors per year. The carnival platform is an independent midway with approximately 30 owners who supply more than 80 carnival rides and more than 60 carnival games. Ride revenue is approximately $10 million dollars per year. Carnival game revenue is approximately $4 million dollars a year. The San Diego County Fair takes place every summer during the months of June and July and traditionally is open 27 days each year.

In addition, the 22nd DAA hosts more than 300 events per year. These events include consumer shows, holiday parties, meetings, weddings, seminars, concerts, dances, horse shows and various sporting events. The Del Mar Thoroughbred Club, through an operating agreement with the 22nd DAA, presents seven weeks of live thoroughbred horse racing during the summer meet and four weeks during the fall meet at the world famous Del Mar Racetrack.

The total attendance for all events at the Del Mar Fairgrounds is approximately 3 to 4 million attendees per year.

2.2 PROPOSER RESPONSIBILITY

Read the RFP documents very carefully, as the 22nd DAA shall not be responsible for errors and omissions on the part of the Proposer. 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.

2.3 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) shall incorporate the following documents:

A. The attached sample Standard Agreement; the RFP General Provisions including Contract Terms and Conditions; Payee Data Record; Contractor Certification Clauses; General Contract Terms and Conditions, and Insurance Requirements.

B. The Scope/Statement of Work and/or Work Requirements set forth in RFP (No. 19-04).
C. Addenda to the Invitation for RFP (No. 19-04).

D. The 22nd DAA’s response to written questions and clarifications to the RFP (No. 19-04).

E. The newly revised 2020 Licensee Handbook.

2.4 INTERVIEWS/PRESENTATIONS

During the evaluation period, the 22nd DAA will schedule interview/presentations with all Proposers that meet the requirements set forth in Sections 5.1(a) and 5.1(b) of this RFP. The 22nd DAA has tentatively identified the week of November 11, 2019, to conduct interviews. All Proposers are asked to keep these dates available. No other interview/presentations dates will be provided. Therefore, if a Proposer is unable to attend the interview on these dates; its proposal may be eliminated from further evaluation or scored negatively. The interview/presentation will consist of a short presentation by the Proposer limited to one hour and the Committee may ask questions related to the Proposer’s technical proposal and qualifications.

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 19-04." 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 the Contracts Manager, no later than 5:00pm, October 16, 2019. The identity of the Proposer submitting the written request(s) for information will not be revealed. If requests result in significant changes to the RFP, an addendum will be issued.

2.6 CHANGES TO THE RFP (ADDENDA)

Before a contract award under this RFP, the General Provisions, Statement/Scope of Work, Addenda, and all forms and documents of this RFP constitute the potential contract. Any requests to change any of these documents must be submitted according to 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 issuance of 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 on the cover sheet 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 Financial Form in the space provided.
2.7 CONTACT PERSON FOR INFORMATION AND SUBMISSION OF PROPOSALS

Sealed proposals must be physically received no later than the date and time indicated under Section 1.2 of this RFP, at its administrative offices, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014. 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 misdelivery. Proposals received after this date and time will not be considered, and will be returned, unopened.

Proposals must meet the following format requirements to be deemed responsive and eligible for consideration by the 22nd DAA:

- One sealed package labeled with the Proposer’s name, the RFP number and titled “*Technical Proposal,*” containing one (1) original and five (5) copies of Proposer’s technical submittal including but not limited to: the Proposer’s qualifications, references, required certificates and forms, and all other technical requirements required in this RFP (for additional details, see Sections 5.0 and 6.0.)

- One sealed package labeled with the Proposer’s name, the RFP number and titled “*Financial Proposal,*” containing one (1) original and five (5) copies of the Financial Proposal Form and any other financial or cost information required in this RFP.

- Both sealed packages must be placed in a third package with the Proposer’s name on the outside and addressed as follows:

  **RFP #19-04 Digital Ticketing System and Carnival Game Operations at the San Diego County Fair**
  Mike Ceragioli - 22nd DAA Contracts Manager
  22nd District Agricultural Association
  Administration Building
  2260 Jimmy Durante Boulevard
  Del Mar, CA 92014-2216

  P: (858)792-4263
  F: (858)794-1043
  E: mceragioli@sdfair.com

- Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal.

- The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, etcetera, are neither necessary nor desired. Bidders are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and the clarity and completeness of the bid’s content.

- 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.
• Submit 5 copies, marked or identified as “COPY” with the original proposal.

2.8 CONTRACT AWARD

Each Proposer’s experience and qualifications, technical approach, quality of proposed personnel, and/or management plan will be evaluated and scored by the Committee utilizing the scoring process described in Section 5.0. The financial proposal from each responsive proposal will be opened, small business preference given where applicable, and a score will be calculated. The award selection is based on a consideration of a combination of technical (qualitative component) and price factors (financial component) to determine (or derive) the proposal deemed most advantageous and of the greatest value to the 22nd DAA. A responsive proposal is one, which meets or exceeds the requirements stated in this RFP. The proposals that meet the minimum required qualifications will be evaluated and scored (See Section 3.2).

If a contract is awarded, it shall be granted to the responsive Proposer with the highest total scored proposal. (See Section 5.0 for further details). The 22nd DAA will post a Notice of Proposed Award at the 22nd DAA’s Contracts office for five (5) working days before a Contract is awarded. In addition, a copy of the Notice of Proposed Award will be mailed to each Proposer.

A contract award is not final until:

• the time for protesting the Notice of Proposed Award has expired, and/or;
• protests filed, if any, have been withdrawn or rejected by the 22nd DAA; and
• the proposed award has been approved by the 22nd DAA Board of Directors at a duly noticed public meeting; 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, or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals.

Proposals received by the 22nd DAA are considered public information, and will be made available upon request after the 22nd DAA issues a notice of intent to award.

Proposals submitted are not to be copyrighted.

The 22nd DAA reserves the right to modify the RFP process or schedule and postpone proposal openings for its own convenience via a written addendum.

It is the 22nd DAA’s intention to award a contract that includes all requirements under this RFP to one Proposer but reserves the right to apportion those requirements among two or more Proposers as the 22nd DAA may deem to be in its best interest.

The 22nd DAA may, at its sole and absolute discretion, reject any or all parts of the proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP. 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.
2.9 SMALL BUSINESS PREFERENCE

California law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract 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 with certified SB/MB (s), see Section 6.2 of this RFP for instructions regarding documentation to be submitted with your proposal in order to receive the preference.

Certification Application

To apply for Small Business Certification, go online to www.pd.dgs.ca.gov/smbus/getcertified.htm. 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 percent preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

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

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

2.10 PROPOSER/CONTRACTOR STATUS FORM

All Proposers must complete, sign and submit this form in response to the RFP. Failure to comply with this requirement will deem the Proposer non-responsive. 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.

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

The 22nd DAA elects to waive both the DVBE program requirement and incentive for this solicitation. No DVBE requirement is made for this solicitation.

2.12 INSURANCE

A copy of Proposers current insurance certificate must be included with their proposal. The Proposer awarded the contract shall provide an original Certificate of Insurance including $2,000,000.00 in
commercial general liability, evidence of automobile liability coverage, and, if Proposer has employees, Workers' Compensation coverage, in a form and manner acceptable to the 22nd DAA before execution of the contract is executed pursuant to this RFP. See Section 2.23, J for more details pertaining to insurance requirements.

The certificate 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;
- 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 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."

- The Proposer awarded the contract must provide proof of Workers' Compensation Insurance as required by law.

- The Proposer's insurance coverages, as required under this Section, must include coverage for the duration of the Agreement resulting from the RFP process and must include "all risks" insurance coverage for loss of income, business interruption and other insurance covering merchandise and all types of equipment and property located in or on the Del Mar Fairgrounds. Such insurance shall include the personal property of its employees and agents. The Proposer shall require the same coverages for all subsidiaries, employees, agents and subcontractors. The personal property coverage shall include, but not be limited to, motor vehicles, whether licensed or unlicensed, and mobile equipment, whether licensed or unlicensed.

NOTE: If Proposer fails to include a copy of Proposer's current insurance certificate confirming all coverages identified above in this Section 2.12, 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 all coverages identified above in this Section 2.12, within 2 business days of receipt of the Failure Notice, the 22nd DAA shall reject the proposal.

2.13 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in: (1) preparing the proposal in response to this RFP No. 19-04; (2) submission of said proposal to the 22nd DAA; (3) negotiating any matter related to this proposal; and (4) 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.
2.14 SIGNATURE

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

2.15 PRE-AWARD AUDIT

Prior to contract award, the selected Proposer may be required to undergo an audit of its financial proposal. The 22nd DAA will conduct the audit for the purpose of determining whether the Proposer’s financial proposal results in pricing that is fair and reasonable.

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 be acceptable, additional detailed costs or financial data may be requested of the single Proposer. A cost or financial analysis, possibly including an audit, may be performed by or for 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. The 22nd DAA prefers to contract with a single Contractor and not with multiple Contractors doing business 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 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.”

Prospective Proposers are strongly encouraged 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. 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 STANDARD CONTRACT TERMS AND CONDITIONS

In addition to the “Statement/Scope of Work” in Section 3.0, the following terms and conditions shall become part of the contract awarded to the successful Proposer. These terms and conditions are required by the 22nd DAA and are non-negotiable.

A. Approval
This Agreement is of no force or effect until duly accepted and signed by both parties and approved by the 22nd DAA Board of Directors, if required. Contractor may not commence performance until such approval has been obtained.

B. Indemnification
To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds, and their respective agents, directors, and employees (collectively the “State”) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s 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 State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

C. 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 22nd DAA. In no way does this Agreement create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.

D. Site Access
The 22nd DAA will allow Contractor access to the 22nd DAA’s property as needed to perform. If access is required during annual San Diego County Fair or Thoroughbred Horse Racing Season, the 22nd DAA will provide necessary admission and parking credentials for the employees performing work and or in services of the contract.

E. Contractor’s Vehicles, Equipment and Materials
All vehicles, equipment and materials required to perform shall be provided by the Contractor. All vehicles, equipment and materials when appropriate, will be clearly marked in a professional manner with Contractor’s company name and/or logo. All vehicles and equipment must be maintained and clean in appearance at all times. Vehicles and Equipment shall be maintained in safe proper operating condition with all guards in place. No equipment shall be left unattended. The 22nd DAA will not be held responsible for lost, damaged or stolen vehicles and equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on 22nd DAA property. If the Contractor finds it necessary to provide utility cart(s) for employee(s), to facilitate or complete the Scope of Work. Carts must be approved in advance by the 22nd DAA for use. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver’s license and be 18 years of age or older.
The security of all Contractor vehicles, equipment and materials is the responsibility of the Contractor. As much as possible they should be secured by the contractor to prevent theft or damage. While the 22nd DAA provides onsite security personnel, the equipment brought on 22nd DAA property by the Contractor is at the risk of the Contractor. The 22nd DAA does not take responsibility for loss, theft, damage, vandalism, or act of nature to Contractors vehicles, equipment or materials.

F. Subcontracting
Subcontracting of efforts involving labor, materials and/or services described in the statement of work or specification are only allowed in the manner described in the statement of work or specification. Subcontracting is not allowed without clearly identifying the subcontractor(s) and the work, task, labor or deliverable they are performing in the proposal or bid. All subcontractors are subject to the same terms and conditions as the Contractor as stipulated in this RFP.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the 22nd DAA 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 22nd DAA 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 22nd DAA's obligation to make payments to the Contractor. As a result, the 22nd DAA shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

G. Travel, Transportation and Accommodations
Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations needed to perform services/work or deliverables described in the statement of work or specification.

H. 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 22nd DAA 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 22nd DAA, if it is determined that such appearance, conduct, or demeanor is detrimental to 22nd DAA's operations. Contractor agrees to remove such person or agent from operations arising out of this contract. Determination by 22nd DAA 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 22nd DAA to Contractor or its employees.

I. Nonexclusively
Contractor understands and agrees that this is a nonexclusive Agreement. The 22nd DAA may hire other contractors for work of a similar or identical nature.

J. Insurance Requirements
Delivery - Certificate(s) of Insurance and any Additional Insured Endorsements for General Liability, Automobile Liability, and Workers' Compensation, must be submitted directly by the Contractor's insurance carrier pursuant to the requirements herein detailed at least ten (10) days prior to commencement services or occupation of premise, and covering the entire Term of this Agreement. Certificates of insurance and additional insured endorsements are subject to the approval of the 22nd DAA, and Contractor agrees that no work or services shall be performed, prior to such approval. Only originals, without ink or white-out changes, will be accepted.
Primary Coverage - It is the intent of the parties that Contractor's insurance coverage shall be primary and noncontributory and that any separate coverage available to the State of California, 22nd District Agricultural Association and other additional insured(s) shall be secondary.

General Liability Insurance: Contractor shall secure and maintain at its own expense during the entire term of this Agreement, a minimum of two million dollars ($2,000,000) combined single-limit commercial general liability insurance covering the Contractor, its employees, agents, and subsidiaries, for claims for damages for bodily injury, broad form property damage, and personal injury. Coverage shall include blanket contractual insurance and such coverage shall make express reference to the Contractor’s hold-harmless provision in Paragraph 2 above, and must also include coverage for products and losses related to independent contractors and equipment.

The following endorsement regarding additional insured must be included the general liability certificate:

"That the State of California, the 22nd District Agricultural Association, the San Diego County Fair, the 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."

In additional to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the State, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their agents, directors, officers, servants, and employees are made additional insureds on Contractor's general liability policy, and automobile liability policy.

Automobile Liability Insurance: Contractor shall secure and maintain at its own expense during the Term of this Agreement Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto), or any successor ISO policy form, with limits of not less than $1,000,000 combined single limit per accident for contracts involving the use of Lessee's vehicles (autos, trucks, or other licensed vehicles) on the Premises or any portion of the fairgrounds.

Workers' Compensation Insurance: Contractor either (1) shall be a qualified self-insurer pursuant to the requirements of the California Labor Code Contractor or (2) shall secure and maintain at its own expense during the Term of this Agreement Workers' Compensation insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage, in a minimum sum of one million dollars ($1,000,000) with a waiver of subrogation, with either the State Compensation Insurance Fund or a licensed carrier, and Contractor affirms to comply with such provisions before commencing that performance of the work of this Agreement.

All Risks Insurance: Contractor shall secure and maintain at its own expense during the term of the Agreement adequate "all risks" insurance coverage for loss of income, business interruption and other insurance covering merchandise and all types of equipment and property located in or on the Del Mar Fairgrounds. Such insurance shall include the personal property of its employees and agents. Contractor shall require the same coverage for all subsidiaries, employees, agents and subcontractors. Such personal property coverage shall include, but not be limited to, motor vehicles, whether licensed or unlicensed, and mobile equipment, whether licensed or unlicensed.
Maintenance of Coverage - Contractor agrees that any insurance coverage(s) herein provided shall be in effect at all times during the Term of this Agreement. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the Term of this Agreement, Contractor agrees to provide the State at least consistent with the provision of this Agreement, prior to any expiration date or upon cancellation, a new certificate of insurance evidencing insurance coverage as provided for in this Agreement for a term not less than the remainder of the Term, or for a period of not less than one (1) year. If at any time during the Term of this Agreement, Contractor fails to maintain and keep in effect insurance coverage(s) as herein provided, the State may, at State’s option and in addition to all other remedies available, do one of the following: (1) declare a material breach of this Agreement by the Contractor and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Contractor, until notice is received by State that such insurance requirements have been restored or replaced in full force and effect that the premiums therefore have been paid to cover a period of time satisfactory to 22nd DAA; or (3) obtain such insurance and deduct premiums due for same from any sums due or which become due to Contractor under this Agreement. No action taken by State pursuant to this paragraph shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase “fails to maintain and keep in effect insurance coverage(s)” shall include, but is not limited to, notification received by State that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

Contractor’s Responsibility - In no event is the 22nd DAA responsible for the payment of premiums or deductibles of any required coverages. Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor’s operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the 22nd DAA from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to Contractor’s indemnity obligations.

Certified Copies of Policies - Upon request by the 22nd DAA, the Contractor shall immediately furnish a complete copy of any policy required by this provision, including all endorsements, certified by the insurance company issuing the policy to be a true and correct copy of the original policy.

K. 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 22nd DAA a copy of your business license or incorporation papers issued by that 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 22nd DAA 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 22nd DAA may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

L. Fire Regulations
Contractor agrees to observe and comply with all fire regulations as prescribed by the State Fire Marshall.
M. Evaluation of Contractor Performance
Contractor will be evaluated on their performance and deliverables, including, but not limited to, Contractor’s record of conforming to contract requirements and to standards of good workmanship; Contractor’s record of forecasting and controlling costs; Contractor’s adherence to contract schedules, including the administrative aspects of performance; Contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor’s record of integrity and business ethics, and generally, Contractor’s business-like concern for the interest of the 22nd DAA and its customers. Contractor shall work with the 22nd DAA’s staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the 22nd DAA. Poor performance may cause a Contractor to be disqualified from potential future contracting opportunities.

N. 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 the 22nd DAA’s Contracts Manager, or other person normally responsible for the administration of this contract, shall be brought to the attention of the 22nd DAA’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 22nd DAA Contracts Manager and Chief Executive Officer within ten (10) days upon failure to informally dispose of such a dispute. The decision of the 22nd DAA’s Chief Executive Officer shall be final.

O. Conflict in Terms & Conditions
Where the terms of this Agreement or the 22nd DAA’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 the 22nd DAA’s documents shall supersede and take precedence over Contractor’s proposal or Contractor’s documents.

P. Termination
The 22nd DAA reserves the sole and absolute 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 22nd DAA of any further payments, obligations, and/or performances required in the terms of the contract.

Q. Invoices and Payment (if applicable to scope)
To receive payment, the contractor must be awarded a legitimate 22nd DAA purchase order or contract. The contract and associated forms must be properly executed, signed and counter signed, evidence of required insurance must be provided and the service(s) rendered and or the deliverable(s) provided as per the terms and conditions of the contract. The Contractor must then submit an Invoice(s), all invoices must contain Contractor’s invoice number, 22nd DAA issued Purchase Order (PO) number or Contract Number, a detailed description of the services or deliverables rendered, quantities, pricing, taxes and other costs or fees. In some cases, approvals and or acceptance by The 22nd DAA personnel may also be required. Contractor shall send invoices and all supporting documentation to:

22nd District Agricultural Association
Attn: Accounts Payable
Upon contract award and throughout the duration of the contract, the Contractor shall work with the 22nd DAA to ensure the contract and invoicing requirements are continually met. Failure to properly complete, execute or submit any documents or requirements described above will prevent or delay payment. It is the Contractor’s responsibility to insure all contract and invoicing requirements are met. Payments to the Contractor will be made by the 22nd DAA per the payment terms of the contract or within 30 days upon satisfactory receipt of proper invoice.

R. Excise Tax
The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The 22nd DAA 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.

S. 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.

T. Contract Amendments After Award
As provided in the Public Contract Code governing contracts awarded by competitive solicitation, the State/22nd DAA reserves the right to amend the Contract after the State/22nd DAA makes a Contract award. Including but not limited to Public Contract Code 10250-10252.

U. Ban
The mass release of helium balloons is strictly prohibited.

V. Drones
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 22nd District Agricultural Association ("22nd DAA") is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the 22nd DAA. 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 22nd DAA property may, in the discretion of the 22nd DAA, be revoked for any person[s] in violation of this policy.

W. California Franchise Tax Board
Contractor may be subject to California withholding by the Franchise Tax Board and or possessory interest tax.
SECTION 3.0

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 INTRODUCTION

The 22nd DAA is seeking a qualified individual or company to professionally and efficiently provide a complete digital ticketing system to be utilized exclusively for all carnival rides and games at the San Diego County Fair's Independent Midway. In addition, the individual or company must also provide carnival games for, and manage the operation of the carnival games at, the San Diego County's Independent Midway for the duration of the Fair in accordance with the specifications listed in this RFP and as directed by the 22nd DAA. The 2020 San Diego County Fair will be open 27 days, beginning June 5 and ending July 5. The days of Fair operation may vary each calendar year. The San Diego County Fair has an annual attendance of approximately 1.5 million visitors, a carnival ride gross of approximately $10 million and a carnival game gross of approximately $4 million. All breakage remains with the 22nd DAA, 52% of the ride gross was paid to the individual ride operators and 75.5% of the game gross was paid to the individual game operators in 2019.

This digital ticketing system will replace the sale and redemption of paper tickets on the rides and cash transactions for game play. Users of the digital ticketing system will load digital tickets onto a physical paper ticket or card and/or a form of digital media acceptable to the 22nd DAA and a cellular application format on the user's phone that can then be digitally scanned for redemption at both carnival rides and games at the San Diego County Fair. The cellular application must be compatible with both iOS and Android mobile operating systems. The 22nd DAA will sell the digital tickets utilizing its own Midway Admissions team and the 22nd DAA will receive and deposit all payments made in connection with the sale of the digital tickets for the Fair. At no time will the individual or company that is awarded a contract under this RFP have access to any payment made in connection with the sale of the digital tickets for the San Diego County Fair. The Proposer should have the ability to successfully communicate, create, and install a proven reliable digital ticketing solution in coordination with and for the 22nd DAA Midway Admissions team.

In exchange for providing the digital ticketing system to the 22nd DAA at no cost, the Proposer will be granted the right to provide and operate all of the carnival games at the annual San Diego County Fair in accordance with the terms and restrictions contained in the newly revised 2020 Licensee Handbook, which is attached to this RFP as Exhibit “A” and specifically incorporated as part of this RFP by this reference, and all subsequent Licensee Handbooks adopted by the 22nd DAA during the contract term (the “Licensee Handbook”). Notwithstanding the foregoing, the 22nd DAA owns and will operate one (1) carnival game at the annual San Diego County Fair. The Proposer must provide and operate carnival games of skill within the prescribed footprint. The number of games and amount of space dedicated to games shall be determined by mutual agreement of the Parties and shall include a limited number of group games and games dedicated to the Kid Zone. In the event the Parties are unable to mutually agree on the number, format and location of games, the 22nd DAA will have the sole and absolute right to make the final determinations. While the 22nd DAA will provide the following (approximate) linear feet of carnival game space for the 2020 San Diego County Fair, (see Exhibit B, 2019 aerial photo attached), the 22nd DAA may, in its sole and absolute discretion, update or make changes to any carnival game space allocation during the term of the contract:
<table>
<thead>
<tr>
<th>Fun Zone:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Line-up:</td>
<td>545 linear feet</td>
</tr>
<tr>
<td>16x16 center:</td>
<td>176 linear feet (11 carnival games)</td>
</tr>
<tr>
<td>16x32 center:</td>
<td>544 linear feet (32 carnival games)</td>
</tr>
<tr>
<td>24x8 group center:</td>
<td>168 linear feet (7 games)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Kid Zone:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Line-up:</td>
<td>60 linear feet</td>
</tr>
<tr>
<td>16x16 center:</td>
<td>112 linear feet (7 games)</td>
</tr>
<tr>
<td>16/32 center:</td>
<td>64 linear feet (2 games)</td>
</tr>
</tbody>
</table>

| Total Footage:    | 1689 linear feet |

The chart above describes the approximate available carnival game space to be operated by the individual or company that is awarded a contract under this RFP in exchange for the digital ticketing system (which complete digital ticketing system shall be provided to the 22nd DAA at no cost), with the exception of one group game space in Kid Zone, which will be operated by the Friends of the San Diego County Fair.

The 22nd DAA will have the sole and exclusive right to approve all plush toys, novelties and giveaways at the games, including branding on any and all items. No live animals (other than fish), knives or items deemed offensive or dangerous will be permitted. The 22nd DAA will have the sole and exclusive right to approve all pricing and corresponding prize size/levels.

Proposer must have the ability and experience to professionally and efficiently manage all aspects of a four million dollar carnival game operation, as described above, including, without limitation maintaining proper inventory, providing excellent customer service, maintaining necessary human resources, maintaining an effective payroll system, and maintaining insurance requirements consistent with this RFP.

The 22nd DAA will only consider proposals for a complete 100% proven, fully-operational digital ticketing system. In exchange for the digital ticketing system, and because it would be cost prohibitive for the 22nd DAA to purchase or lease its own complete digital ticketing system, the 22nd DAA is offering the individual or company that is selected as the winning Proposer the opportunity to operate the entire carnival game operation with the exception of one (1) carnival game, which will be operated by the by the Friends of the San Diego County Fair. As part of the Proposal, Proposer must include a specific gross revenue share proposal identifying the percent of gross revenue generated through the carnival game operation that will be retained by the 22nd DAA. The percentage offered to the 22nd DAA will be stipulated in the Proposer’s Financial Proposal and evaluated and scored as part of the RFP process. **Proposals that require the 22nd DAA to purchase software, equipment, unused devices, any aspect of the digital ticketing system or carnival game operation, or pay any additional fees or costs not specifically identified in this RFP, will be found non-responsive to the RFP and will not be considered by the 22nd DAA.**

The 22nd DAA is looking for, and intends to contract with, a Proposer who either: (1) owns and operates both a digital ticketing system and carnival game operations or (2) two individuals or entities working in a prime contractor / sub-contractor relationship, that submit a single proposal in response to this RFP. The 22nd DAA does not intend to contract with multiple Contractors doing business as a joint venture.
If two individuals and or companies working in a prime contractor / sub-contractor relationship submit a single proposal in response to this RFP, the Proposer serving as the prime contractor at a minimum, must (1) own and operate the entire digital ticketing system; or (2) own and operate at least 80% of the carnival games.

If the Proposer is the owner and operator of the digital ticketing system and is subcontracting the carnival games, the subcontracting must meet the following requirement: One subcontractor must own and operate a minimum of 75% of the carnival games; operation of the remaining 25% of the carnival games can be subcontracted to additional subcontractors.

If the Proposer is the owner and operator of 80% or more of the carnival games, the Proposer (1) may subcontract the operation of the remaining 20% of the carnival game operation to one or more subcontractors; and (2) may subcontract the complete digital ticketing system to no more than one (1) subcontractor. The digital ticketing system may not be subcontracted to more than one subcontractor.

Please see the Statement/Scope of Work – Game Operation for more details. Any relationship between the Proposer and subcontractor(s) must be fully disclosed in the Proposal and the Proposal shall include a copy of any written agreement between the Proposer and subcontractor(s) to provide goods or services in connection with this RFP. Proposals that do not meet these requirements will be found non-responsive to the RFP and removed from consideration in their entirety. Sub-contractors are subject to all of the terms and conditions of this RFP, the Licensee Handbook and all insurance requirements.

3.2 MINIMUM QUALIFICATION REQUIREMENTS (Pass or Fail)

All Proposers must submit evidence of the following:

A. Demonstrate the ability to meet insurance requirements described in the RFP. Proof of ability must be attached to your proposal. (P/F)

B. Provide all Licenses required to conduct business in the State of California. Proof of such licenses must be attached to your proposal. (P/F)

C. Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair’s Independent Midway. Reference letters must be from within one year of the date of this RFP. (P/F)

D. Provide a copy of Proposer’s written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F)

E. Provide a copy of Proposer’s drug testing policy, evidence that Proposer enforces the drug testing policy and evidence that each employee of Proposer that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP will be subject to Proposer’s drug testing policy. (P/F)

F. Provide a copy of Proposer’s written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F)

G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)

A proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
3.3 DESIRED QUALIFICATION

A. The 22nd DAA desires that the Proposer hold a Certification in the Outdoor Amusement Business Association ("O.A.B.A." ) "Circle of Excellence" program for at least 3 years and documentation showing how many times, in the last 10 years, the Proposer was certified in the O.A.B.A. "Circle of Excellence" program.

B. Demonstrate relevant experience over the past 5 years at fairs of similar size and scope to the Fair’s independent midway, operating a complete digital ticketing system and a carnival game operation with a minimum of 40 carnival games, including, if applicable, simultaneous operation of a complete digital ticketing system and carnival game operation. To make such a demonstration, Proposal should include a contact name, phone number, and e-mail address for each event.

C. Demonstrate experience operating a proven complete digital ticketing system for a complete carnival ride and carnival game operation for at least 3 different fairs similar in size and scope to the Fair’s independent midway, including, if applicable, simultaneous operation of a complete digital ticketing system and carnival game operation. To make such a demonstration, Proposal should include a contact name, phone number, and e-mail address for each event.

3.4 STATEMENT/SCOPE OF WORK -- DIGITAL TICKETING SYSTEM

The Proposer awarded this contract shall be required to provide the 22nd DAA all of the equipment required to create and maintain a complete hardwired digital ticketing system and provide any related services needed to install and maintain that system to the satisfaction of, and as directed by, 22nd DAA management pre-fair, Fair-time and post-Fair for the duration of the San Diego County Fair. The proposed solution must include an experienced web-based system capable of facilitating on-line sales, pre-fair sales, promotions, set up and testing of the system and post-Fair reporting and tear down. The successful Proposer may begin the set up and testing of the system on May 11, 2020. It must be fully tested and operational by June 3, 2020. The teardown of the system may begin on July 6, 2020 and must be completed by July 8, 2020. These dates may vary each calendar year. 22nd DAA management must be provided with access to the hardwired digital ticketing system and must be provided with access to real time carnival ride and game usage reports, sales reports, employee reports and customizable reporting on an as needed basis. The Proposer will limit access to data collected to only those individuals identified by the 22nd DAA. The data and reporting must be retained and made available to the 22nd DAA for at least twelve (12) months following the close of the Fair.

The complete digital ticketing solution must include:

A. A secure wireless and hard wired network with redundancies to ensure continuous service at all times of midway operation. It must encompass the entire midway (Fun Zone and Kid Zone) without any connectivity faults and include system support and maintenance to ensure continuous operation. The system should reside on the Proposer’s servers. The 22nd DAA can provide a temperature cooled secure room for the servers if needed. Proposal must specify whether access to 22nd DAA’s temperature controlled secure room is needed.

B. A secure hard wired POS system for a minimum of 32 sellers. The POS system shall include integrated credit and debit card capabilities meeting all 22nd DAA, local and governmental regulations. The POS system must be capable of (1) accepting all major credit/debit cards, cash and bar coded vouchers; (2) have the ability to activate and generate a blank device or functioning device with digital tickets according to purchase; (3) have the ability to split a single sale onto multiple tickets; (4) include a user ID system; (5) have the ability to read balance and use history. The POS system must include two or more ready-to-use replacements for each POS
station for backup at all times. The POS system must also meet payment application credit card merchant data security standards.

C. The POS system must use the 22nd DAA's credit card processing system/merchant "Authorize.net."

D. The POS system must have the ability to be customized for the 22nd DAA's pricing structure(s), to include and electronically accept 22nd DAA bar codes for special pricing, couponing, discount and/or presale programs, and/or any promotion the 22nd DAA may designate. Pre-printed vouchers must have the bar code symbology that will be accepted by the digital ticketing system.

E. It is highly desired that the POS system be able to integrate with current barcodes used at the 2019 San Diego County Fair and handle the current unused tickets. The POS system must have the ability to track separately onsite and pre-sold items. The POS system must track the presale value through the barcode provided by the 22nd DAA as well as any other type of specials such as Fast Pass, Pay One Price Wristbands or any other promotions or specials.

F. A minimum of 30 self-serve POS system kiosks that: (1) are capable of reloading devices; (2) are able to accept credit/debit cards; (3) include functional touch screens; (4) are able to provide balances on devices that have already been purchased; and (5) include a modern, clean, quality-appearing, attention-grabbing enclosure. The self-serve POS system kiosks may not accept cash. Two or more ready-to-use replacement kiosks for backup are required at all times. Proposal must include pictures and detailed specifications of the self-serve POS system kiosks that will be provided during the Fair.

G. 16 digital ticket sales booths (a minimum of 8 must have side-by-side windows). Booths must be no more than three years old, be customizable so the 22nd DAA can affix ticket signs and adapt booths with 22nd DAA logos, air conditioning, and security cameras to monitor and record all transactions. The ticket sales booths must also be secure and be able to accommodate two separate sellers/POS systems. Proposal must include 5 photographs of interior and exterior of the digital ticket sales booth. Proposal must also include the location and date of each photograph. One ready-to-use replacement digital ticket sales booth is required for backup at all times. Digital ticket sales booths must be hardwired.

H. 350 wireless scanners for approximately 80 carnival rides and 60 carnival games. Scanners must be robust, durable, have customizable settings and redemption capabilities and battery backup. The scanners should be wireless with 100% wireless redundancy with the ability to scan barcodes from a mobile device. Scanners must be configured such that Fair guest cell phone usage does not disrupt operation. Provide pictures and specs of the scanners that will be provided.

I. The Proposer is responsible for configuring scanners to redeem the number of digital tickets for each scanner at the 22nd DAA's direction. Proposer must have the ability to secure scanners so only the administrator can change the scanners. Proposer to manage the daily check-in and check out of scanners to ensure scanners are properly charged and maintained. 10 ready to use replacement scanners for backup are required at all times. Scanners will be rented by the 22nd DAA with the 22nd DAA collecting the fees from the independent ride operators. All scanners used for the carnival game operation are to be provided to the 22nd DAA free of charge. Please indicate in the financial section the rental fee for each scanner not to exceed $400 each for the duration of the San Diego County Fair.

J. Two customer service booths must be provided and staffed by Proposer during all hours of the Fair's midway operation. Proposer shall maintain one customer service booth in the Fair's Fun Zone area and one customer service booth in the Fair's Kid Zone area to provide general customer support, including without limitation, assisting customers with digital ticketing questions, resolving digital ticketing issues, and providing basic customer service (e.g., carnival ride height requirements, bathroom location, etc.) The customer service booth must have quality appearance, be customizable and not be older than 5 years. Proposer must maintain and provide the 22nd DAA with written customer service reports.
K. The Proposer will provide customizable reports so that the 22nd DAA is able to easily retrieve accurate on-line, minute-by-minute information on all digital ticket transactions at various levels of detail.
L. A robust system backup with security measures and encryption designed to protect and secure the system's integrity and 22nd DAA and customer data. The system must protect customer and 22nd DAA data from any and all unauthorized internal or external access. The sales data captured in this system will belong solely to the 22nd DAA. Access to this data shall be limited to 22nd DAA authorized staff.
M. Complete daily financial data must be made available to the 22nd DAA finance department, which financial data must include daily sales broken down by cash and credit, daily ride and game redemption individually as well as by owner, a complete seller analysis that will allow the 22nd DAA to balance each seller to the money room, daily APP sales, daily kiosk sales, individual ticket type sales, and any other report upon request of the finance department.
N. System must have the ability to handle extremely heavy walk up traffic.
O. The system should include a proven, reliable and customizable application approved for mobile iOS and Android-based mobile operating systems available for download on the mobile device at no charge to the consumer.
The application also must include:

1. The ability to purchase and redeem digital tickets with mobile device allowing the guest to bypass ticket booths.
2. Security measures to avoid fraudulent sales such as verifications that match the security of credit card transactions. IE: address/zip/CCV
3. The ability to view balances and usage history.
4. The ability to reload devices with credit.
5. The ability to collect e-mail and other data from users for marketing purposes.
6. A secure system of collecting customer data that is managed and agreeable to the 22nd DAA.

Q. The following services are to be included with the digital ticketing system:

1. Complete installation, configuration, and testing of all aspects of the system including hardwired and wireless connectivity prior to June 3, 2020.
2. Configure scanners, kiosks and POS system prior to the event and all maintenance and repair as necessary during the event.
3. 24/7 customer service support team prior to and during the event.
4. All training needed for sales and redemption team members prior to opening of the Fair.
5. All necessary system backup equipment for contingency purposes.
6. All real time customizable reports on demand as requested by management.
7. Final teardown and removal.

3.5 DIGITAL TICKETING SYSTEM REQUIRED DOCUMENTS

The following documents must be provided with your technical proposal. Failure to provide any of these documents will cause your proposal to be scored negatively.

A. Provide a narrative or evidence that describes or validates how the digital ticket system meets or exceeds all of the requirements identified above in Section 3.4, subsections A through Q.
B. A detailed description of at least 3 events at which you have provided a hardwired data connection for a complete digital ticketing system, along with a wireless system for redundancy (e.g., WiFi, cellular service, cloud based service, etc.) Provide supporting evidence such as photographs and detailed descriptions of hardwired equipment.
C. Provide a detailed narrative that describes all of the security protocols developed in the system or outside the system that prevent opportunities for unauthorized access, fraudulent financial
transactions, manipulation of the 22nd DAA's data, protection of data, and protection of customer
data and personal information. This may include, for example, external audits that confirm sales
transactions and protection from unauthorized manipulation of data and transactions etc.
D. Describe how independent carnival ride operators will be trained to use Proposer's system,
including without limitation scanner operation.

3.6 STATEMENT/SCOPE OF WORK – GAME OPERATIONS

Payment for all carnival rides and games must include a cashless and 100% digital tickets - no cash
is accepted. The Proposer awarded this contract will be required to provide the 22nd DAA with 1739
linear feet of carnival games of skill in a variety and quantity approved by 22nd DAA management
(including a minimum of 7 group games) for the full run of the Fair for each calendar year during the
term of the contract.

If the Proposer is subcontracting the digital ticketing system, the Proposer must own and operate at
least 80% of the carnival games (see Section 3.1 above for further details). If the Proposer owns and
operates the digital ticketing system and is subcontracting the carnival game operation, one carnival
game subcontractor must own at least 75% of the carnival games. The remaining 25% of the carnival
games may be subcontracted to one or more additional subcontractors. Sub-contractors are subject
to all the same terms and conditions of the RFP, the Licensee Handbook and all applicable insurance
requirements. Proposer must maintain access to every carnival game owned or operated by a
subcontractor throughout the duration of the Fair. For the 2020 San Diego County Fair, the
successful Proposer may begin the set-up of games on June 3, 2020. Tear down may begin July 6,
2020 but must be completed by July 7, 2020. The set-up and tear down dates may vary from year to
year throughout the contract term.

The Proposer's carnival game operation is required to meet the following conditions:

A. Provide a non-agent game operation (see Exhibit A, Licensee Handbook, at p. 9).
B. Maintain a minimum 25% stock throw.
C. Maintain a proven electronic "Inventory and Reporting System" for tracking all game operations
   and game inventories to include stock giveaways within the footprint.
D. Provide the 22nd DAA with daily detailed stock reports for individual games.
E. Provide the 22nd DAA with daily stock invoices with the ability to identify stock used per game.
F. Present all carnival games in a clean and professional look with uniform paint and canopy colors.
   This requirement includes carnival games owned and operated by subcontractors.
G. Payment to the 22nd DAA will be a specific percentage of all gross revenues through the carnival
   game operation, or a flat rate of $800,000.00, whichever is greater. Proposer must include in its
   financial proposal the specific percentage the Proposer intends to share with the 22nd DAA. This
   percentage may not be less than twenty six (26) percent. For example, in 2019, the 22nd
   DAA received 24.5% of gross revenues for all carnival games operated at the Fair.
H. Permit the 22nd DAA to operate one (1) carnival game (20x12), which is owned and managed by
   the Friends of the San Diego County Fair. The Friends of the San Diego County Fair may, at their
discretion, select the operator of this carnival game.

3.7 GAME OPERATIONS REQUIRED DOCUMENTS

The following documents must be provided with your technical proposal. Failure to provide any of
these documents will cause your proposal to be scored negatively.

A. If the Proposer is subcontracting the carnival games, the proposal must comply with the
   subcontracting requirements discussed in this RFP. The Proposer must provide a detailed
   narrative disclosing its relationship with each subcontractor. In addition, the Proposer must
provide written evidence that the required percentage of carnival games are owned, and have been operated by, the Proposer, or one subcontractor, for a minimum of three (3) years.

B. A list of carnival games currently available to Proposer including, the name of each carnival game, the name of owner of each carnival game, the category for each carnival game (adult or child), the manufacture date for each carnival game, the dimensions of each carnival game, the number of attendants required to operate each carnival game, and, the pricing and prize structure of each carnival game. Scoring of this section will be on the breadth, depth, value, and whether a carnival game is owned and operated by the Proposer or Proposer’s sub-contractor(s). If the carnival game equipment is owned by another entity, Proposer must provide a copy of the complete written agreement between Proposer and the carnival game owner, a copy of the carnival game owner’s insurance certificate(s), and copies of all relevant licenses to operate the carnival game(s) in the State of California. Proposer must demonstrate that these carnival games will be available for the duration of the Fair.

C. Provide a written narrative explaining how the “non-agent approach,” as outlined in the Licensee Handbook, has been achieved at past events and how it will be applied at the Fair.

D. Provide 10 or more pictures of all aspects of proposed carnival game operation, and provide information on when and where each photo was taken.

E. Provide no less than four (4) photos of past game signage similar to that outlined in the Licensee handbook. Include the date and location of each photo.

F. Provide a written narrative of the carnival game stock operation, including how stock is managed and how Proposer has achieved the 25% minimum stock throw, as outlined in the Licensee Handbook, at past events and how it will be achieved at the San Diego County Fair. Include examples of past stock reports.

G. Provide a written narrative outlining your company’s hiring practices, staffing plan, and appearance of the game attendants. Because the San Diego County Fair prefers that carnival game attendants be paid an hourly wage, rather than on commission, please confirm if you pay, or intend to pay, your carnival game attendants an hourly wage and not a commission.

H. Provide a written narrative of the housing provided to carnival game attendants at past events and a carnival game attendant housing plan for the 2020 Fair. Please provide up to 3 pictures of planned housing.

I. Provide a detailed plan explaining how the Proposer intends to maximize revenues in the carnival game operation.

J. Provide at least (one) 1 aerial photograph from the past three (3) years showing the size and scope of the carnival game operation owned and operated by Proposer.

K. Describe your experience working with providers of online purchases-wristbands for “pay one price days”, pre-sale opportunities, etc. Include examples of the fees charged by these providers.

L. Provide a list of promotions you have provided as the primary carnival game at past events and would propose providing at the San Diego County Fair. Be specific as to when, where and the results of the promotions utilized in the past.

M. Provide a list of all subcontractors and the carnival games that are owned, and that will be operated by, each subcontractor. Please also provide evidence of insurance for each subcontractor and a narrative detailing each subcontractor’s experience, qualifications, licenses and certifications.

3.8 DEMONSTRATION / PRESENTATION

In addition to the written proposal, Proposers will be invited to give a presentation not to exceed one (1) hour that must include a demonstration of Proposer’s digital ticketing equipment and systems, reporting, and functionality of the mobile iOS and Android-based application. 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.
3.9 22ND DAA RESPONSIBILITIES

A. The 22nd DAA will provide mutually agreed upon space for stock inventory operation.
B. The 22nd DAA will provide with mutually agreed upon office space for operation of digital ticket system and carnival game operation if needed.
C. The 22nd DAA will provide one radio to interface with 22nd DAA midway admissions staff.
D. The 22nd DAA will purchase all pay-one-price and fast pass wristbands.
SECTION 4.0
RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

4.1 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 by the 22nd DAA*, if any, will be made in writing by way of an addendum issued pursuant to paragraph 4.2 below.

*Clarifications by the 22nd DAA*, if issued, will be given by written notice to all parties to whom the 22nd DAA had sent notice of the RFP and to persons or entities who have requested to be given notice of any modification or notices.

4.2 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.*

4.3 DEFINITIONS

The use of “shall,” “must” or “will” indicates a *mandatory* requirement or condition in this RFP. Failure to comply with such mandatory requirements or conditions may, at the sole and absolute discretion of the 22nd DAA, result in the disqualification of a proposal.

The words “should” or “may” indicate a *desirable* attribute or condition, but are permissive in nature and may affect the score the proposal receives.

4.4 GROUNDS FOR REJECTION OF PROPOSAL

A proposal **shall** be rejected 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 misdelivery.

- The Proposer has submitted multiple proposals in response to this RFP, without formally withdrawing other proposals.

- The Proposal does not meet all of the Minimum Required Qualifications identified in Section 3.2 of this RFP.

A proposal **may** be rejected if-

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• It is not prepared in accordance with the required format, or all information is not included as required by this RFP.

• It is conditional or has deviations that take material exception to the RFP requirements or, if in the 22nd DAA’s opinion, it fails to consider or address major RFP requirements or sections of the statement work to the degree that it becomes non-compliant.

• 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.)

• It is unsigned.

4.5 STATES 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 reserves the right to reject any or all of the proposals in part or whole; re-advertise this RFP; postpone or cancel this RFP process at any time; or waive any irregularities in this RFP at any time during the process.

4.6 PROTESTS

A Proposer 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 proposed award was posted. 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 posting period, if no protest is filed, the contract is 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.

**PLEASE NOTE:** 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.

### 4.7 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 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.

### 4.8 CONFIDENTIALITY OF PROPOSALS

The 22nd DAA will hold the contents of all proposals in confidence until issuance of the Notice of Proposed Award; once issued and posted, no proposal will be treated as confidential.

### 4.9 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. In addition, a 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 on that basis be rejected.
SECTION 5.0

EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to 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, but is not required to, interview a Proposer for clarification purposes only. The Proposer will not be allowed to ask questions concerning other proposals, but may only respond to clarification questions from the Committee. Proposals cannot be amended by the Proposer after the time and date designated for receipt.

5.1 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 submittal (receipt) was received by the deadline time and date;
- The RFP’s physical format requirements were met; and
- The required forms and documents were included with the submittal.

This is not a public review.

B. Proposals that meet the submittal format requirements, as stated in the previous paragraph “A,” will be submitted to the Committee for:

- Review of Proposer’s qualifications and experience to determine if the minimum requirements have been met;
- Confirm that the information is presented in the format required by the RFP; and
- Confirm that all required documents are included and correctly executed.

Proposals that do not present the minimum qualifications, the information in the format required, or provide the required documentation shall be rejected as non-responsive.

This is not a public review.

C. The 22nd DAA reserves the right to verify any references and experience 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 proposal that is deemed responsive and assign points to the technical proposal based on quality and completeness, the Proposer’s experience and qualifications, quality of proposed personnel, and/or management plan. Review of the technical proposal is conducted by the Committee without influence of price.

E. The Committee will schedule interview(s)/presentation(s) with Proposers that meet the requirements of paragraphs “A” and “B” above. The Proposers will be allowed a one (1) hour presentation that must include a demonstration of Proposer’s digital ticketing equipment and systems, reporting, and functionality of the mobile iOS and Android-based application. 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. Following the
presentation, the Committee may interview the Proposer and ask for clarification of the proposal. Following any interview/presentation(s), the Committee members may decide to re-score proposals based on clarification gained by the interview/presentation.

F. In order to obtain the average technical score for each Proposer, the total points of each reviewer will be added up for each Proposer and the result divided by the number of people on the Committee.

G. The “Financial Proposal” of all Proposers that meet the minimum required qualifications of this RFP will then be opened. 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%).

H. Selection of the award is based on the highest score of the responsive proposals, as described in Sections 2.8 of the RFP. Please refer to the Financial Proposal Form for additional information. In the event of a tie, the Contract shall be awarded to the Proposer with the higher score on the Technical Proposal. In the event that there is a tie on Technical Proposal, the tie will be broken by the toss of a coin by the Contracts Manager or designee in the presence of any authorized representative of the proposers.

I. All Proposers will be notified of the results. Notice of the proposed award will be posted for five (5) working days at the 22nd DAA’s Contracts Department. During that period of time, a protest may be filed. (See, Section 4.6, supra.)

5.2 EVALUATION CRITERIA TO BE REVIEWED AND SCORED IN EACH SUBMITTED PROPOSAL

5.2.1 Minimum Qualifications – See Section 3.2 for details (Pass or Fail)

5.2.2 Technical Proposal Digital Ticketing System- Experience, Qualifications & Ability to Perform or Satisfy the 22nd DAA’s Requirements (100 points possible)

5.2.3 Technical Proposal Carnival Game Operations- Experience, Qualifications & Ability to Perform or Satisfy the 22nd DAA’s Requirements (100 points possible)

5.2.4 Financial Proposal - Cost/Price Component (Maximum 100 Points Possible)

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

The technical proposal consists of two components - the digital ticketing system component and the carnival game operation component. Each component has a maximum point value of 100 points for a combined value of 200 points.

5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

The following describes the evaluation criteria for scoring and composition that will be used to determine point values for the digital ticketing system component of the technical proposal. Based upon the information/composition provided in the “Digital Ticketing System 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.

a. Proposer’s Relative Experience and Qualifications - (30 points)
Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer's technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity to the midway operations San Diego County Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

b. **Staffing and Management** - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel's level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA's digital ticketing system requirements. Identify key staff members, describe each key staff member's experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:
• education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
• a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
• a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
• a brief description of relevant services provided to other clients; and
• other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

• Items A – D in Section 3.5 Digital Ticketing System Required Documents
• How the proposed solution meets all of the requirements described in the scope of work;
• All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
• Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
• Proposed organization of work & method is sound and reasonable;
• How the projected timeline meets or exceeds expectations;
• Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
• The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
• Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
• Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
• Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
• Explain in detail Proposer's back-up plan should the digital ticketing system experience a complete failure; and
• Explain in detail how Proposer will integrate the 22nd DAA's credit card merchant system.
• Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

The following describes the evaluation criteria for scoring and composition that will be used to determine point values for the carnival game operation component of the technical proposal. Based upon the information/composition provided in the “Carnival Game Operations 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.

a. Proposer’s Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer’s subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the San Diego County Fair.

Proposer must include:

• the name of project;
• a brief description of organization or company;
• a contact person and current telephone number;
• a brief description of scope of work; and
• notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

• dated;
• signed; and
• printed on corporate letterhead or result in deduction of points.

b. Staffing and Management - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel’s level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.
Include an organization chart, which clearly delineates communication/ reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA's carnival game operations requirements. Identify key staff members, describe each key staff member's experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.
5.3.3 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**

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Compliant 0%</td>
<td>Fails to address the component or the Proposer does not describe any experience related to the component.</td>
</tr>
<tr>
<td>Poor 1-30%</td>
<td>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.</td>
</tr>
<tr>
<td>Fair 31-70%</td>
<td>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.</td>
</tr>
<tr>
<td>Good 71-80%</td>
<td>The response fully addresses the section and provides a good quality solution. Good degree of confidence in the Proposer's response or proposed solution.</td>
</tr>
<tr>
<td>Excellent 81-90%</td>
<td>All considerations of the section are addressed with a high degree of confidence in the Proposer's response or proposed solution.</td>
</tr>
<tr>
<td>Outstanding 91-100%</td>
<td>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.</td>
</tr>
</tbody>
</table>

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 "Section 5.3.1 a Digital Ticketing System Proposer's Relative Experience and Qualifications" (maximum 30 points) is determined to be “Excellent 90%” it will receive 27 points (0.9 x 30). If another Proposer in the same category is “Fair 70%” it will receive 21 points (0.7 x 30).

5.3.4 FINANCIAL PROPOSAL - Cost/Price Component (Maximum 100 Points Possible)

The Proposer is required to share twenty six (26) percent or greater of the gross revenue from the carnival games with the 22nd DAA. The financial proposal that provides the 22nd DAA the highest percentage of the gross revenue from the carnival game operation shall receive 100 points. The score for each of the lesser financial proposals shall be determined utilizing the following formula: the next lowest percentage proposal being scored will be divided by the highest percentage financial proposal and then multiplied by 100 points. For illustrative purposes only, below is a table showing the Financial Proposal scores that would be awarded to three proposers based on the following proposals:

- Proposal No. 1 – 22nd DAA retains 41% of gross revenue from carnival game operation
- Proposal No. 2 – 22nd DAA retains 39% of gross revenue from carnival game operation
- Proposal No. 3 – 22nd DAA retains 37% of gross revenue from carnival game operation
<table>
<thead>
<tr>
<th>Proposal</th>
<th>Proposed Gross Revenue Share to 22nd DAA</th>
<th>Points Awarded</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal No. 1</td>
<td>41%</td>
<td>100 points</td>
<td>Maximum point value awarded to Proposer that provides highest percentage of gross revenue share to 22nd DAA</td>
</tr>
<tr>
<td>Proposal No. 2</td>
<td>39%</td>
<td>95.12 points</td>
<td>(39% + 41%) x 100 = 95.12</td>
</tr>
<tr>
<td>Proposal No. 3</td>
<td>37%</td>
<td>90.24 points</td>
<td>(37% + 41%) x 100 = 90.24</td>
</tr>
</tbody>
</table>
SECTION 6.0

MANDATORY FORMAT AND CONTENT REQUIREMENTS

6.1 INTRODUCTION

This section provides instructions to the Proposer regarding the mandatory proposal format and content requirements.

The Proposer must remember that:

- All proposals submitted must follow the proposal format instructions;
- All information must be presented in the order and manner requested;
- All questions must be answered; and
- All requested data must be supplied.

Proposals not following the required format may be deemed non-responsive and therefore rejected.

6.2 PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as two (2) separate documents placed in two (2) separate sealed packages; both sealed packages are inserted into a third package. All packages need to be clearly labeled in the manner described in Section 2.7.

Package #1 – Technical Proposal

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.

Page One of the Proposal:

The first page of the Proposer’s “Technical Proposal” must be a signed 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 19-04, 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.

Table of Contents (these materials should be included after the signed cover letter):

- Proposer’s Technical Proposal as described in Section 5.3.1 and 5.3.2;
- a completed, dated and signed “Proposer/Contractor Status Form”;
• Certificate re California Government Code 1090 Disclosure of Interests Form;
• a copy of the “Small Business Certification Approval Letter”, if Proposer is claiming the Small Business Preference;
• 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 to application to OSDS.
• Or, if the Proposer is claiming the preference as a non-small business subcontracting with certified SB/MB (s), the Proposal must include written confirmation listing the small businesses that Proposer commits to subcontract with for a commercially useful function in the performance of the contract with the 22nd DAA. The list of subcontractors must include the following information for each subcontractor:
  1. Name;
  2. Address;
  3. Phone Number;
  4. Description of work to be performed;
  5. Dollar amount or percentage per subcontractor.

The written confirmation must also include the subcontractor’s certification or indicate whether the subcontractor’s application(s) are on file with OSDS.
• a copy of Proposer’s current insurance certificate.

Package #2 - Financial Proposal

The Financial Proposal Form must be completed, signed and dated.
SECTION 7.0

REQUIRED FORMS AND DOCUMENTS SECTION

7.1 FORMS TO BE COMPLETED AND SUBMITTED BY PROPOSER

- Proposer/Contractor Status Form**
- Certificate re California Government Code 1090 Disclosure of Interests Form
- Small Business Documentation, if applicable, as described in Section 2.9
- Applicable DVBE Documentation as described in Section 2.11
- Financial Proposal Form

**** 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.

7.2 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)

Form shown with an asterisk (*) can be located at:

http://www.ols.dgs.ca.gov/Standard+Language/default.htm

- Standard Agreement (Exhibit C)
- Payee Data Record
- Contractor Certification Clauses
- Special Contract Terms and Conditions
- * General Contract Terms and Conditions
- Insurance Requirements
- 2020 Licensee Handbook (Exhibit A)
- 2019 Arial Photos (Exhibit B)
- 22nd DAA Conservation Policy (Exhibit D)
- Preventing Storm Water Pollution (Exhibit E)
PROPOSER/CONTRACTOR STATUS FORM

RFP #19-04

Contractor’s Name_________________________________________ Federal Employer ID #________________________

(full business name)

Address _______________________________________________________ County ________________________________

City ________________________________________________________ Zip Code ______________________________

(principal place of business)

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 and complete name of the sole proprietor: (i.e., “John Roe Smith”, not “J. Roe Smith” or “John R. Smith”)

______________________________________________________________________________________________

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

If a partnership, list each and every individual partner, (1) identifying each individual partner’s full name; (2) stating whether each individual partner is a limited partner or a general partner; and (3) identifying the specific interest of each individual partner 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 conduct business in California: _______________ (Date)

Current officers

President: ___________________________ Vice President: ___________________________

Secretary: ___________________________ Treasurer: ___________________________

Other Officers: ___________________________

RETURN THIS FORM WITH YOUR PROPOSAL
Status Form Page 1 of 2
PROPOSER/CONTRACTOR STATUS FORM (Continued)

RFP #19-04

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 business name statement 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 bid package.

Your small business ID number: ____________________________

Pending Litigation or Hearings

List any civil or criminal litigation, administrative hearings currently pending or filed against the Proposer's organization, owners, officers or employees, within the last three years. State the case number, cause(s) 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 & Title)  (Signature)

________________________________________________________________________________________

(Date)

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

RETURN THIS FORM WITH YOUR PROPOSAL

Status Form Page 2 of 2
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

I ____________________________ as a representative of
Print Name

Name of Proposer ("Proposer")

and with the authority, acknowledge that, the above Proposer has read, understands, and agrees to
comply with (1) the requirements of California Government Code, Section 1090 et seq.; and (2) any and
all other conflict of interest and ethics laws applicable to Proposer in 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") and 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 California law, including
  Government Code Section 1090, et seq., may be considered void and the Proposer shall not be
  entitled to any reimbursement or compensation for the Proposer's performance of the resulting
  Agreement, including reimbursement of costs or 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 rights and remedies at law and in equity concerning
  any such violation.

The Proposer agrees to provide a written list to the Contact Person listed on the cover of the RFP
identifying all known, suspected, or potential financial or familial interest with any 22nd DAA director,
official, officer or employee and/or their respective immediate family members, 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
Certificate re CGC 1090 and Disclosure Form
Page 1 of 2
Certificate re California Government Code 1090 and Disclosure of Interests
RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

"Continued"

☐ I certify that I have no known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA.

☐ 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)

☐ 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.

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
Certificate re CGC 1090 and Disclosure Form
Page 2 of 2
FINANCIAL PROPOSAL FORM  
RFP #19-04

In order to submit a financial proposal, the Proposer must abide by all of the parameters as set forth in this RFP. This Financial Proposal Form is submitted for the entire work as described, and shall be used for comparison and evaluation purposes. This form may not be modified. Any changes made to this form, including but not limited to exceptions, deletions, or additions, may be the basis for rejection of the Proposal. Certified small business Proposers who have included in their proposal a copy of their Small Business Certification Approval Letter shall be granted the applicable preference. The preference shall not exceed five percent (5%). The financial proposal is worth up to 100 points. The financial proposal that offers the highest percentage of gross sales from the carnival game operations to the 22nd DAA shall receive 100 points. The score for each of the other financial proposals shall be determined utilizing the following formula: divided the percentage of gross sales included in the financial proposal by the highest percentage of gross sales, then multiplied by 100 points (e.g. 25% ÷ 30% = .83 x 100 = 83 points). See Section 5.3.4 of this RFP for more details regarding scoring of the financial proposal component of this RFP. The financial score will be added to the technical score to achieve the over-all score for each proposer.

- In the event of a tie, contract shall be awarded to the Proposer with the higher score on the Technical Section.
- In the event of a tie on the Technical Section between two Proposers, the tie will be broken by the toss of a coin by the Contracts Manager, or designee, in the presence of any authorized representatives of the Proposers. In the event of a tie on the Technical Section 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 Contract’s Manager, or designee, shall be the deemed the winning Proposer.

Line Item #1: As described in the Statement/Scope or Work, the Proposer must provide, install, and maintain a complete and fully operational digital ticketing system for all rides and games at the SD County Fair at no cost to the 22nd DAA. In exchange for this valuable system, the 22nd DAA will authorize the Proposer to operate all but one of the carnival games at the SD County Fair for the duration of the fair. Proposer shall share with 22nd DAA a percentage of the gross sales from the game operations at the SD County Fair. The percentage of gross sales offered by the Proposer shall be fixed for the duration of the contract. The minimum allowable share to the 22nd DAA is twenty six (26%) percent.

Line Item #2: All labor, materials, equipment, taxes, fees or other costs to provide (1) the digital ticketing system for all rides and games at the SD County Fair and (2) the carnival game operation at the SD County Fair shall be the responsibility of, and paid for entirely by, the Proposer. In exchange, the Proposer will receive a portion of the gross revenue from the SD County Fair carnival game operation, less the 22nd DAA’s percent share (Line Item #1). The only exception to this is the “rental fee” for digital ticketing system scanning devices that must be used by ride operators during the SD County Fair. The 22nd DAA will charge each ride operator its share of this pass through cost. The rental fee for the handheld digital ticketing system scanning devices will be for the duration of fair, fixed for the contract term and shall not exceed $400.00 per handheld digital ticketing system scanning device per year. No other costs will be allowed under the resulting agreement from this RFP.
FINANCIAL PROPOSAL FORM (Continued)
RFP #19-04

Proposer offers to provide the digital ticketing system and carnival game operations for the San Diego County Fair as described in the statement/scope of work of this RFP and detailed above for their share of game revenue, with the exception of the rental fee for the handheld digital ticketing system scanning devices. The 22nd DAA will receive the percentage of gross game revenue stipulated below. All other costs, including all labor, materials, equipment, fees and California sales tax if applicable will be the bourdon of the Proposer.

<table>
<thead>
<tr>
<th></th>
<th>22nd DAA's Share of the Annual Gross Revenue from Carnival Game Operations. The 22nd DAA’s share may not be less than 26%.</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>#2</td>
<td>Hand Held Wireless Scanner Annual Rental Fee (NTE $400.00 each per year)</td>
<td>$</td>
</tr>
</tbody>
</table>

Are you claiming preference as a small business?  
[ ] Yes  [ ] No

If yes, Proposer must submit the Small Business Certification Approval Letter with the technical proposal package. All Proposers’ must provide the following information and sign this form in order for the “Financial Proposal Form” to be considered.

FIRM NAME

COMPLETE MAILING ADDRESS

CITY, STATE, ZIP CODE

FEDERAL IDENTIFICATION NUMBER

TELEPHONE NUMBER

FAX NUMBER

Proposer certifies to the 22nd DAA that Proposer has thoroughly familiarized him/herself with the terms and conditions of this RFP and any addenda, and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the RFP would have revealed. **Important:** It is the Proposer’s responsibility to ascertain and confirm, they have received all addenda issued to this RFP before submitting a proposal. The Proposer must acknowledge their receipt of all Addenda in the space provide bellow. Your failure to acknowledge all Addenda will result in your proposal being found non-responsive.

List and acknowledge all addenda here: 

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

PRINT NAME & TITLE

SIGNATURE

DATE

RETURN THIS FORM WITH YOUR PROPOSAL

Financial Proposal Page 2 of 2
2020 SAN DIEGO COUNTY FAIR

Presented by

22ND DISTRICT AGRICULTURAL ASSOCIATION

of the

STATE OF CALIFORNIA

Gavin Newsom..............................................................................................Governor

2020 22nd DAA BOARD OF DIRECTORS

Richard Valdez ...............................................................................................President
Lisa Barkett .................................................................................................Vice President
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Fred Schenk ..................................................................................................Director
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David Watson ...............................................................................................Director
Timothy J. Fennell .........................................................................................CEO / General Manager

Managing staff:

Katie Mueller ...............................................................................................Deputy General Manager Fairtime Operations
Donna Ruhm .................................................................................................Concession Director
Tony Guadagno ............................................................................................Midway Manager
2020 SAN DIEGO COUNTY FAIR
22nd District Agricultural Association

Game Operator Licensee’s Handbook

FAIR DATES
June 5, 2020 through July 5, 2020
Closed Mondays

MIDWAY OPERATING HOURS

All rides, games and food will be required to open and close in compliance with the hours established below, however, these hours may be subject to change at the discretion of the Midway Management, whose decisions on such matters are final.

**ADULT FUN ZONE:**

<table>
<thead>
<tr>
<th>Opening Hours</th>
<th>Closing Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 5 (Friday)</td>
<td>4 p.m.</td>
</tr>
<tr>
<td>Tuesday – Friday</td>
<td>Noon</td>
</tr>
<tr>
<td>Saturday, Sunday</td>
<td>11:00 a.m.</td>
</tr>
<tr>
<td></td>
<td>Sunday – Thursday approx. 11:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>Friday &amp; Saturday approx. 12:00 a.m.</td>
</tr>
</tbody>
</table>

**KID ZONE:**

<table>
<thead>
<tr>
<th>Opening Hours</th>
<th>Closing Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 5 (Friday)</td>
<td>4 p.m.</td>
</tr>
<tr>
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<td>Noon</td>
</tr>
<tr>
<td>Saturday, Sunday</td>
<td>11:00 a.m.</td>
</tr>
<tr>
<td></td>
<td>Sunday – Thursday approx. 10:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>Friday &amp; Saturday approx. 11:00 p.m.</td>
</tr>
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DEFINITION OF TERMS:

22nd DAA or STATE OF CALIFORNIA:
Owners and operators of the San Diego County Fair

DISTRICT:
The San Diego County Fair, 22nd District Agricultural Association, its consultants, management and staff

INDEPENDENT MIDWAY:
Rides/shows, games and food individually contracted

LICENSEE:
Ride/show, game and food owners

OPERATOR/EMPLOYEE:
Person(s) operating rides/shows, games or food stands

IT IS THE RESPONSIBILITY OF THE LICENSEE TO FAMILIARIZE YOURSELF AND YOUR EMPLOYEES WITH THE FOLLOWING RULES AND REGULATIONS.

For Further Information Contact:

CONCESSIONS OFFICE
P.O. Box 1088
Solana Beach CA 92075
(858) 792-4218
Fax (858) 792-4236
Introduction

The San Diego County Fair Midway is substantially different than that of a single carnival operation at a fair. It is composed of a number of individual, independent ride and food owners and a single game operator.

The game operator is selected through the RFP process administered by District management. All State established criteria for carnivals in operation of a state-funded fairgrounds are operative in the San Diego County Fair Midway, with additional criteria developed by the 22nd DAA management and staff specifically applied to the participation in the San Diego County Fair Midway.

GENERAL OPERATING POLICIES AND PROCEDURES

Employees or their families or officers of the 22nd DAA may not have a financial interest in any ride, game or food operation on the fairgrounds.

The misrepresentation of any ride, game and/or food ownership; operation, or appearance on the application and photographs accompanying applications shall be grounds for immediate removal from the San Diego County Fair, and the owner of such equipment waives all claims for damages against the 22nd DAA, San Diego County Fair, its officers, agents and employees.

District management reserves the final and absolute right to interpret rules and regulations and to arbitrarily settle and determine all matters, questions or differences in regard thereto, or otherwise arising out of, connected with, or incident to the San Diego County Fair Midway. It further reserves the right to determine unforeseen matters not covered by these rules, and to amend to or add to these rules as in its judgment it may determine necessary.

It is written policy of the State of California and further reinforced by this management that under no circumstances at any time shall there be any gifts or gratuities offered to an employee or officers of the 22nd District Agricultural Association as they are not permitted to accept them. Nor is any Licensee obligated or expected to offer discounts, gifts or gratuities to any District staff. Owners/Concessionaires solicited by District employees or officers of the 22nd District Agricultural Association for free gifts or services should immediately report such incidents to the Concessions Director.

ACCIDENTS/INCIDENTS
It is mandatory that all incidents and/or injuries are reported to the Midway Office immediately.

BADGING
Photo I.D. badges issued by the San Diego County Fair must be worn as prescribed by the San Diego County Fair in public view at all times by all on-duty midway employees, owners, and operators.

I.D. badges are the property of the San Diego County Fair. Persons terminated or leaving employment prior to the conclusion of the fair must return their photo I.D. before leaving the fairgrounds.
CLEAN UP & WATER USE DURING SET-UP
Run off that does not go directly into the sewer system is a violation of the Clean Water Code. (Please refer to attached Exhibit G) Therefore, water use for any equipment will be strictly prohibited.

CLOSING NIGHT PROCEDURES
All ride, game and food owners will be given closing night procedures and schedules for July 5, 2020. Please be sure that you read them and instruct your personnel involved in closing accordingly.

DRUG TESTING
All Midway Personnel must pass a drug test for employment on the midway and are thereafter subject to random testing. There will be no re-testing for those who have tested positive for substance use.

ECO GUIDELINES
The Fairgrounds is in a beautiful location right on wetlands, Steven’s Creek, San Dieguito River and the Pacific Ocean. This reminds us every day that we are responsible for our treatment of the environment. Our expectation is that while you are here you will also treat these resources with the respect that they deserve by following our very simple Eco Guidelines.

- **Batteries**  AAA-DDD batteries (no auto batteries) must be collected and recycled separately from the blue recycling bins. Please take them directly to the staff at the Recycling Yard located in the Red Lot near the Fire Station and Warehouse.
- **Hazardous Waste**  Paint, paint materials and all other hazardous wastes MUST be taken with you when you leave.
- **Ice & Other Liquids**  Put all unwanted ice in the wash rack in the Maintenance Area. Please do NOT put ice or any other liquid in planters or on the ground.
- **Lighting**  All lighting must by LED lighting (prohibited—fluorescent, halogen, incandescent lights)
- **Packaging Peanuts**  Unwanted packaging peanuts MUST be bagged in a CLEAR bag and thrown into a trash bin. Do NOT put these in a recycle bin. If your packaging peanuts blow away, you are responsible for chasing them down & keeping them from becoming litter.
- **Prohibited Materials**  Styrofoam/polystyrene product containers are prohibited. All containers must be made of paper or compostable material (no plastic).
- **Recycling**  Cardboard boxes must be emptied, broken down and recycled. Flattened boxes are to be deposited into the designated BLUE 3 yard bins located behind buildings or in your designated area. Bottles & Cans go in the Blue wheeled containers.
- **Trash**  Each operator must keep their surrounding area free of trash. ALL trash must be bagged in CLEAR bags and deposited into trash dumpsters. DO NOT leave bagged trash next to smaller trash cans in public areas – these are for the use of guests. Every operator and employee will be responsible for sweeping all trash from in and around their booth, out to the front of the booth, at the close of business each day. The area surrounding balloon games must be monitored throughout the day and swept as needed. Empty cartons must not be placed behind or under equipment, nor should they be disposed of in the trash containers meant for public use. There will be a disposal unit for cartons outside of the midway gate.

*Fairgrounds staff will be monitoring all areas for proper compliance with Eco Guidelines. Violations will be issued accordingly.*
EMPLOYEE/OPERATOR GUIDELINES
Licensee shall be solely and absolutely responsible for the conduct and personal appearance of all personnel in his/her employ. It is the responsibility of the midway owners to ensure that all employee/operator behavior and appearance is acceptable to District Management. In addition, the following guidelines will be strictly enforced:

- Foul or abusive language will not be tolerated
- No employee shall touch, grab, or in any way physically restrain any customer
- Use of drugs or alcoholic beverages by midway employees/personnel will not be tolerated.
- Operators/employees shall be uniformly attired in District approved uniforms, ID badges visible, black or khaki pants only (no jeans)
- Proper closed-toe and heeled shoes (no flip flops) must be worn for safety purposes.
- Smoking, or any other use of tobacco or E Cigarettes, is prohibited for Fun Zone and Kid Zone personnel who are on duty. Tobacco use must be restricted to relief periods, safely away from the public view and attractions, such that matches, ashes and cigar/cigarette butts can be properly disposed of for safe and easy cleanup. The fairgrounds is a non-smoking / non-vaping facility for the public. The Concessions Department will apprise owners of suitable smoking areas out of public view for their personnel on break

An employee terminated for any reason must have approval of Midway Management before being rehired by another company. It is the responsibility of each owner to notify management of the termination of any employee (See also, BADGING)

Any employees/operator found to be in violation of these rules will be immediately removed from the fairgrounds and barred from working in any capacity at the San Diego County Fair.

HOUSING/LIVING QUARTERS
A limited number of jockey quarters and trailer spaces with full and partial hook ups are available for operators/employees working on the fairgrounds. Personnel are not permitted to stay on grounds until housing is available approximately May 25, 2020. All personnel staying on District property must adhere to Housing Rules and Regulations. Please note there will be no refunds for cancelled reservations.

INFRINGEMENTS
All infractions of the Rules and Regulations outlined in the Licensee’s Handbook will be documented. Infractions become part of the annual evaluation and may seriously jeopardize future participation.

LAWS: FEDERAL, STATE, COUNTY Participants must adhere to federal, state and county laws and ordinances — including but not limited to:

- POSSESSORY INTEREST TAX: This rental may create a possessory interest subject to property taxation and the licensees may be subject to the payment of property taxes levied on such interest. Information concerning the possessory interest tax that results from your contract with the 22nd DAA is available from the County Tax Assessor’s Office at 1600 Pacific Highway, San Diego, CA 92101, or by calling their office at (858) 505-6081. In brief the law states: “Under State law, a possessory interest is the taxable value for the private use of nontaxable public property. The taxable value of the possessory interest is determined by considering the length of the rental, the rental payments and the permitted use of space.”

Note: The property tax bill for the use of your space at the San Diego County Fair during June/July 2020 will not be issued by the County of San Diego until October 2020. Please remember that this is in addition to, and is not included in, any other payments that you make to the 22nd DAA.
• WORK PERMIT LAW
Licensees who employ youth under the age of 18 are required by law to insure such employee holds a valid work permit. This includes adhering strictly to all applicable child labor laws.

MEDIA
With a fair as large and complex as ours, it is important that all publicity information be coordinated through one office. ALL MEDIA/PR inquiries pertaining to the Fair and Fairgrounds must be cleared through the Public Information Officer for accuracy and timelines before they are distributed. Please contact the Public Relations/Information Officer Annie Pierce at 858-792-4262 or by email apierce@sdfair.com to coordinate prior to media outreach.

New media are always looking for story ideas, and they contact our public relations office to get them. By giving your information to this department, you will make your job easier as well as ours.

PARKING PERMITS
A limited number of parking permits will be issued to owners and authorized employees and will be valid only in designated areas.

PERMITS – CARTS
All carts must have a permit to be operated on the fairgrounds. Cart permits are available on a limited basis from the Concessions Office. Valid driver’s licenses are required to operate a cart.

SET-UP
Games and support equipment (including living quarters, storage and office units) must be positioned on the Fun Zone and Kid Zone with approval of the Midway Manager. Once a site is assigned, no placement of equipment or storage of merchandise outside that space, or on the exterior of any game, will be allowed without the prior approval of the Midway Manager. All set up must be completed in such a time and manner as to insure they are fully operational prior to the opening of the Fun Zone and Kid Zone.

SIGNS
All signs must be professionally made, neat in appearance and of a size and type approved by Midway Management. Hand-lettered signs, “paste-over” sign changes, hand-written sign corrections and felt marker signs are not permitted.

SKATEBOARDS/BICYCLES
Bikes are prohibited on the grounds other than those that are authorized by the District for Security and Medical personnel.

Skateboards or roller skates/blades are prohibited for personal transportation on the fairgrounds at all times.
SMOKING
The San Diego County Fair is a non-smoking facility (including E-Cigarettes)

SOUND
The use of any sound system, PA system, or noise-making device must have the approval of the Midway Management. Sound levels will be checked daily and shall not exceed 85 decibels at ANY time. Failure to observe this limit could result in revocation of the privilege. The decision of the Midway Management regarding sound levels will be final. Horns and sirens will not permitted after 10:00 pm

SUBLEASING
Licensees are strictly prohibited from subleasing, assigning or apportioning the whole or any part of the contracted space without prior written approval. THE CONTRACT OF ANY LICENSEE ENGAGING IN SUCH PROHIBITED ACTIONS SHALL BE SUBJECT TO IMMEDIATE CANCELLATION.

TOWING
Towing cars is necessary to maintain order in our parking lots and we will not hesitate to do so. In the event your vehicle has been towed please go directly to the Guest Services office where you will receive instructions on recovering your vehicle. Do not go to the Concessions Office, as we will be unable to help you.

UTILITIES
Licensees are responsible for the proper installation and operation of their equipment. The District will not be responsible for damage resulting from improperly wired or installed equipment. Owners must supply 100’ of lead wire and all appropriate "plug in" hardware that meets the requirements of the San Diego County Fair equipment. Hard wiring of electrical equipment is prohibited.
GAME OPERATIONS

IN ADDITION TO GENERAL POLICY AND PROCEDURES, GAME OPERATION MUST ADHERE TO THE FOLLOWING POLICIES AND PROCEDURES. INFRACTIONS OR VIOLATIONS OF THESE POLICIES MAY RESULT IN IMMEDIATE EXPULSION OF OFFENDER. REPEATED INFRACTIONS WILL RESULT IN REMOVAL OF THE GAME.

CASHLESS MIDWAY POLICIES
- ONLY DISTRICT ISSUED TENDER (i.e. digital tickets) IS TO BE ACCEPTED -- NO CASH TRANSACTIONS ARE PERMITTED AT ANY TIME
  - Only District issued scanners may be used and may not be altered.
  - All game play requires payment before each play. Charging after play is not permitted.
  - Attendant may not handle the player’s redemption card at any time.
  - Attendant is required to inform player of tickets deducted for each play and remaining balance.
  - Attendants with digital tickets or cash on their person while operating the game are subject to immediate termination—owners shall provide an area to store personal belongings.
  - All employees must attend digital ticketing system training sessions.
  - Operators will incur a rental charge for each scanner.
  - Price to play each game will be mutually agreed upon by District and Owner.

GAME APPEARANCE AND SIGNAGE
  - All equipment and canvas must be new or like-new and in a uniform style/color.
  - Only LED lighting is permitted
  - No obstacles shall be permitted to hinder the play of the player, i.e. low hanging plush on pitch games. All large items must be contained inside game. No stock is to be on the ground.
  - Every game shall have conspicuously posted, at all times while in operation, how the game is played and exactly what is required of the player in order to win each prize offered as well as game rule signs as provided by the District and must be visible at all times.
  - The District will provide a sign indicating the appropriate number of digital tickets required for play.
  - Signs must be of permanent type material such as wood, metal, plastic or Masonite, and the lettering shall be plainly legible to the public eye. All price signs must be in figures at least 4” (four-inch) in height and must be professionally made. Any restrictions on numbers or types of prizes which may be won by an individual player per day must be clearly posted.

GENERAL RULES
  - No game shall be permitted in which the outcome of the game is dependent upon the judgment of the attendant.
  - No flat stores, alibis, games of chance, or mixed games of chance and skill will be permitted.
  - No game of skill may be played without charge for use or play, or for an amount greater or less than the approved and posted cost of game. No free or “bonus” play may be provided as an incentive for customers to start games.
  - No personal items are to be given away as an incentive to play a game (i.e. Xbox, I-Pods, etc.)
  - Group games are limited to: one to three players win small toy; four and up equals choice.
  - Foul lines are not permitted for any game operation.
  - If the game requires the employee to stand outside the game, they must remain within 4 feet from counter as designated by tape on the ground (or matting)
• Bank-a-ball games shall have baskets or tubs secured in such a manner that they don’t move — NO edge shots are to be called. However, it may be constructed in such a manner that there is a device located on the edge devised to fall when struck.
• Approval must be received from management for the usage of microphones. The decision of Midway Management regarding sound levels will be final.
• There will be no substitute games without the approval of Midway Management.
• Any game operating with mechanical or motorized equipment must be equipped with a 2 ½ pound ABC fire extinguisher.

MERCHANDISE
• NO CASH PRIZES ARE PERMITTED
• Games shall run a minimum of 25% giveaway (cost does not include freight or labor).
• Operators must provide daily detailed stock reports for individual games.
• Operator will provide stock invoices for beginning inventory prior to the fair opening and subsequent stock invoices as merchandise is received in a manner such that the District can identify the cost of throw for each game.
• Merchandise is identified by size as follows with corresponding stock value:

<table>
<thead>
<tr>
<th>Description</th>
<th>Size</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mini</td>
<td>8” and less</td>
<td>$0.25 - $1.00</td>
</tr>
<tr>
<td>Medium</td>
<td>18” - 24”</td>
<td>$3.00 - $8.00</td>
</tr>
<tr>
<td>Extra Large</td>
<td>36” - 60”</td>
<td>$12.00 - $18.00</td>
</tr>
<tr>
<td>Super Jumbo</td>
<td>45” +</td>
<td>$30.00 - $50.00</td>
</tr>
<tr>
<td>Small</td>
<td>8” - 18”</td>
<td>$1.00 - $3.00</td>
</tr>
<tr>
<td>Large</td>
<td>24” - 36”</td>
<td>$8.00 - $12.00</td>
</tr>
<tr>
<td>Jumbo</td>
<td>43” - 68”</td>
<td>$18.00 - $30.00</td>
</tr>
</tbody>
</table>

Choice used in games with no trade-ups wins their choice of any prize in the game with a single win.
• All merchandise, which can be won must be openly displayed in public view.
• No merchandise shall be displayed which is not one of the prizes possible to win.
• All displayed merchandise shall be marked so that any player may know in advance what is required to win any of the prizes.
• When an “object target” is used for “choice”, it must be stated that the object target is just that, and not a possible prize.
• No drug related paraphernalia, pornographic materials, knives, weapons, laser pointers, etc. shall be displayed, sold or given as a prize. See PROHIBITED ITEMS in this document for more detail. The decision of Midway Management regarding prohibited materials shall be final.
• NOVELTY ITEMS such as balloons, inflatable toys, and glow-in-the-dark novelty items are covered under the 22nd DAA’s novelty contract as exclusive items for sale by that contractor only. These items may not be sold, displayed, or used as giveaway promotions by any other Licensee or participant in the San Diego County Fair.

PAYMENT
• The District will issue game checks on a regular schedule (tbd). A mid-fair audit will be conducted to insure the minimum guarantee will be met prior to June 30th.
• Given the increase in credit card spending, each ride and game operator will be assessed a portion of the credit card fees based on their overall gross sales.
**PRICING/TRADES**

- All prices to be charged for games shall be determined by District management prior to opening of the fair in accordance to the stock size/cost above. No price changes will be permitted after the start of the fair without the prior consent of the District.
- On a build-up game, all prizes must be clearly marked and posted so that the player understands the rules and exchanges of smaller prizes for larger prizes. There will be a maximum of 4 trades on a build-up game (with a Minimum of a $5.00 prize for a $20.00 play). At least 1 (one) of each size prize to be won must be marked with a minimum 2” sign (1 win, 2 wins, etc.) with minimum one-inch letters. If the front counter is over 16’ (sixteen feet) long, they must be marked at each side of the counter.
- Balloon Stores are to be standardized at 3 plays for $5.00 with no more than 3 steps. Each Balloon Store game must have signage to explain the steps.

**PROMOTIONS**

- Game operators must participate in special promotions.
- Game operators may offer special value pricing during non-promotional periods with prior management approval and with corresponding signage displayed clearly.

**PROHIBITED ITEMS**

The following may not be sold, displayed, or given away on the fairgrounds (including parking areas):

- Pornographic or drug-related items
- Products made from any endangered animals
- Stickers: A fine of $200.00 per occurrence will be assessed to any Licensee whose stickers are found anywhere on the grounds. Any Licensee found to be selling or giving away stickers will receive a violation notice, which may jeopardize future participation in the fair.
- Flyers: A fine of $500.00 per violation applies to the distribution of flyers outside your booth.
- Stun guns, switchblades, brass knuckles, high-powered waterguns, rubber band toys/guns, fireworks, pyrotechnical equipment and martial arts weapons.
- Laser pointers
- Mirrors that display pictures that are inappropriate for a family venue as determined by management.

**NON-AGENT (SOFT SELL) APPROACH POLICIES**

Non-Agent (soft sell) refers to a sales approach that features subtle language and non-aggressive sales techniques without psychological pressure. This is best achieved with hourly employees rather than commissioned agents. Should employees be paid on other than an hourly basis, the District must be so informed.

- The customer must initiate conversation with the attendant. Once a customer engages and plays they may be asked to try again. At no time shall the customer feel pressured by the attendant to play the game.
- No attendant may touch, grab or in any manner physically restrain any player.
- Employees/operators shall not throw or toss an object such as a baseball, ping pong ball etc. to the patron or give-away an item for the purpose of luring them to the game.
- The District’s decision regarding soft-sell disputes will be final.
SAFETY
As with rides, games shall be operated with safety being the top priority. Games such as darts, baseballs, etc., shall be designed so that objects thrown will not pass through or around backboard, or bounce back into the player area. Lights shall be guarded against breakage by objects being thrown.

SERVICES AVAILABLE TO LICENSEES

Fair management does not supply carpenters, electricians, laborers, etc. These may be obtained from local labor office sponsored by the State of California. Certain electrical, plumbing and carpentry jobs require the use of fairground employees. (See Utilities on page 6)

MAIL AND SHIPMENTS
ALL BOXES AND OVERSIZED MAIL SHOULD BE SENT TO THE CONCESSIONS WAREHOUSE VIA A SERVICE SUCH AS FEDERAL EXPRESS OR UPS AND ADDRESSED AS FOLLOWS
   Licensee Business Name
   C/O Concessions WAREHOUSE
   Location___________Space #___________
   Del Mar Fairgrounds
   2260 Jimmy Durante Blvd
   Del Mar, Ca 92014-2216

Incoming shipments of merchandise/material for licensees will not be accepted by the 22nd DAA prior to June 1, 2020. Shipments which arrive prior to this date will be returned to sender. Please, plan accordingly! Each package must be signed for prior to picking up.

C.O.D. shipments are never accepted! Concessions warehouse personnel are not permitted to handle money or checks, please do not ask them to do so on your behalf.

Shipments will not be delivered (unless time allows), they will be held on the warehouse dock. Items are to be picked up by the end of the business day (6pm). Any unclaimed shipments will be returned to the sender the next business day. NO EXCEPTIONS!

If you plan to receive letter sized mail on-site during the fair, incoming mail for licensees should be addressed as follows:
   Licensee Business Name
   Concessions
   P.O. Box 1088
   Solana Beach, CA 92075

Outgoing mail may be sent from the Concessions Office provided it contains the proper postage. Stamps are not available on the fairgrounds.
PHONE LINE AND INTERNET SERVICES
For pricing or to request a service agreement for telephone, internet service or hand held radio rentals, please call our Communications Department at 858-792-4400 or e-mail communications@sdfair.com. Wi-Fi is available on the Fairgrounds. This is a shared and open internet source. Free Wi-Fi has upload and download speeds averaging 1.2 mbps but higher bandwidth plans are available with upload and download speed of 8 mbps through the Fairgrounds portal page. Please call the I.T. office at 858-794-1065.

SIGN SHOP
The Del Mar Fairgrounds has an on-site Sign Shop that can provide quality signs at competitive prices. Professionally produced signage of quality appearance is required. The Concessions Office reserves the right to replace handmade or unsightly signage and bill licensees for the cost. *Fairgrounds staff will be monitoring all areas for proper compliance with Eco Guidelines. Violations will be issued accordingly.*
2019 Fun Zone
**STATE OF CALIFORNIA**

**STANDARD AGREEMENT**

STD 213 (Rev 09/01)

---

<table>
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<tr>
<th>FUND TITLE</th>
<th>AGREEMENT NUMBER</th>
</tr>
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</table>

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

**STATE AGENCY'S NAME**

22nd District Agricultural Association / Division of Fairs & Expositions

**CONTRACTOR'S NAME**

---

The term of this Agreement is:

---

3. The maximum amount of this Agreement is: $  

4. Contractor agrees:

   A. To comply with the following Exhibits, attached herewith except those indicated with an Asterisk (*), and all are incorporated herein and made as part of this Agreement:

   - Exhibit A - Scope of Work - 1 Page(s)
   - Exhibit B - Budget Detail and Payment Provisions - 1 Page(s)
     - Payee Data Record Std. 204 - 2 Page(s)
     - Contractor Certification Clause CCC-307 - 4 Page(s)
   - Exhibit C* - General Terms and Conditions - GTC 610
   - Exhibit D - Special Terms and Conditions - 5 Page(s)
     - Insurance Requirements - 2 Page(s)

   B. To furnish all labor, equipment and materials necessary to perform the services described in Exhibit A, Scope of Work, and agrees to comply with all terms and conditions which are made a part of this Agreement by the above listed Exhibits.

   C. To provide a valid Certificate of Insurance indicating a minimum $1,000,000 coverage for General Liability, Automobile Liability and Workers Compensation, in accordance with Insurance Requirements attached herewith and made as part of this Agreement.

*Exhibit shown with an Asterisk (*), is hereby incorporated by reference and made part of this agreement as if attached hereto.

This document can be viewed at [http://www.dgs.dga.ca.gov/Standard+Language/default.htm](http://www.dgs.dga.ca.gov/Standard+Language/default.htm)

---

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

---

**CONTRACTOR**

<table>
<thead>
<tr>
<th>CONTRACTOR'S NAME</th>
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</table>

BY (Authorized Signature)  

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

---

**STATE OF CALIFORNIA**

22nd District Agricultural Association / Division of Fairs & Expositions

BY (Authorized Signature)  

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Timothy J. Fennell, CEO/General Manager

ADDRESS

2260 Jimmy Durante Blvd  
Del Mar, CA  92014-2216

---

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF STATE ACCOUNTING OFFICER

Date

---

☐ CONTRACTS MANAGER  

☐ DEPARTMENT MANAGER  

---

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Exhibit A

SCOPE OF WORK

1. Contractor agrees to provide for the State / 22nd District Agricultural Association / 
   Del Mar Fairgrounds, as follows:
   a. Detailed description of work to be performed and duties of all parties.
   b. Specifications, requirements
   c. Personnel, staffing
   d. Coordination
   e. Results, deliverables
   f. Timelines, progress reports
   g. Evaluation, acceptance

2. The services shall be performed at (location).

3. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).

4. The project representatives during the term of this agreement will be:

<table>
<thead>
<tr>
<th>State Agency: 22nd DAA / Del Mar Fairgrounds</th>
<th>Contractor:</th>
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<tbody>
<tr>
<td>Section/Unit: Department</td>
<td>Section/Unit:</td>
</tr>
<tr>
<td>Attention:</td>
<td>Attention:</td>
</tr>
<tr>
<td>Address: 2260 Jimmy Durante Blvd., Del Mar, CA 92014-2216</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone: 858/755-1161 ext.</td>
<td>Phone: 858/</td>
</tr>
<tr>
<td>Fax: 858/794-</td>
<td>Fax: 858/</td>
</tr>
</tbody>
</table>
Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment
   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
   B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

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

2. Budget Contingency Clause
   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. 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.
**PAYEE DATA RECORD**

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

STD. 21a (Rev. 8-2003)

**INSTRUCTIONS:** Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

**NOTE:** Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

<table>
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<tr>
<th><strong>1</strong></th>
<th><strong>PAYEE’S LEGAL BUSINESS NAME (Type or Print)</strong></th>
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<tbody>
<tr>
<td><strong>2</strong></td>
<td><strong>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</strong></td>
</tr>
<tr>
<td></td>
<td><strong>MAILING ADDRESS</strong></td>
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<tr>
<td></td>
<td><strong>CITY, STATE, ZIP CODE</strong></td>
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<tr>
<th><strong>3</strong></th>
<th><strong>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</strong></th>
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</thead>
</table>
|       | **CORPORATION:**
|       | □ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
|       | □ LEGAL (e.g., attorney services)
|       | □ EXEMPT (nonprofit)
|       | □ ALL OTHERS

| □ INDIVIDUAL OR SOLE PROPRIETOR |
| ENTER SOCIAL SECURITY NUMBER: |
| (SSN required by authority of California Revenue and Tax Code Section 18646) |

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<tr>
<th><strong>4</strong></th>
<th><strong>PAYEE ENTITY TYPE</strong></th>
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<tr>
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<td>□ PARTNERSHIP</td>
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<td>□ CORPORATION:</td>
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<td>□ ESTATE OR TRUST</td>
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<td>□ INDIVIDUAL OR SOLE PROPRIETOR</td>
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<th><strong>5</strong></th>
<th><strong>PAYEE RESIDENCY STATUS</strong></th>
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<tbody>
<tr>
<td></td>
<td>□ California resident - Qualified to do business in California or maintains a permanent place of business in California.</td>
</tr>
<tr>
<td></td>
<td>□ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</td>
</tr>
<tr>
<td></td>
<td>□ No services performed in California.</td>
</tr>
<tr>
<td></td>
<td>□ Copy of Franchise Tax Board waiver of State withholding attached.</td>
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</table>

**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.**

<table>
<thead>
<tr>
<th><strong>AUTHORIZED PAYEE REPRESENTATIVE’S NAME (Type or Print)</strong></th>
<th><strong>TITLE</strong></th>
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<tr>
<th><strong>SIGNATURE</strong></th>
<th><strong>DATE</strong></th>
<th><strong>TELEPHONE</strong></th>
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**Please return completed form to:**

**Department/Office:** Department of Food & Agriculture / Division of Fairs & Expositions

**Unit/Section:** 22nd District Agriculture Association / Del Mar Fairgrounds

**Mailing Address:** 2260 Jimmy Durante Blvd.

**City/State/Zip:** Del Mar, CA 92014

**Telephone:** (858) 755-1161  
**Fax:** (858) 794-1043

**E-mail Address:** Attn: Contracts Department
Requirement to Complete Payee Data Record, STD. 204

A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.

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 backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.

Enter the payee’s legal business name. Sole proprietorships must also include the owner’s full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.

Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. 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 the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).

The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).

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.

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

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

Withholding Services and Compliance Section: 1-888-782-4900  E-mail address: wads.gsn@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6238 Website: www.ftb.ca.gov

Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.

This section must be completed by the State agency 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.
CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)  Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed  Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (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 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 over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.
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.


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.
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:

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, Sub-Contractors, and their employees must comply with the law. It is the responsibility of the Contractor/Sub-Contractor to insure 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. **Insurance Requirements (refer to Exhibit D)**

**Delivery** - Certificate(s) of insurance for General Liability, Automobile Liability, and Workers' Compensation, must be submitted directly by the Contractor's insurance carrier pursuant to the requirements herein detailed at least ten (10) days prior to commencement services or occupation of premise, and covering the entire Term of this Agreement. Certificates of insurance and additional insured endorsements are subject to the approval of the District/State, and Contractor agrees that no work or services shall be performed, prior to such approval. Only originals, without ink or white-out changes, will be accepted.

**Primary Coverage** - It is the intent of the parties that Contractor's insurance coverage shall be primary and that any separate coverage available to the State of California, 22nd District Agricultural Association and other additional insured(s) shall be secondary.

**General Liability Insurance:** Contractor shall secure and maintain at its own expense during the entire term of this Agreement, a minimum of **one million dollars ($1,000,000)** combined single-limit commercial general liability insurance covering the Contractor, its employees, agents, and subsidiaries, for claims for damages for bodily injury, broad form property damage, and personal injury. Coverage shall include blanket contractual insurance and such coverage shall make express reference to the Contractor's hold-harmless provision in Paragraph 2 above, and must also include coverage for products and losses related to independent contractors and equipment.

The following endorsement regarding additional insured must be included the general liability certificate:

"The State of California, the 22nd District Agricultural Association, its' Race Track Authority, Del Mar Fairgrounds, San Diego County Fair; their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this Agreement are concerned."

In addition to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the District, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their agents, directors, officers, servants, and employees are made additional insureds on Contractor's general liability policy, and automobile liability policy.

**Automobile Liability Insurance:** Contractor shall secure and maintain at its own expense during the Term of this Agreement Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto), or any successor ISO policy form, with limits of not less than $1,000,000 combined single limit per accident for contracts involving the use of Lessee's vehicles (autos, trucks, or other licensed vehicles) on the Premises or any portion of the Del Mar Fairgrounds.
Workers' Compensation Insurance: Contractor either (1) shall be a qualified self-insurer pursuant to the requirements of the California Labor Code Contractor or (2) shall secure and maintain at its own expense during the Term of this Agreement Workers' Compensation Insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage, in a minimum sum of one million dollars ($1,000,000), with either the State Compensation Insurance Fund or a licensed carrier, and Contractor affirms to comply with such provisions before commencing that performance of the work of this Agreement.

Maintenance of Coverage - Contractor agrees that any insurance coverage(s) herein provided shall be in effect at all times during the Term of this Agreement. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the Term of this Agreement, Contractor agrees to provide the District at least consistent with the provision of this Agreement, prior to any expiration date or upon cancellation, a new certificate of insurance evidencing insurance coverage as provided for in this Agreement for a term not less than the remainder of the Term, or for a period of not less than one (1) year.

If at any time during the Term of this Agreement, Contractor fails to maintain and keep in effect insurance coverage(s) as herein provided, the District may, at District's option and in addition to all other remedies available, do one of the following: (1) declare a material breach of this Agreement by the Contractor and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Contractor, until notice is received by District that such insurance requirements have been restored or replaced in full force and effect that the premiums therefore have been paid to cover a period of time satisfactory to District; or (3) obtain such insurance and deduct premiums due for same from any sums due or which become due to Contractor under this Agreement. No action taken by District pursuant to this paragraph shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fails to maintain and keep in effect insurance coverage(s)" shall include, but is not limited to, notification received by District that an Insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

Contractor's Responsibility - In no event is District responsible for the payment of premiums or deductibles of any required coverage's. Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the State from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to Contractor's indemnity obligations.

Certified Copies of Policies - Upon request by the District, the Contractor shall immediately furnish a complete copy of any policy required by this provision, including all endorsements, certified by the insurance company issuing the policy to be a true and correct copy of the original policy.

9. 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.
10. Fire Regulations

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. Ban

The mass release of helium balloons is strictly prohibited.

17. 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.

18. California Franchise Tax Board

Contractor may be subject to State withholding by the Franchise Tax Board (refer to Exhibit B).
19. Conflict Of Interest Prohibition

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

20. 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 Nancy Strauss, the District Recycling Manager at (858) 792-4298

Violators may be fined up to $200.00 per instance for not following the District Recycling Policy.
1. EVIDENCE OF COVERAGE

The Contractor/Renter/Sponsor shall provide a signed original evidence of insurance coverage for the Term of the Agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Citrus Fairs, or Counties in which County Fairs are located, Lessor/Sublessee if Fair site is leased/subleased, Citrus Fairs, or California Exposition and State Fair, their directors, officers, agents, servants and employees, from occurrences related to or arising out of operations under the Agreement, which sets forth the insurer, policy number, policy term, and liability limits. All such insurance shall be written in form and underwritten by companies approved by the 22nd District Agricultural Association ("District") and acceptable to the California Department of Insurance. This may be provided by:

A. INSURANCE CERTIFICATE - Contractor/Renter/Sponsor provides the District with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List As Additional Insured Endorsement: "The State of California and the 22nd District Agricultural Association, the San Diego County Fair, their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of commencement/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 #CO 0001. Contractor/Renter/Sponsor shall at all times maintain in effect bodily injury and property damage liability insurance with policy limits in the minimum amount of: $3,000,000 combined single limits per occurrence for Fairtime Carnival Rides; $3,000,000 combined single limits per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, and Saddle Bronc, and Motorized Events all types except arena or track motorcycle racing and go-cart racing; $2,000,000 combined single limits per occurrence for Rodeo Events all types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, and Saddle Bronc, Motorized Events of arena or track motorcycle racing and go-cart racing, Fairtime 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, Orbitrons, and Simulators; $1,000,000 combined single limits per occurrence for Rodeo Events all types with any Rough Stock Events, and for all other contracts and contracts for which liability insurance (medical malpractice, liquor liability, E&O) is required.
   b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving extensive use of Contractor/Renter/Sponsor vehicles (autos, trucks or other licensed vehicles) on District premises.
   c. Workers' Compensation - Workers' Compensation coverage shall be maintained whenever Contractor/Renter/Sponsor has 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 should be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: A statement by the insurance company that it will not cancel said policy or policies without giving 30 days prior written notice to the named certificate holder.

5. Certificate Holder:
   o For Individual Events Only - District, along with District's address, is listed as the certificate holder.
     22ND DAA / DEL MAR FAIRGROUNDS
     ATTN: CONTRACTS DEPARTMENT
     2260 JIMMY DURANTE BLVD.
     DEL MAR, CA 92014-2216
   o For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Rd, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The Contractor/Renter/Sponsor must be specifically listed as the Insured.

OR

B. California Fair Services Authority (CfSA) Special Events Liability Insurance - The Contractor/Renter/Sponsor purchasing special events liability insurance through the District, when applicable. OR

C. Master Certificates - A master certificate of insurance for the Contractor/Renter/Sponsor has been approved by and is on file with CfSA. OR

D. Self-Insurance - The Contractor/Renter/Sponsor is self-insured and acceptable evidence of self-insurance has been approved by District and CfSA.
II. GENERAL PROVISIONS

A. Delivery - Contractor/Renter/Sponsor shall cause its insurance carrier to name the State of California, and the 22nd District Agricultural Association, and their respective agents, officers, servants and employees, as additional insureds on its policy of insurance, and shall provide the additional endorsement to District no later than ten (10) days prior to its initial occupation of the District’s premises or commencement of services. Failure of Contractor/Renter/Sponsor to deliver the certificate(s) and additional insured endorsement(s) required by this paragraph shall be a default under this Agreement.

B. Primary Coverage - Contractor’s/Renter’s additional insurance endorsement shall provide that the insurance policy shall be the primary protection and non-contributing to the District’s own general liability insurance policy. The additional insured endorsement shall also provide coverage to the District for any liability “arising out of” Contractor/Renter/Sponsor rights, duties, work, and/or obligations under this Agreement, and that the District is covered without regard to whether the injury was caused by the named insured or the additional insured.

C. Maintenance of Coverage - Contractor/Renter/Sponsor agrees that the commercial general liability (and automobile insurance, 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 Agreement. Expiration of any insurance coverage/policy at any time or times prior to or during the term of this Agreement, Contractor/Renter/Sponsor agrees to provide the District, 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 Agreement, or for a period of not less than one (1) year. Cancellation of any insurance coverage/policy at any time or times during the term of this Agreement shall be a default under this Agreement, unless Contractor/Renter/Sponsor provides adequate replacement certificates and additional insured endorsements in compliance with the Agreement and requirement above. New certificates of insurance are subject to the approval of the California Fair Services Authority, and Contractor/Renter/Sponsor agrees that no work of services shall be performed prior to the giving of such approval. In the event the Contractor/Renter/Sponsor fails to keep in effect as all times insurance coverage as herein provided, that District may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

D. Contractor’s Responsibility - Nothing herein shall be construed as limiting in any way the extent to which Contractor/Renter/Sponsor may be held responsible for damages resulting from contractor’s/renter’s operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor/Renter/Sponsor of liability in excess of such minimum coverage, nor shall it preclude the District from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to contractor’s/renter’s indemnity obligations. Contractor/Renter/Sponsor indemnity obligations shall survive the expiration, termination or assignment of this Agreement.

E. Certified Copies of Policies - Upon request by District, Contractor/Renter/Sponsor 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.

III. PARTICIPANT WAIVER

For hazardous participal events, the Contractor/Renter/Sponsor agrees to obtain a properly executed Release and Waiver of Liability Agreement from each participant prior to his/her participation in the event(s) sponsored by Contractor/Renter/Sponsor. Hazardous participal events include, but are not limited to any event within the following broad categories: Athletic Teams Events, Equestrian-related Events, Motorize Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fairs Service Authority at (916)921-2213 for further information or the District’s Contracts Manager at (858)792-0263.
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-biodegradable 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.
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 my 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
ADDENDUM NO. 1

TO

22ND DISTRICT AGRICULTURAL ASSOCIATION (22ND DAA)
REQUEST FOR PROPOSALS (RFP) No.19-04

For Digital Ticketing System and Carnival Game Operations

October 21, 2019

Enclosed are the 22nd DAA’s responses to Requests for Additional Information for the above mentioned RFP. Please read them carefully. The information contained in these responses apply to all Proposers; therefore, something approved, changed or clarified for one Proposer means it is also approved, changed or clarified for all Proposers.

RFP No. 19-04 is hereby modified to include the responses to Requests for Additional Information; all other terms and conditions remain unchanged. You should furnish copies of this Addendum to any prospective subcontractors and in some cases, to your insurance representative. IMPORTANT: You must acknowledge this Addendum No. 1, on page 2 of 2, of the “Financial Proposal Form.” You must acknowledge all addenda for your Proposal to be considered responsive.

Thank you in advance for your participation. Should you have any questions regarding this addendum, you may contact me at 858-792-4263, or by e-mail at mceragioli@sdfair.com.

Sincerely,

Mike Ceragioli
Contracts Manager
22nd DAA / Del Mar Fairgrounds
State of California

Enclosures: 22nd DAA Responses to Proposers’ Requests for Additional Information
Agreement No. 70001 Ray Cammack Shows, Inc. (Question 27)
2019 Game and Ride Fee Data (Question 27)
Game Layout for Fun and Kid Zones with Footage (Question 29)
ADD1-RFP 19-04 Digital Ticketing System and Carnival Game Operations 10/21/2019

CC: Evaluation panel
RFP File
22nd DISTRICT AGRICULTURAL ASSOCIATION (22nd DAA)
RESPONSES TO PROPOSERS’ REQUESTS FOR ADDITIONAL INFORMATION

Digital Ticketing System and Carnival Game Operations
RFP No. 19-04

Question 1:

What person(s) will be scoring the RFP and do they have to have technical knowledge on how Digital Ticketing Systems operate and are evaluated?

22nd DAA Response: As of the date of this response, the persons scoring the RFP have not been determined.

Question 2:

Will someone scoring the RFP be considered to have a conflict of interest if they have had pre-award contact with a proposer and/or participated in the preparation of the RFP?

22nd DAA Response: Please see the 22nd DAA’s response to question #1. Also, the 22nd DAA did not confer or consult with any potential proposer in preparing the RFP; the RFP was developed by the 22nd DAA based on its experience and expertise.

Question 3:

Specifically, will any person who participated in the negotiation of the sole-source contract last year be allowed to score this year’s RFP?

22nd DAA Response: Please see the 22nd DAA’s response to question #1 and 2.

Question 4:

Why was a "Circle of Excellence" considered a desired qualification?

22nd DAA Response: Carnivals, independent ride owners or concessionaires that go through the Quality Assessment audit successfully are awarded the "Circle of Excellence" designation. Circle of Excellence recipients must go through subsequent scheduled audits to maintain this designation. The “OABA Quality Assessment Program” provides Association members with several practical aids: a self-help checklist for measuring your operation and an objective third-party appraisal of quality, performance and presentation.

Question 5:

Why was the RFP linked only to game operators as opposed to other carnival operations such as rides or food?

22nd DAA Response: It was the solution determined to be in the best interest of the 22nd DAA.

Question 6:

What efforts or considerations were made with respect to requiring a link between game operators and a Digital Ticketing System as opposed to ride operators who generate more gross revenue and are better able to absorb the "free services?"
22nd DAA Response: It was the solution determined to be in the best interest of the 22nd DAA.

Question 7:

How was it determined the costs of the Digital Ticketing System should not be borne by all the users of it, including the public, if indeed the 22nd DAA did not want to incur the cost?

22nd DAA Response: This decision was made in the best interest of the 22nd DAA; limiting costs incurred by 22nd DAA customers will contribute significantly to an excellent customer experience.

Question 8:

What other Independent Midways permit the operator of a ticketless system to also be a recipient of proceeds generated by such a system?

22nd DAA Response: This 22nd DAA is not able to answer this question insofar as it does not understand the potential proposer’s definition of the term “Independent Midway.” Also, the 22nd DAA is not privy to this type of information for other midway operators.

Question 9:

Has the California Department of Food and Agriculture reviewed and approved this aspect of the RFP and determined that it properly meets the State’s standards for internal controls?

22nd DAA Response: No. The California Department of Food and Agriculture is not required to review or approve the RFP.

Question 10:

Is all the information collected and disseminated by the awardee of the RFP subject to the Public Records Act or does it become the proprietary information of the awardee such that they can use the information to compete against private vendors in other locations or to compete with other ride vendors in future years?

22nd DAA Response: Unless a specific exemption applies, the information collected by the 22nd DAA during the RFP process is subject to disclosure under the Public Records Act. Any data collected by a Contractor on behalf of the 22nd DAA is considered property of the 22nd DAA and is subject to disclosure, unless a specific exemption applies.

Question 11:

Please describe how and to what extent an awardee of the RFP can use information it learns from operating the Digital Ticketing System to compete in other venues or for other aspects of the Midway and what procedures or internal controls are in place to see that this cannot occur if it is prohibited?

22nd DAA Response: The 22nd DAA has no knowledge of, or control over, how a contract awardee may rightfully and legally use information it learns from operating the digital ticketing system during the annual San Diego County Fair.
Question 12:

What specific equipment, including servers and other hardware, were used by the awardee of the 2019 contract?

22nd DAA Response: This specific equipment required to meet the performance standards established by the 22nd DAA were not identified in the agreement. The 22nd DAA relied on the expertise and experience of the provider to provide the technology and equipment necessary to meet the performance standards required under the agreement.

Question 13:

What was the number of employees that were used to perform the 2019 contract?
  a. What was their total payroll?
  b. How many of the workers were utilizing H-2-B visas as opposed to being U.S. Citizens?

22nd DAA Response: The 22nd DAA does not, and did not, collect this type of information.

Question 14:

Describe all indirect costs absorbed by the awardee of the 2019 contract as opposed to indirect costs incurred by the 22nd DAA?

22nd DAA Response: This 22nd DAA is not able to answer this question insofar as it does not understand the potential proposer’s definition of the term “indirect cost.”

Question 15:

Who incurred the cost for the security for the operations of the 2019 contract as they related to the digital ticketing aspect and the transportation of any cash or proprietary financial information?

22nd DAA Response: The 22nd DAA incurred the cost for security for operations at the 2019 San Diego County Fair.

Question 16:

What profit after expenses did the awardee of the 2019 contract make?

22nd DAA Response: The 22nd DAA does not, and did not, collect this type of information.

Question 17:

What did the awardee of the 2019 contract spend for the secure wireless hardwired network used in the award of the Digital Ticketing System and 80% of the games last year?

22nd DAA Response: The 22nd DAA does not, and did not, collect this type of information. An experienced provider of a complete digital ticketless systems should have the information necessary to determine the costs associated with the purchase and maintenance of secured wireless hardware networks.

Question 18:

What did the awardee of the 2019 contract spend for the secure hardwired POS system and how many sellers were required?
**22nd DAA Response:** The 22nd DAA does not, and did not, collect this type of information. An experienced provider of complete digital ticketless systems should have the information necessary to determine the costs associated with the purchase of secure hardwired POS systems.

**Question 19:**

Why was it required the POS system be able to integrate current barcodes used at the 2019 San Diego County Fair?

**22nd DAA Response:** During the 2019 San Diego County Fair, customers loaded (and reloaded) funds on reloadable/reusable cards. At the end of the 2019 San Diego County Fair, many of these customers were in possession of cards with unused funds. To ensure that these customers can spend these unused funds during a subsequent San Diego County Fair (e.g., 2020, 2021, 2022, etc.), the technology for the cashless ticketless system requested in this RFP must integrate with the barcodes used during the 2019 San Diego County Fair.

**Question 20:**

What cost did the 2019 contract awardee spend for their POS system kiosks?

**22nd DAA Response:** The 22nd DAA does not, and did not, collect this type of information. An experienced provider of complete digital ticketless systems should have the information necessary to determine the costs associated with POS system kiosks.

**Question 21:**

What did the awardee of the 2019 contract pay for the digital ticket sales booths?

**22nd DAA Response:** The 22nd DAA does not, and did not, collect this type of information. An experienced provider of complete digital ticketless systems should have the information necessary to determine the costs associated with the purchase of digital ticket system sales booths.

**Question 22:**

What did the 2019 contract awardee pay for the wireless scanners for the carnival rides and carnival games?

**22nd DAA Response:** The 22nd DAA does not, and did not, collect this type of information. An experienced provider of complete digital ticketless systems should have the information necessary to determine the costs associated with wireless scanners.

**Question 23:**

What was the cost for the 2019 awardee of the customer booths, including the staffing of those booths during all hours of the Fair's midway operations?

**22nd DAA Response:** The 22nd DAA does not, and did not, collect this type of information. However, each of the two customer service booths (one located in the Fun Zone and one located in the Kidz Zone) was staffed by two 22nd DAA employees throughout the operation of the 2019 San Diego County Fair.
Question 24:

Why did the 22nd DAA deviate from the technical requirements of the 2018 Digital Ticketing System and what investigation was made to determine that the RFID system would not meet the technical requirements of the RFP for 2020?

22nd DAA Response: The RFP was issued to meet the needs and requirements of the 22nd DAA. Note the RFP would not preclude a proposer from relying on an RFID system, so long as that RFID system is consistent with the RFP’s technical requirements.

Question 25:

In accordance with “Section 4.1 ERRORS” of the RFP;

“The General Information section asserts that it would be cost prohibitive for the 22nd DAA to purchase or lease its own complete Digital Ticketing System. This is an error.”

22nd DAA Response: This statement is not an error. Purchasing or leasing a complete Digital Ticketing System is currently cost prohibitive for the 22nd DAA.

Question 26:

In accordance with “Section 4.1 ERRORS” of the RFP;

“Throughout the RFP there is reference to the San Diego County Fair being an Independent Midway. This is an error.”

22nd DAA Response: This 22nd DAA is not able to answer this question insofar as it does not understand the potential proposer’s definition of the term “Independent Midway.”

Question 27:

In accordance with “Section 4.1 ERRORS” of the RFP;

“The RFP also contains a significant omission. The RFP fails to disclose that one of the likely respondents was awarded a pre-negotiated contract to supply the same Digital Ticketless System and Carnival Operations last year in exchange for 80% of the games. The particulars of that contract, the information used to price that contract, and fees generated from the rides and games are exclusively known by this party and no other potential bidders.”

22nd DAA Response: While the 22nd DAA was not required to include as part of this RFP a copy of the agreement with the provider of the digital ticketing system for the 2019 San Diego County Fair, as this agreement is a public record, a complete copy is attached to these responses. Additionally, data pertaining to all fees charged for rides and games during the 2019 San Diego County Fair, are public records and attached to these responses.
Question 28:

In accordance with “Section 4.1 ERRORS” of the RFP;

“There is an ambiguity with respect to a Proposer and if only someone who submits a proposal may file a protest. Based on the way the RFP is written, it appears as if only someone who submits a response to the RFP can protest the award”.

22nd DAA Response: This is correct. -- Protests can only be filed by individuals or entities that submit a Proposal in response to the RFP. (See, e.g., DGS State Contract Manual, at Section 6.03(A) ["there is no jurisdiction for the DGS to consider a protest if [the] protestant was not a bidder or proposer”]; Cal. Pub. Contr. Code, section 10345 [includes references to “bidder” and “protesting bidder” within context of bid protest procedures].)

Question 29:

We would like to clarify the actual game linear footage for 100% of game operation less 1 - 22nd DAA game. What is total square footage?

22nd DAA Response: Please find attached to these responses a layout of games for the Fun Zone and Kid Zone that includes footage.

Question 30:

In regards to the proprietary information for Funpass. How can we draft the Proposal or mark the Proposal to prohibit a public information request being able to have full access to our information that describes in full detail the inner workings of FunPass. Would there be protection if information is provided from the actual software provider ZPass? FunPass is just a subscriber to his system. We need to insist on the best way to protect FunPass and ZPass through this process. Would a “Proprietary” stamp work for those select pages?

22nd DAA Response: All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the Committee scoring process and announcement of intent to award, or cancellation of the RFP. The 22nd DAA will hold the contents of all proposals in confidence until issuance of the Notice of Proposed Award; once issued and posted, no proposal will be treated as confidential. Any disclosure required under the California Public Records Act will be made by the 22nd DAA regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the 22nd DAA’s right to disclose information in the proposal, or (b) requiring the 22nd DAA to inform or obtain the consent of the Proposer before the disclosure of the proposal (or portions thereof). With that said, if information submitted in a proposal (or portions thereof) contains material noted or marked as “confidential” and/or “proprietary” that, in the 22nd DAA’s sole and absolute opinion, meets the disclosure exemption requirements of the California Public Records Act, then that information will not be disclosed by the 22nd DAA upon a request for access to such records. The 22nd DAA is not permitted to provide legal advice about the Public Records Act and/or its exemptions.
Question 31:

3.7m Please clarify what types licenses and certifications you are requesting.

22nd DAA Response: Licenses: All Proposers and Subcontractors must provide copies of all licenses required to conduct business in the State of California. Certifications; All Proposers and Subcontractors must provide copies of all certifications held by the Proposer or Subcontractor related to the services requested by the RFP (e.g., O.A.B.A Circle of Excellence certification).

Question 32:

2.6 Will you push any addendums automatically or do we need to request prior to sending final proposal?

22nd DAA Response: If necessary, the 22nd DAA will modify the RFP before 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 proposing purposes. All Proposers should inquire from the contact person listed on the cover sheet of the RFP whether any addenda have been issued before submitting a proposal in response to the RFP. It is the Proposer’s responsibility to ascertain and confirm, they have received all addenda issued to the RFP before submitting a proposal. Written acknowledgment of receipt of all written addenda must be noted on the Financial Form in the space provided. Failure to recognize the effect of issued addenda in any proposal will render the proposal non-responsive and result in its rejection.
Ray Cammack Shows, Inc.
Agreement No. 70001
(Response to Question 27)
This Agreement by and between the 22ND DISTRICT AGRICULTURAL ASSOCIATION, hereinafter called the Association or District, and Ray Cammack Shows, Inc, hereinafter called the Renter.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on May 31, 2019 and ending on July 4, 2019.

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space (s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement:

80% of all game footage (Fun Zone and Kid Zone combined)

3. The purpose of occupancy shall be limited to:

Operation of state approved games of skill with guarantee of 25% stock throw contingent upon rentor to provide Association with fully functioning ticketless/cashless ride and game operation through the FunPass software solution

and shall be for no other purpose or purposes whatsoever.

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

24.5% of game gross or $600,000, whichever is greater – 5% ($30,000) of which is due March 15, 2019. District share will be determined weekly @24.5% of game gross or $114,000, whichever is greater.

5. Renter agrees to pay fees required by Association for: USE PRIVILEGE and to guarantee the payment of. SEE ABOVE:

(a) Any money which may be payable to Association under this agreement;
(b) Any damage to Fair property; and utility charges, if any;
(c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers’ Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.

9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.

Exhibit A1 (Terms and Conditions) and Exhibits A, B, C, E, F and G are incorporated into this agreement and shall be binding. This agreement is non-transferable and is not automatically renewed year to year.

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed in triplicate, by and on behalf of the parties hereto, the day and year first above written.

22ND DISTRICT AGRICULTURAL ASSOCIATION

2260 JIMMY DURANTE BLVD.

DEL MAR, CA 92014

Ray Cammack Shows

Address

BY

TITLE

Ray Cammack Shows

TITLE: CEO

22ND DAA

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Terms of Agreement #70001

Consideration of allocation of 80% of game footage to RCS for the 2019 Fair is contingent upon the following:

- RCS will provide at no charge to the District a completely ticketless/cashless ride and game operation through the FunPass software solution including (but not limited to) pre-sale barcode set ups, the “FunPass” app, ticket seller and kiosk attendant training to supervisors, FunPass guest services booths in Fun Zone and Kid Zone, minimum 14 ticket booths fully outfitted with ticket seller POS hardware, 30 self-service kiosk booths in agreed upon locations and onsite assistance and trouble-shooting, if necessary, at all times.
- RCS will provide pre-configured scanners for all games and rides in the carnival footprint at rental fee of $225 per device to the operator. The District will provide data for scanner configuration which may not be altered without District approval.
- RCS will operate a soft-sell game approach.
- RCS will guarantee 25% stock throw to be substantiated by auditable reports.
- RCS will provide the District with all reporting and accesses as required by Fair Management.
- RCS agrees reports are to be considered confidential and only accessed by RCS personnel deemed critical to maintain proper functioning of system. RCS agrees to provide the District with a list of those personnel.
- RCS agrees to permit access to I.T. trailer to District staff as determined necessary by Fair Management.
- RCS will agree all marketing data collected through the FunPass to be owned and retained by the San Diego County Fair for marketing purposes.
- The District will provide RCS with mutually agreed upon space for their stock inventory operation.
- The District will provide RCS with mutually agreed upon space for their HR operation.
- The District will increase ride presence by one additional mutually agreed upon ride.

It is understood the terms of this agreement are intended for a one-year trial basis. Matters not addressed in this agreement will be resolved in a mutually agreed upon manner.
2019 SAN DIEGO COUNTY FAIR

presented by

Licensee's Handbook

EXHIBIT A

rules & regulations for
MIDWAY RIDES • GAMES • FOOD OPERATION
2019 SAN DIEGO COUNTY FAIR

Presented by
22ND DISTRICT AGRICULTURAL ASSOCIATION
of the
STATE OF CALIFORNIA

Gavin Newsom.................................................................Governor

2019 BOARD OF DIRECTORS

Stephen Shewmaker..........................................................President

Richard Valdez...............................................................Vice President

Lisa Barkett.................................................................Director

Lee Haydu.................................................................Director

Kathlyn Mead..............................................................Director

Don Mosier.................................................................Director

Fred Schenk...............................................................Director

Pierre Sleiman............................................................Director

David Watson...............................................................Director

Timothy J. Fennell.........................................................General Manager

Katie Mueller............................................................Deputy General Manager
Fairtime Operations

Donna Ruhm...............................................................Concession Director

Tony Guadagno.........................................................Midway Manager
MIDWAY OPERATING HOURS

All rides, games and food will be required to open and close in compliance with the hours established below, however, these hours may be subject to change at the discretion of the Midway Management, whose decisions on such matters are final. NOTE: closing times are approximate.

Closed all Mondays and Tuesdays in June (June 3-4, 10-11, 17-18, 24-25)

ADULT FUN ZONE:

Opening Hours                     Closing Hours
May 31st (Friday)                 4 p.m.                        Sunday – Thursday approx. 11:00 p.m.
Monday – Friday                   Noon                         Friday & Saturday approx. 12:00 a.m.
Saturday, Sunday                  11:00 a.m.                    Thursday, July 4th approx. 12:00 a.m.
Thursday July 4th                 11:00 a.m.

KID ZONE:

Opening Hours                     Closing Hours
May 31st (Friday)                 4 p.m.                        Sunday – Thursday approx. 10:00 p.m.
Monday – Friday                   Noon                         Friday & Saturday approx. 11:00 p.m.
Saturday, Sunday                  11:00 a.m.                    July 4th approx. 11:00 p.m.
July 4th                          11:00 a.m.
2019 SAN DIEGO COUNTY FAIR
EXHIBIT "A"

22nd District Agricultural Association
Independent Midway Licensee’s Handbook

FAIR DATES
MAY 31 through JULY 4, 2019
Closed all Mondays and Tuesdays in June (June 3-4, 10-11, 17-18, 24-25)

Important Information
for all Midway Licensees: - Pages 1 - 11

See specific information for:

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DEFINITION OF TERMS:

22nd DAA or STATE OF CALIFORNIA:
Owners and operators of the San Diego County Fair

DISTRICT:
The San Diego County Fair, 22nd District Agricultural Association, its consultants, management and staff

INDEPENDENT MIDWAY:
Rides/shows, games and food individually contracted

LICENSEE:
Ride/show, game and food owners

OPERATOR/EMPLOYEE:
Person(s) operating rides/shows, games or food stands

IT IS THE RESPONSIBILITY OF THE LICENSEE TO FAMILIARIZE YOURSELF AND YOUR EMPLOYEES WITH THE FOLLOWING RULES AND REGULATIONS.

For Further Information Contact:

CONCESSIONS OFFICE
P.O. Box 1088
Solana Beach CA 92075
(858) 792-4218
Fax (858) 792-4236
INDEPENDENT MIDWAY CONCEPT

The concept of an independent midway is substantially different than that of a single carnival operation at a fair. An independent midway is composed of a number of individual, independent ride, game and food owners.

District management is responsible for the application, selection and contracting of all rides, games and food equipment for the 22nd DAA Board of Directors and the Division of Fairs and Expositions.

All State established criteria for carnivals in operation of a state-funded fairgrounds are operative in the independent midway operation, with additional criteria developed by the 22nd DAA management and staff specifically applied to the participation in the San Diego County Fair Independent Midway.

GENERAL POLICIES

NEW MIDWAY APPLICATIONS

A. Anyone requesting information on obtaining space will be sent an application form. The application must be returned by the specified date.

B. The application is in no way a commitment by management or the applicant.

C. Consideration will be given to each applicant who submits a completed application, and notification of acceptance or refusal will be made by the Concessions Office.

D. If no space is available, the applicant’s name and equipment may be placed on a “back-up” wait list which is compiled following the same selection criteria as stated under SELECTION CRITERIA, approved by the Board, and used to book spaces in the event of no-shows or late cancellations.

SELECTION CRITERIA

Selection criteria in booking the independent midway are as follows:

⇒ quality of equipment & appearance of personnel
⇒ safety record
⇒ operation & management policies and philosophies
⇒ financial consideration, including promotional offers, timely payments and track record at the San Diego County Fair and other fairs
⇒ space availability
⇒ previous performance/tenure based on history at the San Diego County Fair or gathered from references from another event

The sole decision for selection rests with management.

In order for consideration, any new ride must be in possession of owner no later than April 2nd.
MIDWAY SPACE RESERVATION POLICY

The following policies shall apply to all San Diego County Fair - Independent Midway licensees:

It is understood and agreed that licensees from previous fairs do not automatically receive an invitation to return. There is no guarantee that a current space at the fair will insure an invitation to subsequent fairs.

Each licensee’s agreement is reviewed and acted upon in the best interest of the fair on an annual basis.

It shall be the policy and practice of the Board of Directors of the 22nd District Agricultural Association (22nd DAA) to establish and revise from time to time, fees or rates to be charged to individuals or entities utilizing midway space during the annual San Diego County Fair.

Fees or rates, as established for any particular area or facility shall apply uniformly and without exception to any and all entities utilizing midway space within said area or facility.

Employees or their families or officers of the 22nd DAA may not have a financial interest in any ride, game, or food operation on the fairgrounds.

The misrepresentation of any ride, game and/or food ownership; operation, or appearance on the application and photographs accompanying applications shall be grounds for immediate removal from the San Diego County Fair Midway Lot, and the owner of such equipment waives all claims for damages against the 22nd DAA, San Diego County Fair, its officers, agents and employees.

- The 22nd District Agricultural Association reserves the right to reject any application for space submitted by: (a) any person who has been convicted of a felony within the 5-year period immediately preceding the date of this application, (b) any person who, in the judgment of the 22nd District Agricultural Association poses a threat to the safety and security of its patrons, vendors, and/or employees.

District management reserves the final and absolute right to interpret rules and regulations and to arbitrarily settle and determine all matters, questions or differences in regard thereto, or otherwise arising out of, connected with, or incident to the San Diego County Fair Independent Midway. It further reserves the right to determine unforeseen matters not covered by these rules, to amend to or add to these rules as in its judgment it may determine necessary.

It is written policy of the State of California and further reinforced by this management that under no circumstances at any time shall there be any gifts or gratuities offered to an employee or officers of the 22nd District Agricultural Association, as they are not permitted to accept them. Nor is any Licensee obligated or expected to offer discounts to any District staff.

Owners/Concessionaires solicited by district employees or officers of the 22nd District Agricultural Association for free gifts or services should immediately report such incidents to the Concessions Director.

SUBLEASING

Licensees are strictly prohibited from subleasing, assigning or apportioning the whole or any part of the contracted space allotted for rides, games, food stands.

THE CONTRACT OF ANY LICENSEE ENGAGING IN SUCH PROHIBITED ACTIONS SHALL BE SUBJECT TO IMMEDIATE CANCELLATION.
The following insurance requirements are set forth by the State of California, Division of Fairs and Expositions, and the California Fairs Service Authority.

**RIDE/SHOW INSURANCE INFORMATION**

Public liability coverage of not less than **$3,000,000 (csl)** is required for any ride classified and licensed by CAL-OSHA as a mobile amusement ride.

If the ride is not classified as a mobile amusement ride, the amount of public liability coverage required is to be not less than **$1,000,000 (csl)**.

**GAME / FOOD INSURANCE INFORMATION**

Public liability coverage of not less than **$1,000,000 (csl)** is required for all game concessions and food concessions.

**GENERAL INSURANCE REQUIREMENTS**

A Certificate of Insurance for both Worker’s Compensation and General Liability coverage is **mandatory** and should be submitted directly by the licensee’s insurance agent to the Concessions Office. **NOTE: only original certificates, without corrections, and with an original signature will be accepted.** This is for the benefit of the Licensee as well as the District.

Licensee is required to keep in effect at all times, during the term of this contract, the insurance requirements provided herein. Non-compliance of these requirements will lead to termination of the contract.

Please refer to EXHIBIT B for more detailed information regarding insurance.

Certificates of Insurance are subject to the approval of the State of California Department of General Services, and Licensees agrees that no work or service(s) shall be performed prior to the giving of such approval.

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**LICENSES, PERMITS & APPLICATIONS (INCLUDING FEDERAL, STATE & COUNTY LAWS AND ORDINANCES)**

**ELECTRIC OR GAS CARTS / MOPEDS**

All carts and mopeds used on the fairgrounds must have a permit to be driven on the fairgrounds. Cart Permits are available on a **limited basis** from the Concessions Office. (Permit fees for carts and mopeds are **$150.00 per vehicle**).

A Certificate of Insurance for General Liability in the amount of **$1,000,000** as evidence of coverage is required before a permit can be purchased and will be kept on file in the Concessions Office. The certificate must state “Golf Cart Coverage” to be valid. Failure to do so will result in a **$200.00 fine**, and jeopardize future participation at the fair.
Bikes are prohibited on the grounds other than those that are authorized by the District for Security and Medical personnel. Carts are considered a safety hazard and Fair management shall have sole discretion to determine the use and limits of electric carts on the grounds (no carts permitted in buildings at any time). Please note: All State of California helmet laws apply to the fairgrounds, and will be enforced.

Skateboards or roller skates/blades are prohibited for personal transportation on the fairgrounds at all times.

PARKING PERMITS

A limited number of parking permits will be issued to owners or authorized employees and will be valid only in designated areas.

POSSESSORY INTEREST TAX

This rental may create a possessory interest subject to property taxation and the licensee may be subject to the payment of property taxes levied on such interest.

Information concerning the possessory interest tax that results from your contract with the 22nd DAA is available from the County Tax Assessor’s Office at 1600 Pacific Highway, San Diego, CA 92101, or by calling their office at (858) 505-6081. In brief the law states:

“Under State law, a possessory interest is the taxable value for the private use of nontaxable public property. The taxable value of the possessory interest is determined by considering the length of the rental, the rental payments, and the permitted use of space.”

The property tax bill for the use of your space at the San Diego County Fair during May / July 2019 will not be issued by the County of San Diego until October 2019. Please remember that this is in addition to, and is not included in, any other payments that you make to the 22nd DAA.

RECREATIONAL VEHICLE FACILITIES / RV SPACE PERMITS

A limited number of camping spaces with full and partial hook ups are available for licensees on the fairgrounds. Housing is available beginning approx. May 20th. Please note there will be no refunds for cancelled reservations.

All required forms must be filled out as requested, regardless of previous participation.

All personnel with quarters in the backstretch must either have a fair badge or backstretch badge to gain access to those quarters.

WORK PERMIT LAW

Licensees who employ youth under the age of 18 are required by law to see that each such employee holds a valid work permit. This includes adhering strictly to all applicable child labor laws.
Fair management does not supply carpenters, electricians, laborers, etc. These may be obtained from the local labor office sponsored by the State of California. Certain electrical, plumbing, and carpentry jobs require the use of fairground employees, see UTILITIES.

MAIL AND SHIPMENTS

ALL BOXES AND OVERSIZED MAIL SHOULD BE SENT TO THE CONCESSIONS WAREHOUSE VIA A SERVICE SUCH AS FEDERAL EXPRESS OR UPS ADDRESSED AS FOLLOWS:

Licensee Business Name
C/O Concessions WAREHOUSE
Location__________Space #____
Del Mar Fairgrounds
2260 Jimmy Durante Blvd
Del Mar, CA 92014-2216

Incoming shipments of merchandise/material for licensees will not be accepted by the 22nd DAA prior to May 27, 2019. Shipments which arrive prior to this date will be returned to sender. Please, plan accordingly! Each package must be signed for prior to picking up.

C.O.D. shipments are never accepted! Concessions warehouse personnel are not permitted to handle money or checks, please do not ask them to do so on your behalf.

Shipments will not be delivered (unless time allows) they will be held on the warehouse dock. Items are to be picked up by the end of the business day (6pm). Any unclaimed shipments will be returned to sender the next business day. NO EXCEPTIONS!

If you plan to receive letter sized mail on-site during the fair, incoming mail for licensees should be addressed as follows:

Licensee Business Name
c/o Concessions Office
Location__________Space #____
P.O. BOX 1088
Del Mar Fairgrounds
Solana Beach CA 92075

There is a self-serve box located in the Concessions Office where incoming mail is filed alphabetically by business name. Any mail not picked up by the end of the fair is forwarded to your address on file, or returned to sender. Overnight and express mail is delivered to the Administrative Office each morning then routed to the Concessions Office.

Outgoing mail may be sent from the Concessions Office provided it contains the proper postage. Stamps are not available on the fairgrounds.

PHONE LINE AND INTERNET SERVICES

For pricing or to request a service agreement for telephone, internet service or hand held radio rentals, please call our Communications Department at 858-792-4400 or e-mail communications@sdfair.com
WI-FI is available on the Fairgrounds. This is a shared and open internet source. Free WiFi has upload and download speeds averaging 1.2 mbps but higher bandwidth plans are available with upload and download speeds of 8 mbps through the Fairgrounds portal page. Please call the I.T. office at 858-794-1065 for more information about the Fairgrounds Wi-Fi.

SIGN SHOP
The Del Mar Fairgrounds has on-site Sign Shop that can provide quality vinyl and digital signs at competitive prices. For more information contact the Sign Shop at signs@sdfair.com or 858-755-1161 x2420.

OPERATING PROCEDURES

ACCIDENTS/INCIDENTS
It is mandatory that all incidents and/or injuries be reported to the Midway Office immediately!!!

BADGING
Photo I.D. badges issued by the San Diego County Fair must be worn as prescribed by the San Diego County Fair in public view at all times by all on-duty midway employees, owners, employees, and operators.

I.D. badges are the property of the San Diego County Fairgrounds. Persons terminated or leaving employment prior to the conclusion of the fair must return their photo I.D. before leaving the fairgrounds.

CHECKING IN AND SETTING UP
Owners/operators may begin staging equipment in the “Green Lot” May 13, 2019. Personnel are not permitted to stay on grounds until housing is available approximately May 20, 2019. Please remember to check in with the Concessions Office upon arrival.

All attractions, concessions, and support equipment (including living quarters, storage and office units) must be positioned on the Fun Zone and Kids Zone by Midway Manager.

Once a site is assigned, no placement of equipment or storage of merchandise outside that space, or on the exterior of any attraction or concession, will be allowed without the prior approval of the Midway Manager.

All set up must be completed in such a time and manner as to assure that attractions can be inspected, tested and fully operational prior to the opening of the Fun Zone and Kid Zone.

CLEAN UP & WATER USE DURING SET-UP
The District has been informed that any run off that does not go directly into the sewer system is a violation of the Clean Water Code. (please refer to attached Exhibit G) Therefore, water use for any equipment will be strictly prohibited.

Every operator/employee will be responsible for sweeping all trash from in and around the booth, out to the front of the booth, at the close of business each day. Empty cartons must not be placed behind or under equipment, nor should they be disposed of in the trash containers meant for public use. There will be a disposal unit for cartons outside of the midway gate.

All cardboard boxes must be recycled. See RECYCLING.
CLOSING NIGHT PROCEDURES

All ride, game and food owners will be given closing night procedures and schedules on July 4, 2019. Please be sure that you read them and instruct your personnel involved in closing accordingly.

CUSTOMER SERVICE

Each ride, game or food stand must have a representative of the company present who speaks and understands English and who is able to communicate with patrons regarding any questions or concerns they may have.

DRUG TESTING

All Midway Personnel must pass a drug test for employment on the midway and are thereafter subject to random testing. There will be no re-testing for those who have tested positive for substance use.

No employee is allowed to operate any mechanical ride under any prescription drugs which may impair judgment.

ECO GUIDELINES

The Fairgrounds is in a beautiful location right on wetlands, Steven’s creek, San Dieguito River and the Pacific Ocean. This reminds us every day that we are responsible for our treatment of the environment. Our expectation is that while you are here you will also treat these resources with the respect that they deserve by following our very simple Eco Guidelines. Our goal is “Zero Waste”. To help us get there vendors are required to comply with the following requirements.

Batteries

AAA-DDD batteries (no auto batteries) must be collected and recycled separately from the blue recycling bins. Please take them directly to the staff at the Recycling Yard located in the Red Lot near the Fire Station and Warehouse.

Food Scrap

Vegetable & fruit food waste is required to be deposited in the GREEN Food Scrap recycling bins. This includes all food prep and pre-consumer vegetable & fruit food scraps. Coffee grounds and tea leaves/bags are also acceptable. This is food for our composting worms, so please NO raw meat, plastics or trash in these bins.

Hazardous Waste

Paint, paint materials and all other hazardous wastes MUST be taken with you when you leave.

Ice & Other Liquids

Put all unwanted ice in the wash rack in the Maintenance Area. Please do NOT put ice or any other liquid in planters or on the ground.

Lighting

All lighting must be LED lighting. (Prohibited - fluorescent, halogen, incandescent lights)
Packaging Peanuts

Unwanted packaging peanuts MUST be bagged in a CLEAR bag while you are inside a building (to help prevent the inevitable blowing of peanuts) and thrown into a trash bin. Do NOT put these in a recycle bin. If your packaging peanuts blow away, you are responsible for chasing them down & keeping them from becoming litter.

Prohibited Materials

Styrofoam/polystyrene products- containers are prohibited. All containers must be made of paper or compostable material (no plastic)

Recycling

Cardboard boxes must be emptied, broken down and recycled. Flattened boxes are to be deposited into the designated BLUE 3 yard bins located behind buildings or in your designated area. There will be signs in the buildings with specific instructions on where you can leave your flattened boxes.

Bottles & Cans (Glass, Aluminum, Steel/Tin & Plastic) go in the BLUE wheeled containers.

Trash

Each vendor/concessionaire must keep their surrounding area free of trash. ALL trash must be bagged in CLEAR bags and deposited into trash dumpsters located all over the property. DO NOT leave bagged trash next to smaller trash cans in public areas- these are for the use of guests.

After Fair closing all bagged trash can be left in the middle of the Avenue for fairgrounds staff to pick up.

Fairgrounds staff will be monitoring all areas for proper compliance with Eco Guidelines. Violations will be issued accordingly.

EMPLOYEE/OPERATOR GUIDELINES

Licensee shall be solely and absolutely responsible for the conduct and personal appearance of all personnel in his/her employ. It is the responsibility of the midway owners to ensure that all employee/operator behavior and appearance is acceptable to District Management. In addition, the following guidelines will be strictly enforced:

⇒ Foul or abusive language will not be tolerated.
⇒ No employee shall touch, grab, or in any way physically restrain any customer.
⇒ Use of drugs or alcoholic beverages by midway employees/personnel will not be tolerated.
⇒ Operators/employees shall be uniformly attired in District uniforms, ID badges visible, black or khaki pants only (no jeans).
⇒ Proper closed-toe and heeled shoes (no flip flops) must be worn for safety purposes.

Smoking, or any other use of tobacco or E Cigarettes, is prohibited for Fun Zone and Kid Zone personnel who are on duty. Tobacco use must be restricted to relief periods, safely away from the public view and attractions, such that matches, ashes and cigar/cigarette butts can be properly disposed of for safe and easy cleanup. The fairgrounds is a non-smoking / non-vaping facility.

Any employee/operator found to be in violation of these rules will be immediately removed from the fairgrounds and barred from working in any capacity at the San Diego County Fair.
INFRACTIONS

All infractions of the Rules and Regulations outlined in the Licensee’s Handbook will be documented. Infractions become part of the annual evaluation and may seriously jeopardize future participation.

MEDIA

With a fair as large and complex as ours, it is important that all publicity information be coordinated through one office. ALL MEDIA/PR inquiries pertaining the Fair and Fairgrounds must be cleared through the Public Information Officer for accuracy and timelines before they are distributed. Please send such materials to Public Relations/Information, 2260 Jimmy Durante Blvd, Del Mar, CA 92014, 858-792-4262- Cell: 619-925-8430.

News media are always looking for story ideas, and they contact our public relations office to get them. By giving your information to this department, you will make your job easier as well as ours.

RE-HIRE POLICY

An employee terminated for any reason must have approval of Midway Management before being re-hired by another company. It is the responsibility of each owner to notify management of the termination of an employee. (See also, BADGING)

SIGNS

All signs must be professionally made, neat in appearance and of a size and type approved by Midway Management. Hand-lettered signs, “paste-over” sign changes, hand-written sign corrections and felt marker signs are not permitted.

SMOKING

The Del Mar Fairgrounds is a non-smoking facility (including E-Cigarettes)

SOUND

The use of any sound system, PA system, or noise-making device must have the approval of the Midway Management. Sound levels will be checked daily and shall not exceed 85 decibels at ANY time. Failure to observe this limit could result in revocation of the privilege. The decision of the Midway Management regarding sound levels will be final.

Remember - horns and sirens will not be permitted after 10:00 pm.

TOWING

Towing cars is necessary to maintain order in our parking lots and we will not hesitate to do so. In the event your vehicle has been towed please go directly to the Guest Services office where you will receive instructions on recovering your vehicle.

Do not go to the Concessions Office, as we will be unable to help you.

UTILITIES

1. Owners must supply 100’ of lead wire and all appropriate “plug in” hardware that meets the requirements of the San Diego County Fair equipment.

2. All utility requirements must be marked on the licensee’s application for booth space. MANAGEMENT RESERVES THE RIGHT TO DENY REQUESTS FOR UTILITIES.
3. If a Licensee requires 208 or 240 volt electrical power, District Management must be advised of the following on the licensee's application:
   a. Type of equipment to be used
   b. Voltage, amperage, and phase requirements
   c. Exact positions where electrical outlets shall be placed

4. Please note 208, 240 or 3 phase electrical power is subject to availability.

5. Hard wiring of electrical equipment is prohibited.

6. Licensees are responsible for the proper installation and operation of their equipment. The District will not be responsible for damage resulting from improperly wired or installed equipment.

**UNIFORMS**
San Diego County Fair logo sport shirts are mandatory for all midway personnel. Please be aware that if a hat or sweatshirt is worn that it must be the current fair logo uniform. No other outerwear is acceptable. Also, only black or khaki pants are to be worn – no jeans will be permitted.
FOOD OPERATORS

AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) makes it illegal to discriminate against anyone because of a physical or mental impairment. It is the responsibility of each licensee and their employees to adhere to the requirements of ADA. In simple terms, every effort should be made to allow guests with disabilities to participate in the purchase of food or merchandise, receive services, etc. The following specific examples will be of assistance in accomplishing compliance.

All licensees at the San Diego County Fair must make a special effort to serve guests with disabilities, for example:

- If someone in a wheelchair needs assistance in ordering or receiving a product, extra effort should be made to assist this person, even if it requires sending an employee outside the concession to take their order, provide service, or deliver the product.

- Your staff should be prepared to read your or menu to a visually impaired guest.

- Strive to meet all reasonable requests. For instance, providing a small beverage in a large cup is a reasonable request for someone with a disability to make; it should be met.

- Remove a stool from counters with seating to provide wheelchair access to the counter and designate the location with appropriate accessibility signage.

Any questions, comments or complaints should be directed to Guest Services office, located on the east end of the Grandstand.

It is the position of the San Diego County Fair that all guests be treated in an equal and courteous manner so that they may participate in the fun and enjoyment the fair offers while insuring a safe and enjoyable experience for all.

APPEARANCE OF PERSONNEL

Licensee shall be solely and absolutely responsible for the conduct and personal appearance of all personnel in his/her employ. Such employees shall be uniformly dressed (see uniform policy above) orderly and polite in their conduct and speech at all times.

Intoxication, use or possession of any controlled substance, or impolite, discourteous or obscene speech or conduct toward, or in hearing range of the public shall be sufficient grounds for termination of this contract at the sole discretion of Fair Management.

AUDIT / VIOLATIONS

Concessionaires must comply with audit requirements and any adjustments that are required as a result of an audit/evaluation conducted by management of the 22nd DAA.

In the event that management determines a violation of audit policy has occurred, penalties will be assessed according to the following schedule:

- First violation: verbal warning
- Second violation: written warning
- Third violation: $200.00 fine
- Fourth violation: immediate contract termination

All violations will be documented and become a permanent record on file. Violations do not have to be of the same nature for this step structure to apply. It is your responsibility to make your employees aware of the severity of audit violations. See also EVALUATIONS / VIOLATION SLIPS.
CASH REGISTER REQUIREMENTS

- All cash registers must be approved and registered with the 22nd D.A.A., with no exceptions. If you are considering a new POS system or cloud-based POS system please note that they must be approved by the 22nd D.A.A. Auditing Office at least two full months before opening day and MUST meet our auditing requirements.
- Every stand must have at least one cash register, and all registers present must have removable and dual tape. Registers and their display must be clearly visible to customers when placing an orders and making payment.
- Maintenance of registers is the concessionaire’s responsibility, and the 22nd D.A.A. and associated staff will not repair or contract for repair on any cash registers. Any cash register problems and/or associated downtime must be reported immediately to the Auditing Department, with no exceptions. The Auditing Department reserves the right to ask for documentation of repair (and associated absence of register sales due to repair) or permanently disabled registers. In some cases, permanently disabled registers may be stored in the Auditing Office until the end of the fair.
- If you have only one register approved and it requires downtime, an auditor must be present for any and all sales made during this downtime.
- All sales must be run up on a 22nd DAA-approved and registered cash register, including credit card sales. Cash drawers must be closed following each sale. A continuously open cash drawer or use of separate cash box is prohibited.
- All cash registers must have a functional credit card method of payment key, in addition to a cash method of payment key. Individual sales on detail tapes must be labeled by the register as cash or credit and must be easily discernable by auditing personnel.
- A cash register receipt must be given out with each transaction. If the sale is a credit card sale, you must give the customer a receipt from both the cash register and from the credit card terminal.
- Please keep “No Sales” to a minimum. Excessive use of the “No Sale” key will be considered an indication that unrecorded sales have occurred and a factored amount will be added to daily sales by Auditing Department.
- Over-rings - If a cashier makes an error after the sale has been finalized on the register, then it must be recorded on the over ring report and circled on the cash register detail tape. The correct sale amount must be re-rung in to the cash register. If excessive over-rings occur, we will require you to program pre-set price keys that can be cancelled before hitting the total key. Voids are prohibited once a sale has been finalized – there should be no negative sales. Keep the receipt tapes from all over-rings and attach them to daily over-ring reports.
- Under-rings - There should be no under-rings
- The Auditors have been instructed to report any repeated offenses to the Concessions Director and CFO.
- Daily sales figures as reported by the Auditing Department will be used as the basis for your final sales figures. You will bring your Z reports and detail tapes from each registered cash register to the Auditing Department on a daily basis by 12 Noon the day after (or the next open fair day). All Z reports must have a line item for the total dollar value of cash sales, and a separate line item for the total $ amount of credit card sales. The auditors will review the information and record daily sales for rent calculation.
- Cash register tapes will be returned to you unless you request otherwise, although the Auditing Department reserves the option to retain detail tapes while discrepancies are dealt with.

Every stand must have at least one approved and registered cash register. Each register must have the following demonstrated capabilities to be approved:

⇒ Customer Display (must be visible to public)
⇒ Continuous non-resetting grand total
⇒ Cumulative Z counter
⇒ 30-day working battery back-up
⇒ Readable tape (both receipt and detail)
⇒ Consecutive transaction numbers
⇒ X and Z report readings
⇒ Key pad protector
⇒ CURRENT PRINTED DATE & TIME ON DETAIL TAPE
⇒ DUAL TAPE CASH REGISTER
The District reserves the right to approve the type of cash register used.
We require preset register keys; this allows for better auditing and also eliminates those large over-rings resulting from mistakes in number entry (e.g. $55,000 instead of $5.50).

CONDIMENTS
Each stand must provide napkins, straws, and/or condiments (when applicable) to be available upon request. Condiment areas must be kept clean and fully stocked at all times.

COOKING OIL
All cooking oil must be Trans Fat Free.

CREDIT CARDS
All stands must have the capability to accept credit cards as a form of payment from the customer, and must take credit cards as a method of payment, unless otherwise determined by management. Please note that the State of CA allows for posting of $10 minimum credit card purchase signs. Any credit card machine problems and/or associated downtime must be reported immediately to the Auditing Department, with no exceptions. In addition:
- You must provide District with copies of credit card machine batch reports daily, for each credit card machine you have. These daily batch reports must have the details of each transaction, including the date and time of each sale as well as the dollar amount, and must also have a credit card total $ amount at the end of the report.
- Auditors will check daily to make sure that your batch report credit card sales totals match credit card sales reported by your cash registers in Z reports. In the event that these amounts do not match and your batch report exceeds register-reported credit card sales by $50 or more, we will add the discrepant amount into your daily sales totals and use this adjusted amount for rent calculations. The Auditing Department reserves the option to complete a detailed audit to attempt to reconcile differences in lieu of adding the discrepant sales back into daily sales totals on the second time this occurs. Repeated discrepancies beyond a second time will result in violations in conjunction with a meeting between the concession owner/manager, the Fair Management, and the Auditing Supervisor, and the discrepant amount will be added into daily sales totals.

All licensees will be required to comply with all Federal credit card law policies.

EMPLOYEE DISCOUNTS
Licensees are not expected to offer, nor are they obligated to extend, discounted or free food to employees or officers of the 22nd DAA. You are encouraged to notify the Concessions Office if approached or solicited by any employee asking for free or discounted food.

EVALUATIONS/VIOLATION SLIPS
Food space evaluation includes, but is not limited to: proper use of cash register procedures, posting of microwave sign, observation of hours of operation, compliance with recycling regulations, cleanliness/appropriate attire of personnel, courtesy of personnel, proper clean-up and disposal of waste products, professional menu board posted with prices, and complies with proper food handling procedures.

It is your responsibility to make your employees aware of the impact these evaluations have on future participation at the fairgrounds. Response to written violations should be provided on the back of the violation slip and returned to the Concessions Office within 24 hours. Violations play an important role when deciding to invite a Licensee back to the San Diego County Fair. Licensees are required to comply with any adjustments deemed necessary as a result of an evaluation conducted by the 22nd DAA.

ICE/GREASE DISPOSAL
Leftover ice must be dumped in the wash rack at the maintenance dock at the end of the day, not in the planters or on the ground. Grease containers will be provided. Licensees must use proper disposal containers for grease, cooking oil, and raw garbage. Do not dispose of grease in planters, trash bins or sewers—you will be fined $250.00 for each violation. It is the entire responsibility of the concessionaire to have all grease removed at the end of the fair. Also, each location must provide a means for protecting the ground/pavement from grease spillage under each grease barrel. Failure to use the proper containers for disposal of your grease or remove all grease after the fair will result in a $250.00 fine, and you will not be allowed to return to the fairgrounds the following year.
MENU/PRICE LIST
Menu boards at each stand must be easily readable and visible from the front of the stand. Menu board must reflect the price of item before tax and indicate that tax will be added. Sales tax is to be added on top of the menu price of items and not already included within. Menu boards must reflect that “prices do not include sales tax”, “plus tax”, or similar terminology. Once submitted and approved, menus cannot be changed without written approval from Concessions Office.

All signage must be of a professional nature. No handwritten signs will be allowed. In addition — menu boards made with ‘interchangeable’ peg like lettering will not be allowed.

MICROWAVE NOTICE
If a microwave is used in food preparation, Concessionaires must post a notice visible to the public to that affect.

MUSIC/SOUND AMPLIFICATION
Any use of music and / or sound amplification (microphones, etc.) must have prior approval from the Concessions Department.

NAPKINS
No loose napkins are allowed. They must be dispensed individually (either handed to customer, on a roll, or single napkin dispenser). Please use only biodegradable products whenever possible; knives, forks, spoons, cups and unbleached napkins etc. to help our environment.

PROHIBITED FOOD CONTAINERS §
Current Board policy prohibits the use of all polystyrene (styrofoam) containers. Violators will be assessed a daily fine of $50 until the situation is corrected.

PROMOTIONS
- Souvenir Cup Refill program – all 32 oz drinks are to be sold in the fair logo souvenir cup. Refills are to be available for the predetermined suggested price.
- Taste of the Fair — Taste size samples of one menu item are to be available between 12 Noon and 5pm on Thursdays of the Fair for $3.00 per Taste.

○ Coupon (soda) Sales
Soda coupons in the value packs are Buy One Get One Free. Soda coupons should be marked with a dark marker once accepted and turned in to the Auditing Department daily to allow for analysis of coupon use and to prevent recirculation of soda coupons. All other coupon sales are to be rung into the register in the amounts reflected on the coupon.

QUEUING LINES
When necessary, concessionaires are required to provide queuing lines in order to avoid blockage of main avenue or walkways.

SELLER'S PERMIT
Any Licensee who will be selling or taking leads for future business must obtain a California state sales permit number. All licensees must file for this permit, even if only taking leads for future business while at the San Diego County Fair. A current, valid copy of your permit must be on file with the Concessions Office. Licensee without a valid sellers permit during the fair will be closed down. Please be sure your permit is valid for the entire run of the fair (May 31 – July 4, 2019) and the name on the permit must match the contracted name.

The California Department of Tax and Fee Administration previously known as State Board of Equalization wants to make doing business in California as easy as possible. You can register for a seller's permit or use tax account online using electronic registration. Their website is www.cdfta.ca.gov or contact them at 800-400-7115
SETTLEMENT

There will be a preliminary settlement during the fair (date To Be Determined)

Settlement will occur from 10:00 p.m. to 12:00 a.m. closing night and 9:00 a.m. to 12:00 p.m. on July 5th (hours are subject to change). Concessionaires wishing to settle July 5th must make prior arrangements with the Concessions Auditing Office. Any vouchers issued by the District should be turned in daily.

Violations will be issued to those who fail to settle by 12:00 p.m. (noon) on July 5th.

SEXUAL HARASSMENT POLICY

The 22nd District Agricultural Association is committed to providing a work environment which is free from sexual harassment. Sexual harassment refers to behavior which is not welcome, personally offensive and interferes with employees' effectiveness and work environment. Sexual Harassment is unacceptable and will not be tolerated.

SIGNS / BANNERS

Any changes to your top of stand marquee sign, banners, or side wings must have prior approval from the Concessions Department.

Sidewalk signage must also have prior approval from the Concessions Department and approval will be granted on a case by case basis only.

SMOKE FROM STANDS (I.E. BBQ GRILLS)

All smoke from your stands must be controlled in such a manner as to not be directly blown towards the public/customers.

SPONSORSHIPS / PROMOTIONS

Concessionaires will be required to participate in District sponsored promotions (i.e. - District beverage cups, exclusive beverages provided, etc.)

STAND HOURS

Your stand is required to be open at designated hours as outlined. Your stand should never be left unattended!

TIPS

Visually or verbally soliciting for tips is strictly prohibited.

TRASH

It is the responsibility of each Concessionaire to keep the area surrounding their food stand, including tables, free of trash. All trash must be set out after the Fair closes at night, do not leave this until the morning as daytime pick-ups will not be made. Trashcans are for the use of the public. Do not pile trash next to the trashcans. A limited number of three-yard trash bins are available on a first come first serve basis.

WATER ♦

Each stand must provide water to any patron who requests it. Cups will be provided by the District and may be obtained in the Concessions Warehouse.
IN ADDITION TO GENERAL POLICY AND PROCEDURES, GAME OPERATION MUST
ADHERE TO CASHLESS MIDWAY AND SOFT SELL APPROACH POLICIES AND
PROCEDURES.

INFRACTIONS OR VIOLATIONS OF THESE POLICIES MAY RESULT IN IMMEDIATE
EXPULSION OF OFFENDER. REPEATED INFRACTIONS WILL RESULT IN REMOVAL
OF THE GAME.

CASHLESS MIDWAY POLICIES
- ONLY DISTRICT ISSUED TENDER (i.e. Fun Pass Card) IS TO BE ACCEPTED – NO CASH
  TRANSACTIONS ARE PERMITTED AT ANY TIME.
- Only District issued scanners may be used and may not be altered.
- All game play requires payment before each play. Charging after play is not permitted
- Attendant may not handle the player’s redemption card (Fun Pass) at any time.
- Attendant is required to inform player of tickets deducted for each play.
- Attendants with Fun Pass cards or cash on their person while operating the game are subject to
  immediate termination – owners shall provide an area to store personal belongings.
- All employees must attend Fun Pass training sessions.
- Operators will incur a $225 rental charge for each scanner.

SOFT SELL APPROACH POLICIES
Soft sell refers to a sales approach that features subtle language and a non-aggressive technique without
psychological pressure. This is best achieved with hourly employees rather than commissioned agents.
Should employees be paid on other than an hourly basis, the District must be so informed.
- The customer must initiate conversation with the attendant. Once a customer engages and plays they
  may be asked to try again. At no time shall the customer feel pressured by the attendant to play the
  game.
- No attendant may touch, grab or in any manner physically restrain any player.
- Employees/operators shall not throw or toss an object such as a baseball, ping pong ball etc., to a
  patron for the purpose of luring them to the game.

GAME APPEARANCE AND SIGNAGE
- In order to provide uniformity, all “stick joint” canvas material must be solid red; all equipment must
  be in new or like-new condition.
- Only L.E.D. lighting is permitted.
- No obstacles shall be permitted to hinder the play of the player, i.e., low hanging plush on pitch
  games. All large items must be contained inside game. No stock is to be on the ground.
- Every game operated at the San Diego County Fair shall have conspicuously posted, at all times while
  in operation, how the game is played and exactly what is required of the player in order to win each
  prize offered as well as game rule signs as provided by the District and must be visible at all times.
- The District will provide a sign indicating the appropriate number of game tickets required for play.
- Signs must be of permanent type material such as wood, metal, plastic or masonite, and the lettering
  shall be plainly readable to the public eye. All price signs must be in figures at least 4” (four-inch) in
  height and must be professionally made. Any restrictions on numbers or types of prizes which may be
  won by an individual player per day must be clearly posted.

17
MERCHANDISE

- NO CASH PRIZES ARE PERMITTED
- Games shall run a minimum of 25% giveaway. Operators must comply with audit procedures including but not limited to stock usage reports.
- All merchandise, which can be won must be openly displayed in public view.
- No merchandise shall be displayed which is not one of the prizes possible to win.
- All displayed merchandise shall be marked so that any player may know in advance what is required to win any of the prizes.
- Merchandise must be tagged in such a manner as to identify the concession owner from whom it was won.
- When an “object target” is used for “choice”, it must be stated that the object target is just that, and not a possible prize.
- No drug related paraphernalia, pornographic materials, knives, weapons, laser pointers, etc. shall be displayed, sold or given as a prize. See PROHIBITED ITEMS in this document for more detail. The decision of Midway Management regarding prohibited materials shall be final.

NOVELTY ITEMS such as balloons, inflatable toys, and glow-in-the-dark novelty items are covered under the 22nd DAA’s novelty contract as exclusive items for sale by that contractor only. These items may not be sold, displayed, or used as giveaway promotions by any other Licensee or participant in the San Diego County Fair.

GENERAL RULES

- No game shall be permitted in which the outcome of the game is dependent upon the judgment of the attendant.
- No flat stores, alibis, games of chance, or mixed games of chance and skill will be permitted.
- No game of skill may be played without charge for use or play, or for an amount greater or less than the approved and posted cost of game. No free or “bonus” play may be provided as an incentive for customers to start games.
- No personal items are to be given away as an incentive to play a game (i.e. Xbox, I-pods, etc.)
- Group Games with one to three players win small toy; four and up equals choice.
- On a build-up game, all prizes must be clearly marked and posted so that the player understands the rules and exchanges of smaller prizes for larger prizes. There will be a maximum of 4 trades on a build-up game (with a Minimum of a $5.00 prize for a $20.00 play). At least 1 (one) of each size prize to be won must be marked with a minimum 2” sign (1 win, 2 wins, etc.) with minimum one-inch letters. If the front counter is over 16” (sixteen feet) long, they must be marked at each side of the counter.
- Balloon Stores are to be standardized at 3 plays for $5.00 with no more than 3 steps. Each Balloon Store game must have signage to explain the steps.
- Foul lines are not permitted for any game operation.
- If the game requires the employee to stand outside the game, they must remain within 4 feet from counter as designated by tape on the ground (or matting).
- Bank-a-ball games shall have baskets or tubs secured in such a manner that they don’t move – NO edge shots are to be called. However, it may be constructed in such a manner that there is a device located on the edge devised to fall when struck.
- Approval must be received from management for the usage of microphones. The decision of Midway Management regarding sound levels will be final.
- There will be no substitute games without the approval of Midway Management.
- Any game operating with mechanical or motorized equipment must be equipped with a 2 1/4 pound ABC fire extinguisher.
- No usage of cell phones is permitted within games.
PAYMENT OF FEES

Game owners will pay rent of a minimum guarantee (based on use of space) vs. 24.5% of the game gross whichever is higher. 24.5% of the total minimum guarantee due will be assessed from each rent check until the minimum has been met with payment of 24.5% of the gross thereafter.

PROHIBITED ITEMS

The following may not be sold, displayed, or given away on the fairgrounds (including parking areas):
⇒ pornographic or drug-related items
⇒ products made from any endangered animals
⇒ stickers: A fine of $200.00 per occurrence will be assessed to any Licensee whose stickers are found anywhere on the grounds. Any Licensee found to be selling or giving away stickers will receive a violation notice, which may jeopardize future participation in the fair.
⇒ flyers: A fine of $500.00 per violation applies to the distribution of flyers outside your booth
⇒ Stun guns, switchblades, brass knuckles, high-powered water guns, rubber bands toys/guns, fireworks, pyrotechnical equipment and martial arts weapons.
⇒ laser pointers
⇒ mirrors that display pictures that are inappropriate for a family venue as determined by management.

SAFETY

As with rides, games shall be operated with safety in mind.

Games such as darts, baseballs, etc., shall be designed so that objects thrown will not pass through or around backboard, or bounce back into the player area.

Lights shall be guarded against breakage by objects being thrown.
RIDE OPERATIONS

CAL OSHA

All rides and shows must bear current CAL-OSHA permits in order to operate on the San Diego County Fairgrounds.

CASHLESS MIDWAY POLICIES

1. Only District issued scanners may be used and may not be altered.
2. Operator may not handle the player’s redemption card (Fun Pass) at any time.
3. Operator is required to inform guest of tickets deducted for each ride.
4. Operators with Fun Pass cards on their person while operating the ride are subject to immediate termination.
5. All employees must attend Fun Pass training sessions.
6. Operators will incur a $225 rental charge for each scanner.

GENERAL RULES AND REGULATIONS

1. The appearance of all ride and other midway equipment must meet the approval of the Midway Management, whose decisions on such matters shall be final.
2. All prices to be charged for rides shall be determined by District management prior to opening of the fair. No price changes will be permitted after the start of the fair without the prior consent of Midway Management.
3. Ticket signs designating the number of tickets required to ride/enter will be provided by the Midway Office, and must be conspicuously posted.
4. All rides shall be inspected prior to opening. All rides shall be fully assembled and operational in a timely manner to insure the ride inspectors have adequate time to conduct the inspection.
5. Clearly understood and visible signs, approved by Midway Management, that communicate to the public appropriate instructions and warnings regarding safe use of attractions must be prominently posted at each attraction. These signs should include, but not be limited to, instructions for persons with disabilities, and parents of minor children, as well as limitations or exclusions due to age, weight, height or physical condition. (Midway and Kid Zone personnel are responsible for observance and enforcement of these instructions, warnings, limitations and exclusions.) Signs should be in good repair.
6. The District has established the following penalties for rides that are not in operation on opening day.

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,500.00</td>
<td>first day</td>
</tr>
<tr>
<td>$2,000.00</td>
<td>second day</td>
</tr>
<tr>
<td>$5,000.00</td>
<td>each day thereafter</td>
</tr>
<tr>
<td>$ 300.00</td>
<td>per day for kiddle rides</td>
</tr>
</tbody>
</table>

7. These assessments will be made on a per-ride basis. The determination of the District to assess the penalty for non-performance is final.

8. All rides must be maintained in good electrical and mechanical condition, and be under the supervision of a competent operator at all times when the ride is in operation.
9. If a ride is down for any reason, it is mandatory that it be reported to the Midway Office immediately. The ride must be inspected prior to re-opening. If a ride is shut down for any repair other than preventive maintenance, the pending repair shall be reported to the midway office prior to initiating the repair. Upon reporting such, the midway office shall issue a sign stating “Closed for Maintenance”. This sign shall be in place prior to initiating repairs. Once repairs have been completed, the repairs shall have the midway safety representative’s approval prior to restarting the ride. If such approval is given, the sign shall be removed and the ride can be restarted.

10. All ride owners shall have adequate fencing to completely enclose their ride as well as fencing between their ride and the next to help limit the patrons from cutting between rides and provide protection to spectators and riders. All kiddie rides shall have fencing with gates on both the entrances and exits. All fencing must meet ASTM standards. In the case of aerial rides or swings, a barrier must be present to provide a safe distance from the outmost arc of such swing/aerial ride. Power units must be shielded so as to afford public safety.

11. No rides or power units shall be located as to present a fire hazard to adjacent buildings, exhibits, or other structures.

12. All electrical wires leading to and from a riding device must be protected and insulated so as to present no shock hazard. All electrical equipment must be properly grounded. All electrical junction boxes must be locked and sealed. The District will make every effort to accommodate each ride’s electrical requirements. In the event that we cannot do so, the owner of the ride will be responsible for providing additional boosters and/or generators.

13. Small children shall not be allowed on thrill rides unless accompanied by an adult. Any ride from which a patron might fall, be knocked, or thrown from shall have lap bars or seat belts, as appropriate.

14. The operator of a ride must insure that no one is permitted on a ride who appears to be in an intoxicated condition, is not wearing some foot protection (shoes or sandals), or is carrying any article which might be dropped from the ride.

15. A fire extinguisher which meets the standard of State and local fire officials must be present on every ride and must be properly charged at all times.

16. All owners shall have in their possession all of the maintenance and operation manuals, proper set up tools, equipment, and parts to maintain their rides properly throughout the fair.

17. All rides shall be 100% mechanically sound as per the manufacturer standards. At the discretion of the fair, if there are any questions about the ride’s state of repair, an authorized representative of the fair shall confirm the ride’s condition prior to the fair.

18. All rides shall have an identification sticker issued by the midway safety representative posted on the ticket sign prior to opening to the public. This would ensure that the ride has been completely inspected and approved for opening. A current California ride inspection sticker shall be posted.

19. All horns and sirens on rides shall only be used as a signaling device pending approval from midway management.

PROMOTIONS (PAY ONE PRICE)

Licensees must participate in any special promotions as required by the District. Wednesdays and Thursdays in June are Wristband Promotion Days. Payment will be made to each owner at the end of the fair after the total ride gross and down time has been figured.

FAST PASS

Each ride is required to maintain a Fast Pass lane all hours of operation.
FAIRTIME INFORMATION

ADMISSION PRICES

Admission prices for this year’s fair are as follows:

- Adult (age 13+) $20.00
- Senior (age 62+) $14.00
- Child (age 6-12) $14.00
- Child 5 and under free

WFA Members Credentials are recognized for admission to the Fair. Upon presentation to the Concessions Office, a fair badge or equivalent credentials will be issued.

Discount admission and Family Pack tickets will be available through Albertsons/Vons Grocery Stores.

FIRST AID

Professional medical personnel are on the grounds during all operating hours of the fair. Please direct persons seeking assistance to the east end of the Grandstand, ground floor. NOTE: You are required to immediately report any accident to Guest Services.

GIFT SHOPS

Gift items such as shirts, mugs, pins, and specialized products embossed with this year’s San Diego County Fair logo are available at our gift shop locations. Shops are located at the O’Brien Gate, Family Funville, Activity Center and Avenue. Hours are the same as fairgrounds operating hours.

GUEST SERVICES

Guest Services is located in the east end of the Grandstand on the ground floor. Guests seeking information, assistance or wishing to make suggestions/complaints should be directed to Guest Services.

INFORMATION BOOTHs

Information booths provide directions, answer questions and offer general assistance to our patrons. The five booth locations this year are: O’Brien Gate, Durante Gate, Family Funville, West Gate and Mission Tower.

LOCKERS

Locker rental is available for patrons at Durante Gate and east of the Wizard of Haze. There is a nominal charge for locker rental.

LOST AND FOUND, LOST CHILDREN & ADULTS

Guest Services is located in the east end of the Grandstand ground floor. This service handles lost and found items and reunites lost children and adults with their parties. All found items are kept until mid-September and then donated to local charities. In addition, there is a Sensory Room available in the Guest Services office for guests who have any sensitivity issues (e.g. Autism, PTSD). Sensory Bags are also available that can be checked out for use while attending the Fair. Please direct any patron with questions regarding lost/found items to this area.

PETS

Pets may not be brought onto the fairgrounds without a permit unless they are entered in competitive events or other exhibitions. At no time will pets other than assistance animals be allowed in the buildings, commercial spaces, Midway areas, or any area accessible by the public. Animals are required to stay in your camper. Licensee is responsible for cleaning up after animal.
NOTE: Pets are not permitted on the midway at any time! Animal Control will be called to assist with the removal of any pet found on the midway.

PROGRAMS
Programs listing all events, competitions and performances are available at numerous newsstands located throughout the fairgrounds, as well as information booths.

SPECIAL DAYS
OPENING DAY!! Friday, May 31st 4 pm (Albertsons/Vons discount Fair Day)
Saturday, June 1st & Wednesday, June 5th – (Albertsons/Vons discount Fair Day)
Saturday, June 1st Out at the Fair
Saturday, June 8th Toast of the Coast Wine Festival
Saturday, June 15th Asian Festival - Paddock
Friday, June 14th - Sunday, June 16th San Diego International Beer Festival
Saturday, June 23rd Gospel Festival
Saturday, June 23rd Distilled Festival
Wednesdays/Thursdays (June only) – Pay-One-Price Wristband promotion on the Midway
Purchase until 6:00 p.m.; ride until 8:00 p.m.

Thursdays Taste of the Fair - sample size food portions for $3.00 from noon to 5 pm
Thursdays Senior’s Day - special entertainment for seniors
Fridays Kid’s Day - children 12 and under admitted FREE
Saturday, June 29 Junior Livestock Auction
Tuesday, July 4th Midway opens @11:00 am

Please check our website www.sdfair.com for most current up-to-date information

STROLLER / WHEELCHAIR / ELECTRIC SCOOTER RENTAL
Stroller rental is available at both the O’Brien and Durante gates for patrons. There is a nominal charge for stroller rental. Strollers are available in limited quantities.

Wheelchair and electric scooter rentals are available at both the O’Brien and Durante gates for patrons. There is a charge and deposit required for wheelchair rental. Wheelchairs and electric scooters are available in limited quantities.

WILL CALL
If you wish to leave tickets at the front gate for someone, please deliver them to the Will Call booth located at the O’Brien Gate. These items will be held until picked up by the designated person(s) upon presentation of proper I.D.

PARKING OFF-SITE AND SHUTTLE SERVICES

PARKING FEES FOR PUBLIC LOTS
Public parking fees are $15.00/vehicle (preferred parking $25.00). Credentials are not accepted in any public lot.
PARKING LIABILITY LIMITATIONS
The 22nd DAA is not responsible for fire, theft, damage to, or loss of vehicles; or articles left therein, on the premises. Any person parking in non-designated areas does so at their own risk, and is subject to towing and storage fees.

PARKING OFF-SITE AND SHUTTLE SERVICES

As of publishing date the following off site lots will be used for parking. For the most current up to date information please go to the website at https://www.sdfair.com.

HORSEPARK EQUESTRIAN CENTER: Parking and shuttle service is available (for a fee) daily at Horsepark Equestrian Center, located approximately 2 miles east of I-5 at the corner of Via de la Valle and El Camino Real. Offered every day that the Fair is open. Employee shuttles begin at 7:15 a.m.; public shuttles begin one hour before gates open. Buses operate until one hour after the sweep is complete. If a ride is needed after this time, contact Dispatch.

TORREY PINES HIGH SCHOOL (weekends and July 4th at 9:00 a.m.): as of Wednesday June 19th, opens at noon on days that the Fair is open. I-5 and Carmel Valley or Del Mar Heights Road The Torrey Pines High School parking lot may be reached by exiting I-5 at either Carmel Valley Road or Del Mar Heights Road, and following the signs east to the school. Alternate route: use El Camino Real north to Del Mar Heights Rd., then east on Del Mar Heights to Torrey Pines High School.

MIRA COSTA (only weekends and July 1st - 4th at 9:00 a.m.): I-5 and Manchester Road Mira Costa College parking lot of the San Elijo Campus. The lot may be reached by exiting I-5 at Manchester Avenue and traveling east approximately 1/4 mile.

Please note that on Opening Day and promotional days that these lots will fill up very early, so please plan accordingly.

NORTH COUNTY TRANSIT DISTRICT: Catch the BREEZE Fairgrounds Shuttle (Information is subject to change)

BREEZE Shuttle buses serve the San Diego County Fair at the Del Mar Fairgrounds – NCTD operates a Special Route 408 during the Fair from Escondido Transit Center directly to the Fair’s West Gate. Also, Route 101 runs from Oceanside to La Jolla. Passengers can get off the 101 across from the Solana Beach train station and transfer to the Fair shuttle, which leaves from the front of the train station (you must show your BREEZE ticket to ride the Fair shuttle)

From Escondido - Route 408
The first trip from the Escondido Transit Center departs at 9:45 a.m. and leaves every hour, with the last trip of the day at 9:45 p.m. The trip takes 45 minutes and will drop you off near the Fair’s West Gate entrance (in the Fair’s Fun Zone). Return trips to Escondido leave the Fairgrounds at 10:45 a.m. and every hour until the last trip at 10:45 p.m.

From Solana Beach - Route 401
This revamped shuttle now runs until 11:45 p.m. (last bus leaves the fairgrounds) from the Solana Beach train station to the Fairgrounds! Catch the BREEZE Fairgrounds Shuttle in front of the COASTER station located north of Lomas Santa Fe on N. Cedros Avenue. Shuttles leave approximately every 20-25 minutes and will drop you off near the Fair's West Gate entrance (in the Fair's Fun Zone). The first shuttle leaves the Solana Beach COASTER station at 8:00 a.m. and runs until 12:05 a.m. The last trip from the Fair's West Gate leaves at 11:45 p.m. for return trip to the station.

From the COASTER train
The COASTER train runs between Oceanside and San Diego's Santa Fe Depot, with a stop in nearby Solana Beach. Shuttles run between the Solana Beach station and the Fair's West Gate; present a bus or train ticket to the shuttle driver to board. Plan your trip with information on the NCTD website http://www.gonctd.com/coaster (Schedules subject to change) For more information, dial 5-1-1 for transit information or visit http://www.gonctd.com

FAIR TRIPPER – shuttle and Admission combo package
Ride to the 2019 San Diego County Fair safe and relaxed with the Fair Tripper ticket package! Available every day the Fair is open for just $21 adult/$13 youth you’ll enjoy round trip on the COASTER, SPRINTER or BREEZE and admission to the Fair. (FLEX service not included). Your Fair Tripper ticket is also valid on 6 Select Amtrak trains that stop at all 8 COASTER stations.
2019 San Diego County Fair

IMPORTANT PHONE NUMBERS

FAIRGROUNDS SWITCHBOARD
858-755-1161

SECURITY – EMER. Ext 4271
SECURITY DISPATCH – Ext. 2820
FIRST AID – Ext. 2814
GUEST SERVICES / Lost Child – Ext. 1124
CONCESSIONS OFFICE – Ext. 4218
JANITORIAL (Restroom Supplies & Spills) – Ext. 2618
WAREHOUSE – Ext. 2612

All extensions can be reached by first dialing 858-755-1161 and enter extension at the prompt.
22nd District Agricultural Association
2019 San Diego County Fair

I have read and will abide by the contents of the LICENSEE'S HANDBOOK which is named "EXHIBIT A" in my contract with the 22nd District Agricultural Association.

Please Print

Company Name

Contract#

Owner/Licensee Signature

Date

F:2018Fair/midway/exhibits/exhA/4/9/2018
INSURANCE STATEMENT

EVIDENCE OF COVERAGE

The contractor/renter shall provide a signed original evidence of coverage for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Citrus Fairs, or California Exposition and State Fair, their 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 District with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. LIST AS ADDITIONAL INSURED ENDORSEMENT: “The State of California and the 22nd District Agricultural Association, their agents, directors, officers, 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 0001. Limits shall be not less than: $5,000,000.00 combined single limits per occurrence for Fairtime Carnival Rides; $3,000,000 combined single limits per occurrence for Motorized Events All Types; $3,000,00 combined single limits per occurrence for Rodeo Events all types with a paid gate and any Rodeo Stock events; $2,000,000 combined single limits per occurrence for Rodeo Events All Types without a paid gate and with any Rough stock events; $1,000,000 combined single limits per occurrence for Rodeo Events All Types without any Rough Stock Events; $2,000,000 combined single limits per occurrence for Interim Carnival Rides, Concerts and Raves with over 5,000 attendees, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, and Simulators; $1,000,000 for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

   b. Automobile Liability – Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving extensive use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

   c. Workers’ Compensation coverage shall be maintained whenever contractor/renter has employees, as required by law.

   d. Medical Malpractice – Medical Malpractice coverage with limited of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

4. Cancellation Notice: A statement by the insurance company that it will not cancel said policy or policies without giving 30 days prior written notice to the named certificate holder.

5. CERTIFICATE HOLDER:
   • For Individual Events Only – District, along with District’s address, is listed as the certificate holder.

   22ND DAA / DEL MAR FAIRGROUNDS
   ATTN: CONCESSIONS DEPARTMENT
   2260 JIMMY DURANTE BLVD.
   DEL MAR, CA 92014-2216

   • For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

   OR

B. California Fair Services Authority (CFSA) Special Events Liability Insurance - The contractor/renter purchasing special events liability insurance through the District, when applicable.

   OR

C. Master Certificates - A master certificate of insurance for the contractor/renter has been approved by and is on file with CFSA.

   OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by CFSA.

MAINTENANCE OF COVERAGE: The contractor/renter agrees that the commercial general liability (and automobile insurance and/or workers’ compensation, if applicable) insurance coverage herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the District, 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 the California Fair Services Authority, and contractor/renter agrees that no work of services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect as all times insurance coverage as herein provided, that District may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

PARTICIPANT WAIVERS - For hazardous participant events, the contractor/renter agrees to obtain a properly executed Release and Waiver of Liability Agreement (CFSA Form "Release Lib") from each participant prior to his/her participation in the event(s) sponsored by contractor/renter.

"Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Teams Events, Equestrian-related Events, Motorize Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fairs Service Authority at (916)921-2213 for further information."
STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**
   Contractor, by signing this contract, does swear under penalty of perjury that no more than one 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 the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this Agreement, a dispute arises between Contractor and Fair Management, which cannot be settled by discussion, the Contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause/Statement of Compliance (GC 129901CCR 8103-8120)**
   During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. 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. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

   Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

5. **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.

6. **Termination**
   The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the Contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)**
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 (PCC 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 (PCC 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. (PCC 10420.)

9. **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.

10. **Air or Water Pollution Violation (WC 13301)**
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.
EXHIBIT E

State of California
DRUG-FREE WORKPLACE CERTIFICATION

Company Name

From and after the “Date Executed” and until ________________, and at the election of the contractor or grantee, the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without the necessity of requiring the contractor or grantee to provide a new and individual certificate for each such contract or grant. If the contractor or grantee elects, as provided above, by filling in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as is a certificate was separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. 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, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
   a) The dangers of drug abuse in the workplace.
   b) The person’s or organizations policy of maintaining a drug-free workplace.
   c) Any available counseling, rehabilitation and employee assistance programs, and
   d) Penalties that may be imposed upon employees for drug abuse violations

3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
   a) Will receive a copy of the company’s drug-free policy statement and
   b) Will agree to abide by the terms of the company’s statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the country below, is made under penalty of perjury under the laws of the State of California.

OFFICIALS NAME

DATE EXECUTED
EXECUTED IN THE COUNTY OF

CONTRACTOR OR GRANT RECIPIENT SIGNATURE

TITLE

FEDERAL ID. NUMBER
Contractor certifies that he/she has no employees and is not subject to the provisions of Section 3700, et seq., of the California Labor Code, which requires every employer to be insured against liability for worker's compensation claims or to undertake self-insurance in accordance with the provisions of the Code. Contractor agrees that he/she will comply with such provisions immediately upon hiring any employee.

Contractor is aware that this statement is for the internal use of the 22nd District Agricultural Association and does not alter the workers' compensation requirements in the Labor Code of the state of California defining "employees."

(If you have any questions as to what defines an Independent Contractor, please contact the local Division of Labor Standards Enforcement (DLSE) at (619) 220-5451 or www.dir.ca.gov – FAQ section re: Independent Contractors)

___________________________
Company Name

___________________________
Signature of Contractor
"Water is the driving force of all nature."
Leonardo da Vinci

Preventing Storm

For Staff, Promoters, Vendors,
Fairgrounds Events

Learn more about storm water pollution prevention at:
www.sdcoastkeeper.org
www.projectcleanwater.org
www.thinkblue.org

Del Mar Fairgrounds
2260 Jimmy Durante Blvd
Del Mar, CA 92014
www.sdfair.com

Del Mar Fairgrounds
Tel: (858)755-1161
What you are required to do...

at the Fairgrounds

- Use only designated construction site entrances.
- Keep equipment away from silt fences, fiber rolls, and other sediment barriers.
- Know the locations of disposal areas, and know the proper practices for trash, concrete, paint washout, hazardous material, etc.
- Keep soil, materials, and liquids away from paved areas and storm drain inlets. Properly contain these materials using mechanisms such as silt fences. Never sweep or wash anything into a storm drain.
- Know the location and understand the proper use of spill kits.
- Know the location of the designated protection area.
- Keep equipment off mulched, seeded, or stabilized areas.
- NEVER dump liquids, trash, oil, grease, or other pollutants into or near storm drains, gutters, or anywhere other than proper disposal facilities.
- Pick up trash and animal wastes.
- Provide proper containment for natural materials such as dirt or sand.
- Do not rinse down booths, vehicles, or other equipment as it is prohibited on the property unless authorized by the chief of operations. If approved, this can only be done in official wash facilities.
- Know who to contact when problems are identified!

Polluted storm water runoff is a major contributor to the degradation of waterways, which include lagoons, bays, streams, rivers, lakes, and beaches. The means in which polluted runoff is transported to these receiving waters are primarily through Municipal Separate Storm Sewer Systems (MS4s). The Del Mar Fairgrounds is listed as a non-traditional MS4 and has prepared a Storm Water Management Plan to prevent pollutants from entering the nearby San Dieguito River, Stevens Creek, and the Pacific Ocean.

Storm Water Pollution Prevention Measures at the Del Mar Fairgrounds:

- The fairgrounds follow Best Management Practices (BMPs) to prevent pollutants from entering our storm drain system.
- Vehicles are monitored to ensure that leakage does not occur.
- Storm drain inlets are either locally capped or are blocked by a downstream valved gate in order to prohibit any unwanted elements such as trash, oil, grease, and other pollutants from getting into the storm drain.
- Horse Wash Racks send contaminated water to the Sanitary Sewer System for sanitization.
- Street sweeping and parking lot cleaning occur regularly to ensure that sediment, trash, debris, and vehicle fluids are removed from the premises.
- During a rain event, all runoff discharge points are visually inspected for odor, unusual color, turbidity, and floatables. Each location is tested 2 times a year for hydrocarbons, coliforms, detergents, ketones, metals, oil, grease phosphates, and other pollutants.
- Hazardous materials/waste are properly stored and/or disposed of.
- Soil erosion control measures are in place.
- Irrigation Equipment is inspected weekly for leaks and adjustments.
- Employees receive Annual Awareness training about storm water pollution and the relationship between our activities with potential pollutants.

Failure to comply with these storm water pollution prevention measures may result in fines/penalties as it is a contract violation with the 22nd DAA. The cost of cleanup resulting from the violation will be passed on to the violator.
**INSTRUCTIONS:** Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

**NOTE:** Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

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<thead>
<tr>
<th>PAYEE’S LEGAL BUSINESS NAME (Type or Print)</th>
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<tr>
<td>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS</td>
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<td>CITY, STATE, ZIP CODE CITY, STATE, ZIP CODE</td>
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<th>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</th>
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<tr>
<td>□ PARTNERSHIP</td>
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<tr>
<td>□ CORPORATION:</td>
</tr>
<tr>
<td>□ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</td>
</tr>
<tr>
<td>□ LEGAL (e.g., attorney services)</td>
</tr>
<tr>
<td>□ EXEMPT (nonprofit)</td>
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<td>□ ALL OTHERS</td>
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<tr>
<th>INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:</th>
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<td>(SSN required by authority of California Revenue and Tax Code Section 16646)</td>
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<table>
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<th>PAYEE ENTITY TYPE</th>
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<th>PAYEE RESIDENCY STATUS</th>
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<td>□ California resident - Qualified to do business in California or maintains a permanent place of business in California.</td>
</tr>
<tr>
<td>□ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.</td>
</tr>
<tr>
<td>□ No services performed in California.</td>
</tr>
<tr>
<td>□ Copy of Franchise Tax Board waiver of State withholding attached.</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>AUTHORIZED PAYEE REPRESENTATIVE’S NAME (Type or Print)</th>
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<tbody>
<tr>
<td>TITLE</td>
</tr>
<tr>
<td>SIGNATURE DATE TELEPHONE ( )</td>
</tr>
</tbody>
</table>

Please return completed form to:

- Department/Office: ____________________________________________
- Unit/Section: _________________________________________________
- Mailing Address: _____________________________________________
- City/State/Zip: ______________________________________________
- Telephone: ( ) ___________________ Fax: ( ) ___________________
- E-mail Address: _____________________________________________
1. **Requirement to Complete Payee Data Record, STD. 204**

A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.

Payees who do not wish to complete the STD. 204 may elect to not 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 backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.

2. **Enter the payee's legal business name.** Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.

3. **Check the box that corresponds to the payee business type.** Check only one box. Corporations must check the box that identifies the type of corporation. 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 the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).

   The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).

4. **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.

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

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

5. **Provide the name, title, signature, and telephone number of the individual completing this form.** Provide the date the form was completed.

6. **This section must be completed by the State agency 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.
CONTRACTORS NAME: ________________________________

NAME(S) OF PERSON(S) AUTHORIZED TO MAKE DECISIONS IN YOUR ABSENCE:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

SIGNATURE: ____________________________________________________________
2019
MIDWAY CHECK AUTHORIZATION FORM

Check made payable to:_____________________________________________________

Person(s) authorized to pick-up checks:_____________________________________

Signature

__________________________
Print Name

Signature

__________________________
Print Name

Signature

__________________________
Print Name
2019
Ride and Game Fee Data.
(Response to Question 27)
## Rides

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## Games

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<th>6/26-7/4</th>
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<td>RCS</td>
<td>$ 138,528.50</td>
<td>$ 248,756.77</td>
<td>$ 342,266.24</td>
<td>$ 445,872.12</td>
<td>$ 829,739.78</td>
<td>$ 2,005,163.41</td>
</tr>
<tr>
<td>ROGER LEAVITT</td>
<td>$ 2,205.56</td>
<td>$ 3,245.87</td>
<td>$ 4,301.22</td>
<td>$ 4,607.46</td>
<td>$ 10,571.52</td>
<td>$ 24,931.63</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 207,577.69</strong></td>
<td><strong>$ 380,955.36</strong></td>
<td><strong>$ 532,481.14</strong></td>
<td><strong>$ 671,739.42</strong></td>
<td><strong>$ 1,288,119.13</strong></td>
<td><strong>$ 3,080,872.74</strong></td>
</tr>
</tbody>
</table>
## Independent Game Rent

**Event:** SDCFair-2019

From Date: 05/31/2019  
To Date: 07/05/2019

### AllState 38

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD401-AllState38-Bottle UP 1</td>
<td>$146,407.52</td>
<td>75.50</td>
<td>$110,537.68</td>
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<tr>
<td>SD402-AllState38-Bottle UP 2</td>
<td>$214,976.36</td>
<td>75.50</td>
<td>$162,307.15</td>
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<tr>
<td>SD403-AllState38-DuckPond</td>
<td>$68,256.66</td>
<td>75.50</td>
<td>$51,533.78</td>
</tr>
<tr>
<td>SD404-AllState38-ShortRange</td>
<td>$39,420.85</td>
<td>75.50</td>
<td>$29,762.74</td>
</tr>
<tr>
<td>SD405-AllState38-Water Race</td>
<td>$87,417.59</td>
<td>75.50</td>
<td>$66,000.28</td>
</tr>
</tbody>
</table>

**Totals:** $556,478.98  
**Independent:** $420,141.63
# Independent Game Rent

**Event:** SDCFair-2019

### Big T

#### Game

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD406-BigT-Basketball</td>
<td>$64,957.64</td>
<td>75.50</td>
<td>$49,043.02</td>
</tr>
<tr>
<td>SD407-BigT-SpyroWater</td>
<td>$69,087.40</td>
<td>75.50</td>
<td>$52,160.99</td>
</tr>
<tr>
<td>SD408-BigT-WaterRace</td>
<td>$54,373.48</td>
<td>75.50</td>
<td>$41,051.98</td>
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</tbody>
</table>

**Totals:** $188,418.52 $142,255.98
**Independent Game Rent**

Event: SDCFair-2019

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD409-JACA-Balloon</td>
<td>$87,321.85</td>
<td>75.50</td>
<td>$65,928.00</td>
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<tr>
<td>SD410-JACA-BeerBust</td>
<td>$79,756.84</td>
<td>75.50</td>
<td>$60,215.66</td>
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<tr>
<td>SD411-JACA-RunninWaters</td>
<td>$99,452.42</td>
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<td>$75,094.13</td>
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**Totals:**

<table>
<thead>
<tr>
<th>Total Gross</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>$266,540.11</td>
<td>$201,237.78</td>
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</table>
**Independent Game Rent**

From Date: 05/31/2019  
To Date: 07/05/2019

**Paradise Management**

**Game**

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
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</thead>
<tbody>
<tr>
<td>SD464-RCS-Speed Pitch</td>
<td>$24,305.91</td>
<td>75.50</td>
<td>$18,350.96</td>
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</table>

Totals: $24,305.91 $18,350.96
## Independent Game Rent

**Event:** SDCFair-2019

### Paul's Concessions

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
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<th>Independent</th>
</tr>
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<tbody>
<tr>
<td>SD412-Paul's-Balloons</td>
<td>$97,173.32</td>
<td>75.50</td>
<td>$73,385.88</td>
</tr>
<tr>
<td>SD413-Paul's-Basketball</td>
<td>$88,258.37</td>
<td>75.50</td>
<td>$61,536.07</td>
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<tr>
<td>SD414-Paul's-GoldFish</td>
<td>$78,259.63</td>
<td>75.50</td>
<td>$59,086.20</td>
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<td>SD415-Paul's-StarDart</td>
<td>$112,323.69</td>
<td>75.50</td>
<td>$84,804.39</td>
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</table>

**Totals:**

- **Total Gross:** $356,016.01
- **Independent:** $268,791.33
## Independent Game Rent

**Event:** SDCFair-2019

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

### RCS-Games

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD416-RCS-1 Ball 1</td>
<td>$86,290.82</td>
<td>75.50</td>
<td>$65,149.57</td>
</tr>
<tr>
<td>SD417-RCS-1 Ball 2</td>
<td>$31,295.80</td>
<td>75.50</td>
<td>$23,628.33</td>
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<tr>
<td>SD418-RCS-B-Ball 1</td>
<td>$26,290.79</td>
<td>75.50</td>
<td>$19,849.55</td>
</tr>
<tr>
<td>SD419-RCS-B-Ball 2</td>
<td>$20,618.36</td>
<td>75.50</td>
<td>$15,666.86</td>
</tr>
<tr>
<td>SD420-RCS-B-Ball 3</td>
<td>$30,247.09</td>
<td>75.50</td>
<td>$22,836.55</td>
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<tr>
<td>SD421-RCS-B-Ball 4</td>
<td>$34,814.68</td>
<td>75.50</td>
<td>$26,285.08</td>
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<tr>
<td>SD422-RCS-B-Ball 5</td>
<td>$27,744.93</td>
<td>75.50</td>
<td>$20,947.42</td>
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<tr>
<td>SD424-RCS-Balloon 1</td>
<td>$72,182.84</td>
<td>75.50</td>
<td>$54,498.04</td>
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<tr>
<td>SD425-RCS-Balloon 2</td>
<td>$89,107.53</td>
<td>75.50</td>
<td>$67,276.19</td>
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<td>SD426-RCS-Balloon 3</td>
<td>$98,515.97</td>
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<td>$74,379.56</td>
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<tr>
<td>SD427-RCS-Balloon 4</td>
<td>$42,314.76</td>
<td>75.50</td>
<td>$31,947.64</td>
</tr>
<tr>
<td>SD428-RCS-Balloon 5</td>
<td>$58,001.49</td>
<td>75.50</td>
<td>$43,791.13</td>
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<tr>
<td>SD429-RCS-Balloon Pop Water Race</td>
<td>$39,130.57</td>
<td>75.50</td>
<td>$29,543.58</td>
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<tr>
<td>SD430-RCS-Bank a Ball 1</td>
<td>$117,049.53</td>
<td>75.50</td>
<td>$88,372.40</td>
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<tr>
<td>SD431-RCS-Bank a Ball 2</td>
<td>$76,428.35</td>
<td>75.50</td>
<td>$56,948.40</td>
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<tr>
<td>SD432-RCS-Beer Pong 1</td>
<td>$74,986.80</td>
<td>75.50</td>
<td>$56,614.88</td>
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<tr>
<td>SD433-RCS-Beer Pong 2</td>
<td>$53,180.94</td>
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<td>$40,151.61</td>
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<tr>
<td>SD434-RCS-Big Bball</td>
<td>$46,186.18</td>
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<td>$34,870.57</td>
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<tr>
<td>SD435-RCS-Big Water 1</td>
<td>$40,384.23</td>
<td>75.50</td>
<td>$30,490.09</td>
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<tr>
<td>SD436-RCS-Big Water 2</td>
<td>$40,210.98</td>
<td>75.50</td>
<td>$30,359.29</td>
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<tr>
<td>SD437-RCS-Big Water 3</td>
<td>$38,446.23</td>
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<td>$29,026.90</td>
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<tr>
<td>SD438-RCS-Block Party</td>
<td>$54,763.57</td>
<td>75.50</td>
<td>$41,346.50</td>
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<tr>
<td>SD439-RCS-Break a Dish</td>
<td>$44,904.15</td>
<td>75.50</td>
<td>$33,902.63</td>
</tr>
<tr>
<td>SD440-RCS-Buoy 1</td>
<td>$51,746.08</td>
<td>75.50</td>
<td>$39,068.29</td>
</tr>
<tr>
<td>SD441-RCS-Buoy 2</td>
<td>$22,699.43</td>
<td>75.50</td>
<td>$17,138.07</td>
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<tr>
<td>SD442-RCS-Duckle Derby</td>
<td>$28,217.00</td>
<td>75.50</td>
<td>$21,303.84</td>
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<tr>
<td>SD443-RCS-Fish o Matic</td>
<td>$58,685.73</td>
<td>75.50</td>
<td>$44,307.73</td>
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<tr>
<td>SD444-RCS-Light Up Water Race</td>
<td>$81,632.34</td>
<td>75.50</td>
<td>$61,632.42</td>
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<tr>
<td>SD445-RCS-Goblet 1</td>
<td>$62,844.06</td>
<td>75.50</td>
<td>$47,447.26</td>
</tr>
<tr>
<td>SD446-RCS-Goblet 2</td>
<td>$41,574.29</td>
<td>75.50</td>
<td>$31,388.59</td>
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<tr>
<td>SD447-RCS-Gold Fish</td>
<td>$39,350.34</td>
<td>75.50</td>
<td>$29,709.51</td>
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<tr>
<td>SD448-RCS-Gun Ball</td>
<td>$44,741.35</td>
<td>75.50</td>
<td>$33,779.72</td>
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<tr>
<td>SD450-RCS-Kid B Ball</td>
<td>$22,107.77</td>
<td>75.50</td>
<td>$16,691.37</td>
</tr>
<tr>
<td>SD451-RCS-Little Squirt</td>
<td>$88,958.23</td>
<td>75.50</td>
<td>$67,163.46</td>
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</tbody>
</table>
### Independent Game Rent

**Event:** SDCFair-2019  
**From Date:** 05/31/2019  
**To Date:** 07/05/2019

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Amount</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD452-RCS-M-Gun1</td>
<td>$49,285.08</td>
<td>75.50</td>
<td>$37,210.24</td>
</tr>
<tr>
<td>SD453-RCS-M-Gun 2</td>
<td>$45,649.09</td>
<td>75.50</td>
<td>$34,465.06</td>
</tr>
<tr>
<td>SD454-RCS-Mini Ball 1</td>
<td>$33,506.55</td>
<td>75.50</td>
<td>$25,297.45</td>
</tr>
<tr>
<td>SD455-RCS-Mini Ball 2</td>
<td>$26,495.11</td>
<td>75.50</td>
<td>$21,513.81</td>
</tr>
<tr>
<td>SD456-RCS-Rays Fishing</td>
<td>$59,311.83</td>
<td>75.50</td>
<td>$44,780.43</td>
</tr>
<tr>
<td>SD457-RCS-Ring a Bottle 1</td>
<td>$65,825.34</td>
<td>75.50</td>
<td>$49,696.13</td>
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<td>SD458-RCS-Ring a Bottle 2</td>
<td>$74,632.58</td>
<td>75.50</td>
<td>$56,347.60</td>
</tr>
<tr>
<td>SD459-RCS-Ring A Duck 1</td>
<td>$51,585.41</td>
<td>75.50</td>
<td>$38,946.98</td>
</tr>
<tr>
<td>SD460-RCS-Ring A Duck 2</td>
<td>$72,477.79</td>
<td>75.50</td>
<td>$54,720.73</td>
</tr>
<tr>
<td>SD461-RCS-Ring A Duck 3</td>
<td>$59,747.45</td>
<td>75.50</td>
<td>$45,109.32</td>
</tr>
<tr>
<td>SD462-RCS-Rising Water</td>
<td>$66,734.74</td>
<td>75.50</td>
<td>$50,364.73</td>
</tr>
<tr>
<td>SD463-RCS-Roll A Ball</td>
<td>$43,816.00</td>
<td>75.50</td>
<td>$33,081.08</td>
</tr>
<tr>
<td>SD465-RCS-Top Spin</td>
<td>$71,267.18</td>
<td>75.50</td>
<td>$53,806.72</td>
</tr>
<tr>
<td>SD466-RCS-Tub</td>
<td>$77,665.97</td>
<td>75.50</td>
<td>$56,637.81</td>
</tr>
<tr>
<td>SD467-RCS-Whac A Mole</td>
<td>$31,032.13</td>
<td>75.50</td>
<td>$23,429.26</td>
</tr>
<tr>
<td>SD468-RCS-Whopper Water Race</td>
<td>$40,160.23</td>
<td>75.50</td>
<td>$30,320.97</td>
</tr>
</tbody>
</table>

**Totals:** $2,656,846.48  
**To Date:** $2,005,163.34
### Independent Game Rent

**Event:** SDCFair-2019  
**From Date:** 05/31/2019  
**To Date:** 07/05/2019  

#### Rogmic Enterprises

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD449-RCS-Hi-striker</td>
<td>$33,022.03</td>
<td>75.50</td>
<td>$24,931.63</td>
</tr>
</tbody>
</table>

**Totals:**  
$33,022.03  
$24,931.63
Independent Game Rent

Event: SDCFair-2019

Report Totals: $4,080,628.04

From Date: 05/31/2019
To Date: 07/05/2019

$3,080,872.66
## Alamo Amusements

### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD601-Alamo -DIVE BOMBER</td>
<td>$27,879.03</td>
<td>$0.00</td>
<td>$27,879.03</td>
<td>52.00</td>
<td>$14,497.10</td>
</tr>
<tr>
<td>SD602-Alamo -KIDDIE SWING</td>
<td>$18,749.04</td>
<td>$0.00</td>
<td>$18,749.04</td>
<td>52.00</td>
<td>$9,749.50</td>
</tr>
<tr>
<td>SD603-Alamo -KITE FLYER</td>
<td>$64,399.00</td>
<td>$0.00</td>
<td>$64,399.00</td>
<td>52.00</td>
<td>$33,467.48</td>
</tr>
<tr>
<td>SD604-Alamo -MONKEY MAZE</td>
<td>$88,873.17</td>
<td>$0.00</td>
<td>$88,873.17</td>
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<tr>
<td>SD605-Alamo -WINKY THE WHALE</td>
<td>$68,614.17</td>
<td>$0.00</td>
<td>$68,614.17</td>
<td>52.00</td>
<td>$35,679.37</td>
</tr>
</tbody>
</table>

**Totals:**

- **Total Gross:** $288,514.41
- **Total Sales Tax:** $0.00
- **Total Net:** $288,514.41
- **Total Independent:** $139,627.49
# Independent Ride Rent

**Event:** SDCFair-2019  
**From Date:** 05/31/2019  
**To Date:** 07/05/2019

## B Thrilled Attractions

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD613-Bthrilled-ALPINE BOBS</td>
<td>$98,658.40</td>
<td>$0.00</td>
<td>$98,658.40</td>
<td>52.00</td>
<td>$51,302.37</td>
</tr>
<tr>
<td>SD614-Bthrilled-BEETLE BOBS</td>
<td>$47,380.22</td>
<td>$0.00</td>
<td>$47,380.22</td>
<td>52.00</td>
<td>$24,637.71</td>
</tr>
</tbody>
</table>

| Totals:                  | $146,038.62 | $0.00     | $146,038.62 |    | $75,940.08 |
## Independent Ride Rent

**Event:** SDCFair-2019

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

### Bishop Amusements Inc

#### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD606-Bishop-BALLOON</td>
<td>$30,770.73</td>
<td>$0.00</td>
<td>$30,770.73</td>
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<td>$16,000.78</td>
</tr>
<tr>
<td>SD607-Bishop-EVOLUTION</td>
<td>$67,878.77</td>
<td>$0.00</td>
<td>$67,878.77</td>
<td>52.00</td>
<td>$35,296.95</td>
</tr>
<tr>
<td>SD608-Bishop-LITTLE DIPPER</td>
<td>$64,770.26</td>
<td>$0.00</td>
<td>$64,770.26</td>
<td>52.00</td>
<td>$33,680.54</td>
</tr>
<tr>
<td>SD609-Bishop-MINI BUMPER CARS</td>
<td>$55,202.14</td>
<td>$0.00</td>
<td>$55,202.14</td>
<td>52.00</td>
<td>$28,705.11</td>
</tr>
<tr>
<td>SD610-Bishop-O.M.G.</td>
<td>$107,555.86</td>
<td>$0.00</td>
<td>$107,555.86</td>
<td>52.00</td>
<td>$56,929.05</td>
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<tr>
<td>SD611-Bishop-SKY FLYER</td>
<td>$220,744.79</td>
<td>$0.00</td>
<td>$220,744.79</td>
<td>52.00</td>
<td>$114,787.29</td>
</tr>
<tr>
<td>SD612-Bishop-TANGO</td>
<td>$84,227.72</td>
<td>$0.00</td>
<td>$84,227.72</td>
<td>52.00</td>
<td>$43,798.41</td>
</tr>
</tbody>
</table>

**Totals:**  
- Total Gross: $631,150.27  
- Sales Tax: $0.00  
- Net: $631,150.27  
- Independent: $328,198.14
## Independent Ride Rent

**Event:** SDCFair-2019

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD615-Caprice-AIR MAXX</td>
<td>$88,571.66</td>
<td>$0.00</td>
<td>$88,571.66</td>
<td>52.00</td>
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<tr>
<td>SD616-Caprice-SPEEDWAY</td>
<td>$46,280.09</td>
<td>$0.00</td>
<td>$46,280.09</td>
<td>52.00</td>
<td>$24,065.65</td>
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<tr>
<td>SD617-Caprice-WIND SURF</td>
<td>$67,090.50</td>
<td>$0.00</td>
<td>$67,090.50</td>
<td>52.00</td>
<td>$34,867.06</td>
</tr>
</tbody>
</table>

**Totals:** $201,942.25 $0.00 $201,942.25 $105,009.97
# Independent Ride Rent

**Event:** SDCFair-2019

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

## Fun Attractions

### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD516-FunAttrac-GERMAN</td>
<td>$138,798.58</td>
<td>$.00</td>
<td>$138,798.58</td>
<td>52.00</td>
<td>$72,176.26</td>
</tr>
<tr>
<td>FUNHOUSE</td>
<td></td>
<td></td>
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<td></td>
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</tr>
<tr>
<td><strong>Totals:</strong></td>
<td><strong>$138,798.58</strong></td>
<td><strong>$.00</strong></td>
<td><strong>$138,798.58</strong></td>
<td></td>
<td><strong>$72,175.26</strong></td>
</tr>
</tbody>
</table>

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7/31/2019 3:40 PM  
Page 5 of 19
# Independent Ride Rent

Event: SDCFair-2019

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD619-Helm+Son-AIRPORT</td>
<td>$34,025.87</td>
<td>$0.00</td>
<td>$34,025.87</td>
<td>52.00</td>
<td>$17,693.45</td>
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<tr>
<td>SD620-Helm+Son-BAJA BUGGIES</td>
<td>$23,129.57</td>
<td>$0.00</td>
<td>$23,129.57</td>
<td>52.00</td>
<td>$12,027.38</td>
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<tr>
<td>SD621-Helm+Son-BEACH PARTY</td>
<td>$59,644.21</td>
<td>$0.00</td>
<td>$59,644.21</td>
<td>52.00</td>
<td>$31,014.99</td>
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<tr>
<td>SD622-Helm+Son-CANDY FUN SLIDE</td>
<td>$55,680.05</td>
<td>$0.00</td>
<td>$55,680.05</td>
<td>52.00</td>
<td>$28,953.63</td>
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<tr>
<td>SD623-Helm+Son-CAROUSEL</td>
<td>$82,927.43</td>
<td>$0.00</td>
<td>$82,927.43</td>
<td>52.00</td>
<td>$43,122.26</td>
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<tr>
<td>SD624-Helm+Son-DUMBOS</td>
<td>$35,065.53</td>
<td>$0.00</td>
<td>$35,065.53</td>
<td>52.00</td>
<td>$18,234.08</td>
</tr>
<tr>
<td>SD625-Helm+Son-FROG HOPPER</td>
<td>$20,536.54</td>
<td>$0.00</td>
<td>$20,536.54</td>
<td>52.00</td>
<td>$10,678.00</td>
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<tr>
<td>SD626-Helm+Son-GIANT WHEEL</td>
<td>$101,328.92</td>
<td>$0.00</td>
<td>$101,328.92</td>
<td>52.00</td>
<td>$52,691.04</td>
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<tr>
<td>SD627-Helm+Son-HAPPY SWING</td>
<td>$22,756.88</td>
<td>$0.00</td>
<td>$22,756.88</td>
<td>52.00</td>
<td>$11,833.58</td>
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<tr>
<td>SD628-Helm+Son-HAUNTED MANSION</td>
<td>$72,616.82</td>
<td>$0.00</td>
<td>$72,616.82</td>
<td>52.00</td>
<td>$37,760.75</td>
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<tr>
<td>SD629-Helm+Son-INSOMNIAC (REMX)</td>
<td>$88,739.40</td>
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<td>$88,739.40</td>
<td>52.00</td>
<td>$46,144.49</td>
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<tr>
<td>SD631-Helm+Son-LOLLISWING</td>
<td>$33,804.30</td>
<td>$0.00</td>
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<td>52.00</td>
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<td>SD632-Helm+Son-OLYMPIC BOBSLED</td>
<td>$243,288.82</td>
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<td>$243,288.82</td>
<td>52.00</td>
<td>$126,510.19</td>
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<td>SD633-Helm+Son-PHARAOH'S FURY</td>
<td>$94,358.31</td>
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<td>$94,358.31</td>
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<td>$49,066.32</td>
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<tr>
<td>SD634-Helm+Son-RAGING RIVER</td>
<td>$15,450.71</td>
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<td>$15,450.71</td>
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<td>SD635-Helm+Son-TRAIN STATION</td>
<td>$14,454.55</td>
<td>$0.00</td>
<td>$14,454.55</td>
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<td>SD636-Helm+Son-WACKY WORM</td>
<td>$78,856.12</td>
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<td>$78,856.12</td>
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<td>$41,005.18</td>
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<tr>
<td>SD637-Helm+Son-WAVE SWINGER</td>
<td>$100,303.57</td>
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<td>$100,303.57</td>
<td>52.00</td>
<td>$52,157.86</td>
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<tr>
<td>SD678-Helm+Son-Firehouse</td>
<td>$13,870.03</td>
<td>$0.00</td>
<td>$13,870.03</td>
<td>52.00</td>
<td>$7,212.42</td>
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</table>

| Totals:                                    | $1,190,837.63| $0.00     | $1,190,837.63| 52.00| $619,235.57 |
### Independent Ride Rent

**Event:** SDCFair-2019

From Date: 05/31/2019  
To Date: 07/05/2019

#### Joy Rides Inc.

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD638-JoyRides-STORM</td>
<td>$55,829.17</td>
<td>$.00</td>
<td>$55,829.17</td>
<td>52.00</td>
<td>$29,031.17</td>
</tr>
</tbody>
</table>

| Totals                | $55,829.17  | $.00      | $55,829.17 |     | $29,031.17  |
# Independent Ride Rent

**Event:** SDCFair-2019

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD639-KastlAM-CONVOY</td>
<td>$51,675.44</td>
<td>$0.00</td>
<td>$51,675.44</td>
<td>52.00</td>
<td>$26,871.23</td>
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<tr>
<td>SD640-KastlAM-HELICOPTER</td>
<td>$34,940.62</td>
<td>$0.00</td>
<td>$34,940.62</td>
<td>52.00</td>
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<tr>
<td>SD641-KastlAM-KID BUMPER BOAT</td>
<td>$33,481.70</td>
<td>$0.00</td>
<td>$33,481.70</td>
<td>52.00</td>
<td>$17,410.48</td>
</tr>
</tbody>
</table>

| Totals:                  | $120,097.76 | $0.00     | $120,097.76  |   | $62,450.84  |
# Independent Ride Rent

**Event:**  SDCfair-2019  

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD642-KastlEnt-BABY VENICE</td>
<td>22,659.49</td>
<td>0.00</td>
<td>22,659.49</td>
<td>52.00</td>
<td>11,782.93</td>
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<tr>
<td>SD643-KastlEnt-TEA CUPS</td>
<td>29,706.74</td>
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<td>29,706.74</td>
<td>52.00</td>
<td>15,447.50</td>
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</tbody>
</table>

**Totals:**  
- **Total Gross:** $52,366.23  
- **Sales Tax:** $0.00  
- **Net:** $52,366.23  
- **%:** 52.00  
- **Independent:** $27,230.44  

From Date: 05/31/2019  
To Date: 07/05/2019
**Independent Ride Rent**

Event: SDCFair-2019

From Date: 05/31/2019

To Date: 07/05/2019

### Outside Amusements LLC

#### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD644-OutsideAM-CREEP SHOW</td>
<td>$84,675.50</td>
<td>$0.00</td>
<td>$84,675.50</td>
<td>52.00</td>
<td>$44,031.26</td>
</tr>
</tbody>
</table>

Totals: $84,675.50 $0.00 $84,675.50 $44,031.26
**Prime Pacific Entertainment**

### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD545-PrimePacific-LADY BUGS</td>
<td>$43,138.13</td>
<td>$.00</td>
<td>$43,138.13</td>
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<td>$22,431.83</td>
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<tr>
<td><strong>Totals:</strong></td>
<td><strong>$43,138.13</strong></td>
<td><strong>$.00</strong></td>
<td><strong>$43,138.13</strong></td>
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<td><strong>$22,431.83</strong></td>
</tr>
</tbody>
</table>
## Independent Ride Rent

**Event:** SDCFair-2019

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

### RCS-Rides

#### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD646-RCS-ALIEN ABDUCTION</td>
<td>$187,083.96</td>
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<td>$187,083.96</td>
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<td>$97,283.56</td>
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<tr>
<td>SD647-RCS-BIG TOP SWINGER</td>
<td>$86,409.95</td>
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<td>$86,409.95</td>
<td>52.00</td>
<td>$44,933.17</td>
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<tr>
<td>SD648-RCS-CAROUSEL</td>
<td>$81,275.39</td>
<td>$0.00</td>
<td>$81,275.39</td>
<td>52.00</td>
<td>$42,263.20</td>
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<tr>
<td>SD649-RCS-CYCLONE</td>
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<td>$59,841.97</td>
<td>52.00</td>
<td>$31,117.82</td>
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<tr>
<td>SD650-RCS-DODGEM</td>
<td>$147,386.49</td>
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<td>52.00</td>
<td>$76,640.97</td>
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<td>SD651-RCS-ENDEAVOR</td>
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<td>$0.00</td>
<td>$139,726.83</td>
<td>52.00</td>
<td>$72,657.95</td>
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<tr>
<td>SD652-RCS-FUN FACTORY</td>
<td>$94,902.28</td>
<td>$0.00</td>
<td>$94,902.28</td>
<td>52.00</td>
<td>$49,346.19</td>
</tr>
<tr>
<td>SD653-RCS-GOLIATH SLIDE</td>
<td>$66,926.06</td>
<td>$0.00</td>
<td>$66,926.06</td>
<td>52.00</td>
<td>$34,801.55</td>
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<tr>
<td>SD654-RCS-KONGA</td>
<td>$65,711.96</td>
<td>$0.00</td>
<td>$65,711.96</td>
<td>52.00</td>
<td>$34,170.22</td>
</tr>
<tr>
<td>SD655-RCS-MACH 1</td>
<td>$163,337.18</td>
<td>$0.00</td>
<td>$163,337.18</td>
<td>52.00</td>
<td>$84,935.33</td>
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<tr>
<td>SD656-RCS-MONSTER TRUCK</td>
<td>$42,756.91</td>
<td>$0.00</td>
<td>$42,756.91</td>
<td>52.00</td>
<td>$22,233.59</td>
</tr>
<tr>
<td>SD657-RCS-PUPPY ROLL</td>
<td>$32,723.02</td>
<td>$0.00</td>
<td>$32,723.02</td>
<td>52.00</td>
<td>$17,015.97</td>
</tr>
<tr>
<td>SD658-RCS-RAVE WAVE</td>
<td>$240,489.30</td>
<td>$0.00</td>
<td>$240,489.30</td>
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<td>$125,054.44</td>
</tr>
<tr>
<td>SD659-RCS-SKYRIDE</td>
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<td>$340,920.12</td>
<td>75.00</td>
<td>$255,690.09</td>
</tr>
<tr>
<td>SD660-RCS-SPEED</td>
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<td>$106,574.41</td>
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<td>$55,418.69</td>
</tr>
<tr>
<td>SD661-RCS-SURVIVAL ISLAND</td>
<td>$57,403.42</td>
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<td>$57,403.42</td>
<td>52.00</td>
<td>$29,849.78</td>
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<tr>
<td>SD662-RCS-THE BIG WHEEL</td>
<td>$517,391.55</td>
<td>$0.00</td>
<td>$517,391.55</td>
<td>52.00</td>
<td>$269,043.61</td>
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<td>SD663-RCS-TILT A WHIRL</td>
<td>$69,205.71</td>
<td>$0.00</td>
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<td>$35,966.97</td>
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<td>SD664-RCS-TWISTER</td>
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<td>SD665-RCS-WILD RIVER</td>
<td>$191,866.28</td>
<td>$0.00</td>
<td>$191,866.28</td>
<td>52.00</td>
<td>$99,770.47</td>
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<tr>
<td>SD666-RCS-ZIPPER</td>
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<td>$45,867.27</td>
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</tbody>
</table>

**Totals:**  
Total Gross: $2,851,080.24  
Sales Tax: $0.00  
Net: $2,851,080.24  
Independent: $1,560,973.35
## Independent Ride Rent

**Event:** SDCFair-2019

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD667-Rosie'sRides-PIRATES/RAIDERS</td>
<td>$82,569.97</td>
<td>$0.00</td>
<td>$82,569.97</td>
<td>52.00</td>
<td>$42,936.38</td>
</tr>
</tbody>
</table>

Totals: $82,569.97 $0.00 $82,569.97 $42,936.38
## Independent Ride Rent

**Event:** SDCFair-2019

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

### SJ Entertainment

#### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD668-SJEnt-CRAZY MOUSE</td>
<td>$437,488.47</td>
<td>$0.00</td>
<td>$437,488.47</td>
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<td>$227,499.20</td>
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<td>SD669-SJEnt-FLIPPER</td>
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<td>$116,064.56</td>
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<td>$60,353.57</td>
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<tr>
<td><strong>Totals:</strong></td>
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<td><strong>$0.00</strong></td>
<td><strong>$553,553.03</strong></td>
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<td><strong>$287,852.78</strong></td>
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</tbody>
</table>
### Independent Ride Rent

From Date: 05/31/2019  
To Date: 07/05/2019

**Southern Cross Rides LLC**

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD670-SouthernCross-G-FORCE</td>
<td>$253,915.88</td>
<td>$0.00</td>
<td>$253,915.88</td>
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</tr>
<tr>
<td>SD671-SouthernCross-INSANITY</td>
<td>$164,962.60</td>
<td>$0.00</td>
<td>$164,962.60</td>
<td>52.00</td>
<td>$85,780.55</td>
</tr>
</tbody>
</table>

Totals:  
| $418,878.48 | $0.00  | $418,878.48 | $217,816.81 |

{ }
## Independent Ride Rent

**Event:** SDCFair-2019

**State Fair Spectaculars, LLC**

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD672-StateFairSp-FAST TRAX</td>
<td>$215,737.45</td>
<td>$0.00</td>
<td>$215,737.45</td>
<td>52.00</td>
<td>$112,183.47</td>
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<tr>
<td>SLIDE</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$215,737.45</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$215,737.45</strong></td>
<td></td>
<td><strong>$112,183.47</strong></td>
</tr>
</tbody>
</table>
## Independent Ride Rent

**Event:** SDCFair-2019  

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD673-TalleyAM-MEGA DROP</td>
<td>$126,615.86</td>
<td>$0.00</td>
<td>$126,615.86</td>
<td>52.00</td>
<td>$65,996.25</td>
</tr>
<tr>
<td>SD674-TalleyAM-QUADZILLA</td>
<td>$61,150.23</td>
<td>$0.00</td>
<td>$61,150.23</td>
<td>52.00</td>
<td>$31,798.12</td>
</tr>
</tbody>
</table>

**Totals:** $188,066.09 | $0.00 | $188,066.09 | $97,794.37
# Independent Ride Rent

**Event:** SDCFair-2019  
**From Date:** 05/31/2019  
**To Date:** 07/05/2019

## Wood Entertainment

## Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD675-Wood-DAYTONA</td>
<td>$20,346.64</td>
<td>$0.00</td>
<td>$20,346.64</td>
<td>52.00</td>
<td>$10,580.25</td>
</tr>
<tr>
<td>SD676-Wood-MAGIC MAZE</td>
<td>$81,046.66</td>
<td>$0.00</td>
<td>$81,046.66</td>
<td>52.00</td>
<td>$42,144.26</td>
</tr>
<tr>
<td>SD677-Wood-MAGNUM</td>
<td>$221,912.07</td>
<td>$0.00</td>
<td>$221,912.07</td>
<td>52.00</td>
<td>$115,394.28</td>
</tr>
</tbody>
</table>

**Totals:**  
- Total Gross: $323,305.37  
- Sales Tax: $0.00  
- Net: $323,305.37  
- Independent: $168,116.79
**Independent Ride Rent**

**Event:** SDCFair-2019

| Report Totals: | $7,566,589.18 | $.00 | $7,566,589.18 | $4,013,038.00 |

From Date: 05/31/2019
To Date: 07/05/2019
Ticket Box Summary - All with Payment Type
SDCFair-2019

5/31/2019 11:00:00 AM

7/5/2019 1:59:00 AM
From Date: 5/31/2019 11:00:00 AM  
To Date: 7/5/2019 1:59:00 AM

MOBISALES

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Station Total: 1,289,653 $924,666.95

Ticket Sales Summary

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Totals: 1,289,653 $924,666.95

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Total Dollars:

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Total Dollars:
## Transaction Snapshot

05/31/2019 12:00 AM To 07/08/2019 11:59 PM

Return To Reports

### Grouped By
- Payment Processor: TSYS - EMV
- Settlement Batch

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- (remove filter)

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<td></td>
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<tr>
<td>07/08/2019</td>
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<tr>
<td>07/09/2019</td>
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<td>0</td>
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<td>0</td>
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<td>$0.00</td>
<td>1</td>
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<td>Totals</td>
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</table>
## Transaction Snapshot

05/31/2019 12:00 AM To 07/08/2019 11:59 PM

Return To Reports

**Grouped By**
- Payment Processor
- Settlement Batch

**Filters**
- SD Fair App Processing (remove filter)

<table>
<thead>
<tr>
<th>Charges</th>
<th>Refunds</th>
<th>Rtns/Chgbks</th>
<th>AMEX</th>
<th>VI/MC/Disc</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Count</td>
<td>Amount</td>
<td>Count</td>
<td>Amount</td>
<td>Count</td>
</tr>
<tr>
<td>06/01/2019 02:16:08 (009)</td>
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<td>$10,440.70</td>
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<tr>
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</tr>
<tr>
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<td>$50.00</td>
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<td>$0.00</td>
<td>0</td>
</tr>
<tr>
<td>07/05/2019 02:15:04 (022)</td>
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<td>0</td>
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<tr>
<td>Totals</td>
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<td>$-305.25</td>
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</tbody>
</table>

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First two days using this merchant. Switched when cc company made error in processing.
Transaction Snapshot

05/31/2019 12:00 AM To 07/08/2019 11:59 PM

Return To Reports

**Grouped By**
- Payment Processor
- Settlement Batch

**Filters**
- San Diego Fair Midway (remove filter)

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<th>Date</th>
<th>Time</th>
<th>Count</th>
<th>Amount</th>
<th>Count</th>
<th>Amount</th>
<th>Count</th>
<th>Amount</th>
<th>Count</th>
<th>Amount</th>
<th>AMEX</th>
<th>Count</th>
<th>AMEX</th>
<th>Count</th>
<th>Amount</th>
<th>Count</th>
<th>Amount</th>
<th>VI/MC/Disc</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/2019</td>
<td>02:21:43 (002)</td>
<td>764</td>
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</tr>
<tr>
<td>06/10/2019</td>
<td>02:15:02 (003)</td>
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<td>1</td>
<td>$-1.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>06/20/2019</td>
<td>02:15:02 (004)</td>
<td>1</td>
<td>$1,861.00</td>
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<td>$1,861.00</td>
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<td>$1,861.00</td>
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<td></td>
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<td>06/27/2019</td>
<td>02:15:03 (005)</td>
<td>2</td>
<td>$5,200.00</td>
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<td>$0.00</td>
<td>$5,200.00</td>
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<td>$5,200.00</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>07/09/2019</td>
<td>02:15:04 (006)</td>
<td>0</td>
<td>$0.00</td>
<td>5</td>
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<td>$-136.00</td>
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<td>Totals</td>
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</table>

First day using this merchant
Switched when CC company made error in processing.
INVOICE

COMPANY NAME  Alamo

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Scanners</td>
<td>$225.00ea</td>
<td>$1,125.00</td>
</tr>
</tbody>
</table>

Total Due: $1,125.00

Payable to the 22\textsuperscript{nd} DAA via check or credit card – please submit payment to the Concessions Office

PAID

CHE# 5976
$1,125
INVOICE

COMAPNY NAME    All State

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 Scanners</td>
<td>$225.00ea</td>
<td>$4,500.00</td>
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</tbody>
</table>

Total Due: $4,500.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

[Stamp: PAID 7/14/19]

Ch# 2084
$4500
INVOICE

COMPANY NAME    Big T

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 Scanners</td>
<td>$225.00ea</td>
<td>$1,350.00</td>
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</tbody>
</table>

Total Due: $1,350.00

Payable to the 22\textsuperscript{nd} DAA via check or credit card – please submit payment to the Concessions Office

PAID

04/10/10

# 3003

$1,350
INVOICE

COMPANY NAME  B Thrilled

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>2 Scanners</td>
<td>$225.00ea</td>
<td>$450.00</td>
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</table>

Total Due: $450.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

PAID
Ch# 1993
1994
$450
INVOICE

COMPANY NAME  Fun Attractions

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Scanner</td>
<td>$225.00ea</td>
<td>$225.00</td>
</tr>
</tbody>
</table>

Total Due: $225.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

Paid
Check# 1332
$225
INVOICE

COMPANY NAME  Helm & Sons

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>18 Scanners</td>
<td>$225.00ea</td>
<td>$4,050.00</td>
</tr>
</tbody>
</table>

Total Due: $4,050.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

P A I D

CH#20124
$4050
INVOICE

COMPANY NAME  Kastl

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<thead>
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</thead>
<tbody>
<tr>
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<td>$225.00ea</td>
<td>$675.00</td>
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Total Due: $675.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

PAID
OL# 3627
#1075
## INVOICE

### COMPANY NAME
Paul's

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
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</thead>
<tbody>
<tr>
<td>18 Scanners</td>
<td>$225.00ea</td>
<td>$4,050.00</td>
</tr>
</tbody>
</table>

Total Due: $4,050.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

[Signature: PAID]

4/05/19
CK#101179
INVOICE

COMPANY NAME  Rose's Rides

<table>
<thead>
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<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1 Scanner</td>
<td>$225.00ea</td>
<td>$225.00</td>
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</tbody>
</table>

Total Due: $225.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

PAID

CK#1381
$225
# of Scanners | Cost per scanner | Total
---|---|---
2 Scanners | $225.00ea | $450.00

Total Due: $450.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office
INVOICE

COMPANY NAME    Talley

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Scanners</td>
<td>$225.00ea</td>
<td>$450.00</td>
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</tbody>
</table>

Total Due: $450.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

P.A.D
CC#: 8429
$450
INVOICE

COMPANY NAME    Wood

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<tbody>
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Total Due: $900.00

Payable to the 22\textsuperscript{nd} DAA via check or credit card – please submit payment to the Concessions Office

Paid

$900

CC# 6512
2019

Fun and Kid Zone Layout with Footage

(Response to Question 29)
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<thead>
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<th></th>
<th>Description</th>
<th>Footage</th>
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<tbody>
<tr>
<td>A</td>
<td>32 X 16 CENTER</td>
<td>17</td>
</tr>
<tr>
<td>B</td>
<td>16 X 16 CENTER</td>
<td>9</td>
</tr>
<tr>
<td>C</td>
<td>24 X 8 CENTER GROUP</td>
<td>7</td>
</tr>
<tr>
<td>D</td>
<td>10' LINEUP</td>
<td>5</td>
</tr>
<tr>
<td>E</td>
<td>15' LINEUP</td>
<td>1</td>
</tr>
<tr>
<td>F</td>
<td>20' LINEUP</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>26'-28' LINEUP</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>30'-33' LINEUP</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>36' - 40' LINEUP</td>
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</tr>
<tr>
<td></td>
<td>TOTAL GAMES</td>
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</table>
### Kid Zone Layout with Footage

<table>
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<th>Description</th>
<th>Quantity</th>
<th>Lineup Type</th>
<th>Count</th>
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<tbody>
<tr>
<td>A</td>
<td>32 x 16 Center</td>
<td>3</td>
<td>10' Lineup</td>
<td>4</td>
</tr>
<tr>
<td>B</td>
<td>16 x 16 Center</td>
<td>6</td>
<td>34'-40' Lineup</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>24 x 8 Center Group</td>
<td>1</td>
<td></td>
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</tr>
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<td>Total</td>
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</table>
ADDENDUM NO. 2

TO

22ND DISTRICT AGRICULTURAL ASSOCIATION (22ND DAA)
REQUEST FOR PROPOSALS (RFP) No.19-04

For Digital Ticketing System and Carnival Game Operations

October 25, 2019

Enclosed is the 22nd DAA’s change to the above-mentioned RFP. Please read it carefully. The information contained in this addendum applies to all Proposers.

The following changes to the RFP are hereby made effective as if originally shown or written:

1. Please replace Page 2 of the RFP with the attached “Revised” TENTATIVE RFP SCHEDULE. The final date for proposal submission has been extended to November 22, 2019 by 5:00pm. The 22nd DAA is providing this extension to allow potential Proposers additional time to review the information provided in Addendum No. 1 and to prepare and submit competitive proposals in response to the RFP.

Please be advised that the above “Revised” TENTATIVE RFP SCHEDULE should be reflected throughout the RFP where the respective dates and times are mentioned.

RFP No. 19-04 is hereby modified to include the above change; all other terms and conditions remain unchanged. You should furnish copies of this Addendum to any prospective subcontractors and in some cases, to your insurance representative. IMPORTANT: You must acknowledge this Addendum No. 2, on page 2 of 2, of the “Financial Proposal Form.” You must acknowledge all addenda for your Proposal to be considered responsive.

Thank you in advance for your participation. Should you have any questions regarding this addendum, you may contact me at 858-792-4263, or by e-mail at mceragioli@sdfair.com.

Sincerely,

Mike Ceragioli
Contracts Manager
22nd DAA / Del Mar Fairgrounds
State of California

Enclosures: “Revised” TENTATIVE RFP SCHEDULE

ADD2-RFP 19-04 Digital Ticketing System and Carnival Game Operations 10/25/2019

CC: Evaluation panel
RFP File
1.2 "Revised" TENTATIVE RFP SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
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</thead>
<tbody>
<tr>
<td>RFP Release date</td>
<td>October 3, 2019</td>
<td></td>
</tr>
<tr>
<td>Written Requests for Additional Information are due</td>
<td>October 16, 2019</td>
<td>5:00pm</td>
</tr>
<tr>
<td><strong>Final Date for Proposal Submission at the 22nd DAA’s Contracts</strong></td>
<td>November 22, 2019</td>
<td>5:00pm</td>
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<tr>
<td>Department located in the <strong>22</strong>ND DAA Administration Building.</td>
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<tr>
<td>Technical proposals will be reviewed and evaluated the week of This</td>
<td>November 25, 2019</td>
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<tr>
<td>includes but is not limited to the verification of the Proposer’s</td>
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<tr>
<td>Small Business Status, DVBE requirements (if applicable), and</td>
<td></td>
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<tr>
<td>submitted references</td>
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<tr>
<td>Interview/Presentations, are mandatory and anticipated the week of</td>
<td>December 9, 2019</td>
<td></td>
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<tr>
<td>Anticipated date Financial Proposals will be opened for review and</td>
<td>December 12, 2019</td>
<td></td>
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<tr>
<td>evaluation</td>
<td></td>
<td></td>
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<tr>
<td>Notice of Proposed Award</td>
<td>December 13, 2019</td>
<td></td>
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<tr>
<td>Last Day to Protest Award</td>
<td>December 20, 2019</td>
<td>4:00pm</td>
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<tr>
<td>Proposed Contract Award Submitted to the 22&lt;sup&gt;nd&lt;/sup&gt; DAA Board of</td>
<td>January 14, 2020</td>
<td></td>
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<tr>
<td>Directors for Approval.</td>
<td></td>
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<tr>
<td>Contract Submitted to Division of Fairs &amp; Expositions for Approval.</td>
<td>January 15, 2020</td>
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<tr>
<td>(If required)</td>
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<tr>
<td>Proposed Contract Commences</td>
<td>February 3, 2020</td>
<td></td>
</tr>
</tbody>
</table>

The 22nd DAA, in its sole and absolute discretion, may re-advertise, postpone or cancel the RFP at any time before the 22nd DAA’s Board of Directors approves a contract awarded during the RFP process. The 22nd DAA, in its sole and absolute discretion, may decide whether or not an award shall ever be made as a result of this RFP.

*(All above dates and times are subject to change.)*
TECHNICAL PROPOSAL
RFP #19-04
Digital Ticketing System and Carnival Game Operations at the San Diego County Fair

ALL STATE 38 INC.

PREPARED BY ALL STATE 38, INC.
763-232-2305 • ALLSTATE38INC@HOTMAIL.COM
512 W MLK JR. BLVD • SUITE 313 • AUSTIN, TEXAS 78701
November 16, 2019

Mike Ceragioli - State Contracts Manager
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

Dear Mr. Ceragioli,

Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures, addendum(s) and instructions concerning RFP 19-04, 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 this 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.

I am in receipt of Addendums #1 and #2 for RFP #19-04.

[Signature]

Adam West
Name

11/16/19

Signature

All State 38, Inc.
President.
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5.3.1 TECHNICAL PROPOSAL DIGITAL TICKETING SYSTEM

CURRENT CARD BALANCE

20 Credits

Select Amount to Add

$1 | 20 Credits  $2 | 40 Credits  $3 | 60 Credits

Other

GO BACK  START OVER
A. PROPOSER’S RELATIVE EXPERIENCE AND QUALIFICATIONS

All State 38, Inc. will be contracting with Wade Shows, Inc. to provide the digital ticketing system and hardware as well as the ticket boxes and guest relations centers. Wade Shows has extensive experience in the digital ticketing realm, having successfully operated a digital ticketing system at major events such as the New York State Fair, the Nebraska State Fair, the independent midway for the Florida State Fair, BucDays in Texas and several other events.

**FLORIDA STATE FAIR**
The Florida State Fair is the largest independent midway operation in the United States with over 100 rides, 60+ games and 200 food stands. We have successfully operated the digital ticketing system as this event for several seasons.

Contact: Cheryl Flood, Executive Director (813) 621-7821

**NEW YORK STATE FAIR**
One of the largest state fairs in the country, the New York State Fair features 75 rides, 50+ games and 100+ food stands. We have operated the digital ticketing system on the New York State Fair midway for the last six years. Under our leadership, gross revenue has increased by over $1,000,000.

Contact: Troy Waffner, Fair Director (315) 487-7711

**BUC DAYS**
Buc Days is a large festival in Corpus Christi, TX. We have operated the ticketing system for the event for the past three years without incident. Under our management, revenue has significantly increased.

Contact: Johnny Phillipello (361) 882-3242
November 20, 2019

To whom it may concern,

Wade Shows utilized their electronic ticketing system for our midway operation at the New York State Fair since the 2015.

It was a requirement of our RFP when we bid out the midway operation. The system ran smoothly and our guests were able to purchase tickets and load them on cards instead of using paper tickets or cash.

We were able to get reports and real-time data from Wade Shows and using the system, they were able to provide excellent customer service to our guests.

I would recommend the use of Wade Shows and their ticketing system for your event.

Sincerely Yours,

[Signature]

Troy Waffner  
Director  
New York State Fair
November 21, 2019

To Whom It May Concern,

Wade Shows utilized their electronic ticketing system for our midway operation at the Florida State Fair for multiple years.

Our guests were able to purchase tickets and load them on cards instead of using paper tickets or cash. We were able to get reports and real-time data from Wade Shows and using the system, they were able to provide excellent customer service to our guests.

I would recommend the use of Wade Shows and their systems for your event.

Sincerely Yours,

Cheryl F. Flood
Executive Director
Florida State Fair
B. STAFFING AND MANAGEMENT

Staff for the digital ticketing system will be the same as our staff for our game operation listed in 5.3.2 below. As we will describe in Section C below, the FunTagg System uses RFID technology. The need to maintain an elaborate system of intranet connectivity, troubleshooting problems with scanning and programming readers and systems is eliminated with this technology. The system components are stand alone and do not require constant monitoring because of the capacity of the memory on the devices to store transactions and the fact that the data is stored on the card or device, The cloud is not required to complete transactions as with other systems.

Therefore, the need for a large staff dedicated to monitoring the system is not required. Reports and system analysis can be done easily by one or two staff members as we outline in our staffing chart in 5.3.2. Debraun and Adam West will be our primary overseers of the system.

In an abundance of caution, and to reassure the fair in its first implementation there, we will make arrangements for the developer of the FunTagg System, Mr. Stephen Riegel and one of his staff to be on-site during the system's implementation.
Please see Mr. Riegel's qualifications below

Stephen Riegel

Has spent the last 22 years of his career with a focus on developing and deploying contactless payment solutions contactless. These solutions have involved stored value RFID credentials used for ticketing, payment, and incorporated payment kiosks accepting cash and credit. Steve has created the most widely used payment app for student housing in Europe. He has created and deployed contactless stored value systems, in the Americas, Europe, Africa and Middle East and Asia.

**SUMMARY OF QUALIFICATIONS**

**FUNPASS LLC**  
(2 YEARS)

Founder Owner, Cary NC
- Created FunTagg, electronic ticketing for events.
- Designed the first event payment app with app stored value using NFC
- Created and deployed kiosks that accept cash and credit, and provide change and receipts

**THE EASTERN COMPANY**  
(10 YEARS)

Director of Engineering and Business Development, Chester CT
- Modified Flash Cash, for use in fairs and carnivals.
- Created and deployed Flash Cash for student housing and laundry stores throughout the world
INSIDE CONTACTLESS (3 YEARS)
VP General Manager Americas’, Wilmington DE

- Established Inside Contactless Americas a subsidiary of Inside Secure, France.
- Deployed Contactless payment solutions include; Amex Express Pay, Mastercard Pay Pass; Dexit and Freedom Pay payment solutions;
- Deployed contactless access solutions include Border Control (US Mexico), US Navy access control; Honduras biometric arms registry; Honeywell and HID for access control
- Deployed first NFC chip to Blackberry and Motorola

MOTOROLA (18 YEARS)
North American Business Development Manager - SmartCard Solutions
San Jose, CA

- Directed Motorola Product Management, Engineering, and Marketing teams in creating product and systems solutions for the contactless access control market, including World Trade Center NYC
- Initiated and led Smartcard transit projects in New York, Boston, and Montreal.
- Introduced Contactless ticketing to Disney
C. TECHNICAL PRESENTATION, APPROACH AND WORK/PLAN NARRATIVE

All State 38 is proposing to use the FunTagg system which it will be leasing from Wade Shows, Inc. Before getting into the system requirements and answering the specific segments of the RFP below, it is important that we make here several points about the FunTagg system.

The FunTagg system was developed by Stephen Riegel, an executive with Motorola who helped to develop what would become the digital ticketing system Disney currently uses. He has vast knowledge and 25 years experience in digital ticketing and RFID technology and his skills are outlined in his résumé which we provided above.

As we noted, the system uses Radio Frequency ID (RFID) technology. It is not a bar code based system nor does it use scanners for reading the ticket. The advantage for this technology is that it is much faster than bar codes, and does not require a back end connection to complete a transaction. The chips have data carrying abilities that can store over 50 transactions and RFID has higher levels of security and encryption.

In the Introduction section of the RFP, 3.1 it states “Users of the digital ticketing system will load digital tickets onto a paper ticket and/or a form of digital media acceptable to the 22nd DAA and a cellular application format on the user’s phone that can be digitally scanned for redemption at both carnival rides and games at the San Diego County Fair”. These words are important, because only the FunTagg system has the ability to load digital tickets onto a paper ticket or media. By using the RFID chip, the information is kept on the chip, not on a server in an office or cloud. The other systems must be connected at all times in order to work. With the ability to store over 50 transactions, only the FunTagg system, using RFID technology can work all the time without interruption.

When a guest purchases a ticket or wristband using the bar code technology, the bar code is scanned and value is added to the account. The bar code is like a reference number such as a bank account number, that the system uses to look up the data. So when the card is presented, the information is not stored on the card, but rather on the server in the office. The system must scan the card, then access the server using wifi or cellular back in the office. If tickets or credits are available, the information is sent back to the reader and the OK is given to access the ride or attraction. With RFID technology, the chip on the card contains the information, so the reader communicates directly with the card using radio frequency and the credits or units are immediately deducted. That is why the RFID technology is faster, more secure and much easier to use. It is the newer, better technology for use with the ticketing system as has been acknowledged by major amusement parks and attractions throughout the world.
A second important point to make is security and connectivity. In the RFP, it says in Section 3.4 (B) that the system must be developed "without any connectivity faults and include system support and maintenance to ensure continuous operation". No system that is web-based or stored on a local server can make this claim. The fact of the matter is that the connectivity can be interrupted and if interrupted, the bar-code type system does not work. **IT MUST HAVE REAL TIME CONNECTIVITY TO WORK PROPERLY.** Some will claim that the data can be stored and when the system comes online again, the data will be transferred and updated. The problem with this is that the system cannot tell if the user has the proper number of credits when it is down, it is only later when the system comes back online that the system will realize that the card has been over used and the money or value that would have been realized is lost.

This is not the case with the FunTagg system. Using RFID technology that writes to the card or media, the brain is contained on the card. The readers simply deduct the credits from card whether or not there is connectivity at any time and cards have the ability to store over 50 transactions. The connectivity of the FunTagg system, through WiFi or cell is really only needed for reporting. If the connection is temporarily lost, the system still works perfectly, it is only the reporting that is delayed until the system comes back online.

Unfortunately, the RFP seems to be written with only one type of system in mind. We find this surprising because the last RFP issued in 2018 specifically requested an RFID system. Many of the benefits of the RFID technology are overlooked in the current RFP. Below, we answer the specifications to the best of our ability given that the RFP was narrowly written to give preference for a specific system.
3.5

REFERS TO 3.4 A THROUGH Q
3.5 - REFERS TO 3.4 A THROUGH Q

A. The FunTagg system, because it writes directly to the card, can work everywhere with all readers on the system. The readers do not have to be continuously connected to WiFi or cell to work as the information is contained on the card. Therefore, the system does not have connectivity faults. Reporting back to the office works through Wifi and cellular.

B. The system we will bring to Del Mar has over 40 POS stations and can meet all the criteria contained herein. We will have as many as 8 back up POS stations. 1) We can accept cash, credit and bar coded vouchers, 2) have the ability to activate a “blank device” and load with tickets, 3) can split tickets onto multiple cards 4) can include a User ID system, 5) has the ability to ready balance and use history.

C. The system will be able to utilize the 22nd DAAs credit processing merchant.

D. The POS system has the ability to include any pricing coupon or special structure the 22nd DAA designates. Pre-printed vouchers can be accepted as bar codes or QR codes if pre-sale and desired.

E. The POS system has the ability to track advance and onsite sales. We have the ability to use the previous year’s ticket information if we are able to load the bar codes into the system.

F. We will be able to provide more than 30 self-service kiosks with more than 2 ready to use as replacements. Our self-serve kiosks are the easiest to use in the business, with simple touch screen buttons and attractive enclosures. The kiosks can load value onto cards, check balances, give receipts for use and they are capable of taking cash should the 22nd DAA decide to use them for that purpose in the future.

In addition to the above, the kiosks can scan advance sale tickets printed or on phones and provide active tickets to the guest, bypassing the need for manned booths in the advance sale process.

G. We will be contracting with Wade Shows for 16 double ticket booths that have air-conditioning, large marquee signs that can be used to affix signs or a specific fair-use wrap can be developed to place on the boxes as we do at many of our events. This customized signage gives a great professional look. All booths are secure and lock and have measurement rulers for ride height requirements on the sides so parents can measure their children before purchasing tickets. The booths will also have installed security cameras.

H. As stated earlier, the RFID system does not need the ability to “scan” a barcode, the readers simply read the radio frequency. Although our readers have the ability to scan barcodes, this is not necessary with the RFID system. Additionally, the readers work directly with the card so the ability to “read” or “scan” is not compromised by connectivity. We will have 400 readers available for the fair. Cell phones are not able to disrupt the operation of
the readers.

I. Our readers are able to be configured for single use, (taking a certain ticket amount) or multiple use (for a concession with more than 1 price point). The user is not able to alter the reader or reprogram it once it has been set up by the administrator.

J. We will provide the fair with two state of the art guest services booths for the fair. If a guest has a question or needs assistance, he can simply look for the large signs pointing to one of our Guest Relations Centers. A guest relations specialist who can answer almost every inquiry from a customer staffs our centers. Whether there is an issue with ticketing, height requirements, or basic customer service, our guest relations team will be able to quickly and efficiently help fair guests. The guest relations centers are also the communication point for reaching members of our management team who can assist a guest with a difficult problem or question.

These guest relations centers have become the hub of our program and our new, beautifully designed guest relations booths provide some outstanding amenities and services.

Each guest relations center now provides free lockers for guest use, free sunscreen, sanitizer and free cell phone charging stations. In addition, each center has within the booth, a private room for baby changing and nursing mothers.

Our guest relations team has become an integral part of our midway operation and they play an even larger when using our automated ticket machines and digital ticketing system.

Our guest relations specialists will provide the fair with written customer service reports.

K. We believe the FunTagg system has some of the most easy to use and understand reports in the business. The reports are customizable and provide the information the fair would need through online access on a minute by minute basis as well as at the conclusion of each day and fair’s end.

L. We can limit access of the data to 22nd DAA authorized staff. Our system is extremely secure and has been designed by tech industry professionals with decades of experience. The RFID system itself is inherently more secure than a scanning/bar code system and we detail our security measures in 3.5 (C) below.
M. The FunTagg system has a bevy of reports available to users that will fulfill the needs for the 22nd DAA's finance team. We can review the available reports well in advance of the fair and if any modifications are needed, we would be glad to provide a customized report should one be needed.

N. Because it does not rely on scanning and uploading and downloading data to a server, the FunTagg system, using RFID technology will have the ability to handle heavy traffic more quickly and efficiently than any other system.

O. The FunTagg app is the best the industry has to offer. The app gives the guest the ability to purchase and redeem digital tickets, the guest can view balances and usage history, reload credits in the app, collect email addresses and uses a secure system to collect customer data.

In addition, the FunTagg app is the first system to use the iPhone's NFC chip with the release of iOS 13. With the ability to use 2-way communication, the phone can now be your ticket. The app, because of the use of RFID technology, has the ability to read even without cell connectivity, it can even work if the phone is in airplane mode.

Q. We will provide comprehensive service for the ticketing system including:

1) Complete installation, configuring and testing prior to June 3, 2020

2) We will configure readers, kiosks and POS systems and repair as necessary during the event. We will also have ample backup equipment.

3) Our management and support team will be on site during the event and available prior to the event on a 24/7 basis

4) We will train sales and redemption team members in the use of the system. Given the system's simplicity, this training time will be significantly reduced.

5) Provide ample backup hardware.

6) Provide online access to customizable reports for fair management as well as hard copies if needed.

7) Take down and removal of equipment post-fair
3.5 (B)
3.5 (B)
We have provided a complete wireless system along with backup for many large events throughout the past 7 years. Wade Shows, our digital ticketing contractor, has provided systems for events including the following:

Florida State Fair
The Florida State Fair is the largest independent midway operation in the United States with over 100 rides, 60+ games and 200 food stands. We have successfully operated the digital ticketing system at this event for several seasons.

New York State Fair
One of the largest state fairs in the country, the New York State Fair features 75 rides, 50+ games and 100+ food stands. We have operated the digital ticketing system on the New York State Fair midway for the last six years. Under our leadership, gross revenue has increased by over $1,000,000.

Buc Days
Buc Days is a large festival in Corpus Christi, TX. We have operated the ticketing system for the event for the past three years without incident. Under our management, revenue has significantly increased.
3.5 (C)

SECURITY PROTOCOLS
3.5 (C). SECURITY PROTOCOLS

The FunTagg system utilizes several technologies for securing transaction data. Cards and wristbands that store transaction data are password protected. Cryptographic hashes are also stored alongside the transaction data on the cards and wristbands to verify the authenticity of the data and to prevent fraudulent transactions. Transaction data that is transmitted over the internet and stored in the backend database is securely transmitted over an encrypted SSL channel using industry standard Transport Layer Security (TLS) and HTTPS. All access to backend data is only permitted by users with appropriate credentials. No passwords or pins are ever stored in plaintext or otherwise. Only salted hashes are stored, which is an industry standard best practice to reduce the risk of identity theft.
3.5 (D)
3.5 (D)

Independent carnival operators will be given readers for the operation of the system. Each reader will be preprogrammed with the agreed upon number of credits to be deducted by the reader. The operator need only place the reader near the ticket or media and the reader will show the card has been read.

One big advantage to the RFID system is that it does not require “scanning” of bar codes so it is much quicker and more efficient to use.

We will conduct training sessions pre-fair with the independent ride operators, demonstrating how to use the device as well as distribute FAQ sheets for the owner/operators.

Advance Sale

The FunTagg system provides an excellent method for the purchase of advance sale tickets and an easy to navigate system for redeeming them. Guest can simply purchase tickets through a website link or on our app in advance of the event. When they get to the event, the simply scan their QR code at one of the many self-service kiosks and they will then receive their tickets or wristband voucher. This process completely bypasses the manned ticket booths. Alternatively, if they purchase in-app, they already have the ticket on their phone and can use them upon entering the fair.
5.3.2

TECHNICAL PROPOSAL CARNIVAL GAMES OPERATIONS
5.3.2 TECHNICAL PROPOSAL CARNIVAL GAMES OPERATIONS

A. Proper's Relative Experience and Qualifications

All State 38 is perhaps the top game operator in the country. Operating at large events including the State Fair of Texas, the San Diego County Fair, the Oklahoma State Fair, the California State Fair and the New York State Fair and many others, they have the experience and know-how to provide the game operation for the San Diego County Fair.

Consistently proving ourselves by placing among the top game operators at the largest events in North America, All State 38 is known for our innovation in the business. Working with carnival companies, independent midways and as a stand alone game operation, we have proven time and again to be the best in the business.

One example of our innovative approach to gaming is working with Murphy Brother’s Expositions at the Tulsa and New Mexico State Fairs. Before the advent of electronic ticketing, we developed a cashless system using tickets for those events. We developed policies and procedures for selling as well as weighing the tickets and distributing the revenue. We also implemented stock throw policies to improve the value for guests.

As a result of our efforts, the games gross at these events skyrocketed and working with fair management, oversight and confidence in the system increased.

Some other examples of our operation include:

**STATE FAIR OF TEXAS — DAVID RUSS**
(214) 421-8741
Operated 9 games at the US's largest fair, between the two company principals, more than any other operator. Debraun has had more #1 games in the last 10 years than any other midway game provider.
BUTLER AMUSEMENTS - SEAN BUTLER
CA State Fair, Alameda County, Big Fresno Fair, Kern County County Fair
(408) 858-5369.

Between All State 38 and our extended family, they operate 1/2 of all the midway games at these Top 50 fairs. Adam and Debraun oversee the entire family’s operation at these events and they serve as concession manager.

MURPHY BROTHER’S EXPOSITIONS - JERRY MURPHY
New Mexico State Fair, Tulsa State Fair
(918) 406-8899.

Served as midway concession manager at the two Top 50 events with Spectacular Attractions. All State 38 developed and implemented a plan to turn games into a cashless system. Prior to electronic ticketing, they developed a cashless system for all games to take tickets only. They developed procedures for selling, weighing

Please find on the following pages two reference letters attesting to our ability to provide the game operation for the fair.
November 18, 2019

To whom it may concern:

I, Jerry Murphy, have known Adam West for approximately 15 years, during my lifelong career as one of the largest carnival companies in the world. I have never met a more dedicated and energetic person nor have I had a better manager for my carnival midway game operation. Murphy Brothers Expositions has been an industry leader in innovation, for years, and in 2010 we hired Adam to transform our carnival into a cashless midway at the New Mexico State Fair. That fair and the cashless midway was a huge success.

Adams experience with the cashless midways and his dedication to every detail was the reason for our success in 2010. Our ride gross increased the first year along with over, an unbelievable 40% game to ride ratio. Adam not only changed how we accepted payment but changed how our concessions were perceived overall. He brought vibrant colors and new designs to our midway. Our customer per cap at the games was at never before seen numbers and the amount of prizes walking around couldn’t be more noticed.

I would recommend Adam and his company, All State 38, Inc, to any fair or entity in the amusement business. I believe Adam will continue to innovate and reshape the carnival industry into the future and is an industry leader in the outdoor amusement business.

Sincerely

Gerald Murphy
President of Murphy Brothers Expositions
November 15, 2019

Sean Butler  
Chief Operating Officer  
Butler Amusements, INC

To Whom it May Concern,

I, Sean Butler, Chief Operating Officer at Butler Amusements would like to recommend All State 38, INC to provide games at any fair, carnival or event. I especially want to recommend Adam West and his company for the San Diego County Fair. Butler Amusements has conducted business with All State 38, INC since 2011. The games provided by All State 38, INC’s are impeccable and meet the requirements of Butler Amusements and those set at any fair through out the country.

All games are vibrant in color and illuminate a carnival midway. We at Butler Amusements enjoy having their games on our midway and the games themselves are an excellent addition to midway beautification. Not to mention the additional touch that is added by their beatification manager, whom does an exceptional part in adding flowers, plants and holiday decor to all of All State 38, INC games on the midway at each and every event.

All State 38, INC’s game management is dedicated to detail. All staff is in uniform, all games follow all rules set forth by Butler Amusements. On Butler we enjoy that All State 38, INC has its own management that guarantees patron satisfaction at all times.

Among those mentioned, one other aspect of All State 38, INC, as a game provider is the amount of merchandise given out as prizes. It is a joy for any carnival company to see fair goers with hands full of prizes. All State 38, INC does their part in withholding a fair merchandise program.

If you have any further questions regarding All State 38, INC please do not hesitate to contact me at 408-858-5369

Sincerely,

Sean Butler  
Chief Operating Officer  
Butler Amusements, INC

Butler Amusements, Inc.  • P.O. Box 2210, Fairfield, California 94533 • phone (707) 429-4788  
www.butleramusements.com
November 19, 2019

To Whom It May Concern,

Adam West has been a Games Operator for The State Fair of Texas since 2008.

Adam has been an excellent Operator bringing new ideas in both game operations, guest service and plush usage. Adam’s operation has successfully operated the electronic ticketing system in use in Games at the State Fair of Texas.

Adam is capable of handling and succeeding in a fast-paced environment and scale of operation.

Adam is one of the leaders of the new generation of Games Operators that are experienced, team players, that embrace change and are capable of handling all situations in a professional manner.

I strongly recommend Adam West and his Game Operation.

Regards,

[Signature]

David B. Russ
Director- Games Operations
State Fair of Texas
DRuss@BigTex.com
B. Staff and Management
The San Diego County Fair will have one of the most experienced teams of professionals at your disposal while under the care of All State 38. Our team has decades of experience in the industry, especially at large events.

Our management team and employees are the key to our success. Leading by example, they place the customer first and are dedicated to the safety and positive experience of our guests.

As you can see, many of our key team members are part of our family. In fact, we will have three generations of management helping to operate the midway at the San Diego County Fair. Our family has worked successfully at some of the top events in the US and we have won numerous awards over the years. By keeping much of the management “in house” we will have that personal touch in terms of operations and guest services that just can’t be found anywhere else.

Our staff members include:

ADAM WEST
General Manager with experience at major events such as the Oklahoma State Fair, New York State Fair, San Diego County Fair and many Top 50 events. Served under Murphy Brother’s Expositions as concession and accounting manager for midway at the Tulsa and New Mexico State Fairs.

DEBRAUN WEST
PR, HR and digital ticketing supervisor

ROBERT WEST
Training implementation specialist and game management

TRUDY WEST
Merchandise management and midway beautification

ROBERT ELLIS
Game management and logistics

Please see résumés on the following pages:
ADAM WEST

763-232-2305  allstate38inc@hotmail.com

ADAM WEST

- An introduction to Adam and his decades of experience in the outdoor amusement industry with carnivals and fairs nationwide.

Adam West was born and raised in the Midwest. He worked for his parents, managing game concessions until the age of 19. In 2005, Adam West started All State 38, INC a carnival midway game corporation. At age 25, he became the concessions manager at the New Mexico State Fair and Tulsa State Fair. Adam has added state of the art games to All State 38, INC, which has since set the precedent for the industry. All State 38, INC has contributed to numerous major events across the country including the New York State Fair; State Fair of Texas; San Antonio Livestock Show and Rodeo; North Carolina State Fair; Oklahoma State Fair; California State Fair; Fiesta San Antonio; to name a few. Adam works to be the best and projects a first-class image, and as a result has developed a great reputation in the business. He is a professional, with special attention to even the smallest details. Customer experience is paramount to his operation for All State, 38 INC. In addition to All State 38, INC, Adam West has started Wild West Entertainment, LLC with his wife. Wild West Entertainment, LLC is an event promoting and consulting company in Texas. Adam and his wife plan to raise four daughters and grow both companies over the next twenty years by adapting the past with modern technology and innovation. They look forward to the future ahead of their combined 135 years of experience in the Outdoor Amusement Business.

EDUCATION

- Texas A & M, Corpus Christi
- Texas State, San Marcos
- West Bend Mallard, 2004
PROFESSIONAL EXPERIENCE

- President and Founder of All State 38, INC, 2005-current
- General Manager for All State 38, INC, 2005-current
- Carnival Midway Game Provider at The State Fair of Texas -2008-current
- Carnival Midway Game Provider at the San Diego County Fair- Service provided to 22nd DAA 2011-2019
- Carnival Midway Game Provider at the Wisconsin State Fair- Service provided to Government Agency 2012-2016
- Implemented a cashless system at the New Mexico State Fair, 2010
- Concessions Manager at the New Mexico State Fair, 2010
- Concessions Manager at the Tulsa State Fair, 2010
- Manager for Game Operations at West Concessions, 2000-2004

Training

- General Manager - With decades of fair experience, combined with: business education, participation at fairs from east coast to west coast and everywhere in-between, Adam has a knowledge of his industry that is unparalleled to any of his peers. Through years of experience he has gained the unique ability to develop innovative ideas and implement changes with positive results. All State 38's staff continually strives to improve customer service and are dedicated to quality and customer satisfaction. Adam guides the way with strict expectations for his staff. As an innovator, Adam has taken old game concepts and adapted them to our constantly changing technology. Adam personally oversees all departments by having daily management meetings to guarantee staff is operating at the highest potential, Adam is involved with day to day operations at all fairs that All State 38, INC is a participant. He serves as a liaison between All State 38, INC and the contractee for all events.

ACCOMPLISHMENTS

- #1 and #2 Grossing Games at the San Diego County Fair, 2019
- Earned Best Game Award - San Diego County Fair, 2017
- Best Game Merced County Fair
- #1 and #2 Grossing game at the San Diego County Fair, 2019
- Managed New Mexico State Fair Game Operations
- Managed Tulsa State Fair Game Operations.
- Football Captain 2004
- First Team All State Football Player, 2003 and 2004
- Class of 2004 Vice President, 2004
- Class of 2004 President, 2003
Debraun West

debraunwest@gmail.com 916-995-9363

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Debraun West

- An introduction to Debraun and her decades of experience in the outdoor amusement industry with carnivals and fairs nationwide.

During the Great Depression Debraun's Grandfather, Robert Ellis, Sr. became a rail master for a traveling carnival, through hard work he later bought his own rides and traveled with the same carnival on the west coast. Later in his career he sold his rides and became a game operator. In the 70's Debraun's father, Robert Ellis Jr. took over Ellis Concessions. He has managed three carnivals, as well as, continued his game operation at fairs through out the west coast.

Debraun has helped with the family game operation since childhood. When she graduated high school she became active as a manager and learning the ins and outs of the business during the summer breaks from college. When she graduated college she began a career as an educator and business owner of her own, however, she always played an active role in her fathers company. When she finished her graduate degree she worked for California State University for three semesters as an educator. At that time, she did not see her career in Education blossoming during those times, so she returned to the carnival. She was hired by Earl "Butch Butler" Butler as an Executive Assistant for Butler Amusements, INC. She held this position for 2 years. During this time she worked with fairs and festival committees as a Butler representative, worked with the advertising and public relations team to ensure all marketing needs were met and held at a standard expected by the events, and worked along side of Earl Butler at executive meetings for the company. This career was ended by the death of Earl Butler, however, her knowledge of the carnival industry that she gained during that time has contributed to her success as a carnival midway game provider in her current role with Adam West and All State 38, INC.

While working on Butler Amusements, Debraun met her husband and the father of her four beautiful daughters. Adam similar to Debraun is a game owner. They instantly fell in love and decided to join forces. Debraun has enjoyed growing in the industry along side her husband and their game operation that provides games for fairs nationwide.
Education

- Online Teaching Certificate, Saddleback College, Mission Viejo, CA - May 2011
- Masters of Arts in Philosophy, California State University, Long Beach, CA - January 2009. Graduated with High Honors - Member of both Phi Kappa Phi and Phi Delta Gamma. Thesis: An Immigration Policy for a Modern Liberal Democracy
- Bachelor of Arts in Philosophy and Minor in Humanities and Law, University of California, Irvine. Graduated with Honors, June 2005.
- High School, 2000

Professional Experience Non-Carnival

- Orange County Department of Education (OCDE) - Costa Mesa, CA. August 2005 - May 2010 K-12 Substitute Teacher for Laguna Beach and Garden Grove Unified School Districts, as well as, OCDE Department of Special Education. Experience with behavior and medically fragile special education populations. Job requirements include Bachelor's degree, completion of California Basic Education Skills test, up to date tuberculosis screening, CPR/First aid training, and FBI live scan clearance.
- Festive Photo Booth - Long Beach, CA, November 2007 - December 2010Owner of a photo booth rental and leasing company. I provided photo booth rentals for special events and festivals in Los Angeles, Orange, Riverside, and San Diego counties. Many clients are high profile therefore we keep a professional staff and maintain client confidentiality. My primary roles in the company were marketing and public relations, as well as, maintain insurance and permits necessary for each event. Company was sold in December 2010.
- Jay's Catering & Ebell Club - Orange & LA Counties, CA November 2003 - February 2009, On-site Event Coordinator for special events. Coordinated events with clients, planned and executed activities as event specialist, and supervised catering and bartender teams as large as fifty employees. Client complaints were resolved prior to event completion and all events were a success. Increased sales revenue of event rentals and increased preferred venues for clients use by locating
potential event venues and turning them into successful special event venues for local weddings, etc. Job required business education in addition to a related Bachelor's of Arts, rental experience, knowledge of event venues and vendors in Orange County, CA, managerial skills, and advanced sales and communication skills.

- **Cypress College - Cypress, CA, September 2007 - June 2008**, Philosophy Tutor for The Learning and Resource Center. Recruited students by introducing services available. Communicated with Philosophy professors to ensure all material was covered during tutorial sessions. Tutored students in the following courses: Introduction to Philosophy, Ethics, Logic, Critical Thinking/Reasoning, and Religion. Job requires Bachelor's of Arts in Philosophy (in addition to some M.A. units completed), advanced knowledge of Microsoft Word and Excel, as well as, excellent communication skills.

- **California State University - Long Beach, CA, August 2006 - December 2007** Graduate Assistant for the Philosophy and Odyssey departments. Provided educationally beneficial assistance to professors and students assigned, prepared and presented lectures, assignments, exams, paper prompts. As well as, implemented exams and graded/recorded all student work. Job requires Masters of Philosophy, communication skills, logic and critical thinking, excellent organization, and creative writing ability.

- **The Emmons Company - Irvine, CA** June 2005 - May 2006 Executive assistant for property management company representing Home Owner Associations (HOA). Maintained the following Excel logs: maintenance at the HOA's, HOA dues, HOA violations, and pending escrows. Collaborated with loan and notary companies for each pending escrow. Compiled weekly board packets for HOA committee meetings. Job requires advance knowledge of Excel, experience with escrow process, escrow vocabulary, knowledge of HOA rules and regulations and dues for homeowners.

- **California Medical Association (CMA) - Sacramento, CA** June 2004 - August 2004, Intern for CMA, a professional lobbying organization that represents physicians in the state of California and is a member of the American Medical Association. Worked in unison with the CMA lobbyists researching potential grants for rural health care programs, and drafted proposals for grants supporting rural health care. Job requires communication and organization skills, advanced note taking skills, experience with grants and grant writing, knowledge of rural health care needs, services, and programs.
Professional Experience Carnival

- **Partner, All State 38, INC 2011- Current**, Midway Game provider. All State 38, INC owns and operates over 120 carnival games. Current Fair operations for 2019: San Antonio Stockshow and Rodeo, Rio Grande Livestock show and rodeo, Big Texas Fun Crawfish festival, Fiesta San Antonio, Portent Strawberry Festival, Chorus Christi Buccaneer Days, San Diego County Fair, Merced County Fair, Alameda County Fair, California State Fair, Sonoma County Fair, Ventura County Fair, New York State Fair, Eastern Idaho State Fair, Western Idaho State Fair, Kern County Fair, Big Fresno Fair, Oklahoma State Fair, State Fair Texas, Big Texas Fun Boll and Brew.

- **Public Relations, All State 38, INC 2011-current**, Directs publicity programs and campaigns, improves public image of company, and clarifies company’s point of view on important issues.

- **Digital Ticketing Supervisor, 2011-current**, As a Digital ticketing supervisor, Debraun is responsible to work along with Fun Tag to guarantee that all games operate the digital ticketing system properly. She also trains all staff on how to use the digital ticketing system.

- **Ellis Concessions- Manteca, CA June 2000 - Present**, Hands-on concession co-owner/manager for carnival games and food vending at fairs and festivals nationwide. Negotiate contracts, secure venues, lease equipment, maintain records and bookkeeping, customer service and rental inquiries, generate weekly payroll, taxes, and workmen's compensation for up fifty employees; renew certificates, permits, and insurances, design and maintain www.bellisconcessions.com. Personally increased sales revenue from rentals and new contracts by 25%, since 2007. Skilled online advertiser with experience using social networking to increase awareness, contracts, and revenue for the business. Keen knowledge of rental equipment, and computer software to include Microsoft systems and web design for both PC and Mac computers.

- **Butler Amusements, INC- Executive Assistant, 2010-2011** As Butler Amusement’s Executive Assistant, Debraun worked along side Earl “Butch” Butler for two fair seasons. She attended board meetings, on-site events by working with the Public Relations and Marketing team to provide interview to local media at the Fair.
Training

○ **Public Relations Supervisor** - Two years of experience gained from her time as Executive Assistant to Earl "Butch" Butler. Debraun is responsible for the public image of All State, 38 INC to clarify the companies point of view to fairs, carnivals, local government agencies, as well as, the media in each event All State 38, INC participates.

○ **Digital Ticketing Supervisor** - Nine years experience at the Texas State Fair working with a Digital Ticketing System used with all games at the fair. Has training with knowledge of more than one Digital Ticketing System.

○ **Human Resources** - Through Debraun's professional experience she has worked with HR in numerous companies. Her experience with Ellis concessions and All State 38, INC has provided her with training for both California and Texas Labor Laws and procedures. She oversees all Human Resources with All State 38, INC.

ACCOMPLISHMENTS

○ State Fair of Texas Award for Best Game Appearance for five years in a row.

○ #1 Grossing game at the State Fair of Texas 9 years from 2009-2019.

○ Member of Phi Kappa Phi Honor Society, 2009

○ Member of Phi Delta Gamma Honor Society, 2009

○ Honorary Mayor of Manteca, California, 2000

○ Honorary City Attorney of Manteca, California 1999

○ Graduate of Stanford University's Youth Leadership Conference, 1999

○ Graduate of Hugh O'Brian Youth Leadership, 1998

○ California State Swim Qualifier, 1999


Robert West

Robert West

- An introduction to Robert and his decades of experience in the outdoor amusement industry with carnivals and fairs nationwide.

Robert West was raised in South Dakota. He worked for his parents on the family dairy farm at a very young age. He learned work ethic and entrepreneurship, which gave him a burning drive to achieve more than South Dakota could offer. At 18 years old, he left the midwest for sunny Southern California. He worked for a restaurant in San Diego County as a chef. Two years later, Robert decided it was time to return to the Midwest. When he returned, he met his wife Trudy, who at the time was managing her parents' game operation in Iowa. He fell in love with the flashy lights of the carnival and the family that soon became his own. Robert and Trudy shortly, after meeting took over the family business and grew it beyond their wildest dreams. What was once, a side job for teachers to increase their salary, became one of the largest game operations in the country. Robert and Trudy joined an elite group by participating in the Minnesota State Fair for 19 consecutive years. In addition to Minnesota State Fair, West Concessions participated in the following State Fairs: Texas, Indiana, Wisconsin, Michigan, Mississippi, South Dakota, North Dakota, Oklahoma, Kansas, North Carolina, New Mexico, and Colorado. In 2005, Robert and Trudy decided to sell their assets of West Concessions to their son Adam West, who is now the owner of All State 38, INC. Robert then became an essential part of his sons company by overseeing game operations as Game Manager and Training implementation specialist.

Education

- High School, 1977

Experience

- Training Implementation Specialist - All State 38, INC, 2005-current

- Game Management - All State 38, INC, 2005-current
- Carnival Midway Game Provider at the Wisconsin State Fair: Service provided to Government Agency 2012
- Carnival Midway Game Provider at the Minnesota State Fair: Service provided to Government Agency
- Carnival Midway Game Provider at the Texas State Fair
- West Concessions, Owner: 1982 - 2005

Training

- Training Implementation specialist: Over 35 years experience as a business owner and employee trainer. He specializes in hiring and training staff that will give customers and all fair goers a magical experience. On the face, this sounds easy but it takes training and experience to create lasting memories for families. This is important to Robert and All State 38, INC. He has trained himself through studies of Ken Blanchard and Spencer Johnson and uses this knowledge to create a staff that is conscientious of each other and the goal of the company as a whole.

- Game Management: Over 35 years of experience and training by managing game operations. His duties as Game Manager is to guarantee all game operation is completed by the game rules and that all employees implement game rules. Robert has a comprehensive understanding of game concession industry throughout the United States
Trudy West

- An introduction to Trudy and her decades of experience in the outdoor amusement industry with carnivals and fairs nationwide.

Trudy West was born and raised in Iowa. Following High School Graduation in 1979, Trudy won the Miss Shamrock pageant. Following her reign as Miss Shamrock, she won Miss Emmet Dickerson, a preliminary to Miss America. During her time as a pageant queen, she earned an Associates of Arts Degree from Buena Vista College. After college graduation, she managed her parents summer game operation in Iowa, where she met Robert West. Robert became her husband in 1982. Together, they expanded the family game operation shortly after their marriage. In the fair off season, Trudy managed a department store; Brooks for 3 years. The store she managed was the number one grossing chain for Brooks during her three years of management. She then, left brooks to open her own store in Okoboji, Iowa. Her store was open for 3 years, when the family game business grew so large that it was time to expand beyond Iowa. Trudy sold her store and dedicated her time to raising two children, Adam and Amy, and participated with Robert in growing a multi state fair game operation. Her parents began the Family game business in 1970 and it is still thriving today with her son, 50 years later!

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Education

- Associates of Arts, 1981
- Highschool, 1979

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Experience

- Merchandise Manager and Midway Beautification - 2005 - current
- Carnival Midway Game Provider at the Wisconsin State Fair - Service provided to Government Agency 2012
- Carnival Midway Game Provider at the Texas State Fair
○ West Concessions, Game Owner and Operator - 1982 - 2005
○ Midway Beautification, Gold State Amusements 1996-2000
○ Midway Beautification, Bill Hames Shows 2001-2005
○ Store Manager, Brooks - 1985 - 1988

Training

○ Merchandise Manager - Three years experience as a store manager whom oversaw all inventory in the largest department store for Brooks in the United States. For All State 38, INC, Trudy receives all inventory by managing deliveries and confirming all shipping and receiving from merchandise companies. She then oversees each game’s daily stock report to ensure that the game is operated correctly and is giving the correct percent of merchandise away for each game. She uses the daily stock reports to determine daily merchandise delivery to each game.

○ Midway Beautification - As a department store manager Trudy oversaw window display designs. This experience combined with her art degree created a vision for the carnival. For ten years Trudy worked for two different carnival companies for midway beautification. She uses plants, flowers, ribbons, game merchandise and many other objects to create a piece of artwork on the carnival midway. Now for All State 38, INC, Trudy sees each game as a blank canvass that she can create a work of art using midway beautification. Her specialty, is to take a fair theme and add it to each game, therefore, blending the fairs imagination with the carnival midway.

ACCOMPLISHMENTS

○ Best Game Award Minnesota State Fair, 3 years
○ Best Game Award Mid South Fair
○ Met Sales annual quotas for Brook Department Store’s #1 grossing store in the Nation.
Robert Ellis

209-815-3085 ellisconcessions@yahoo.com

Robert Ellis

- An introduction to Robert and his decades of experience in the outdoor amusement industry with carnivals and fairs nationwide.

Robert Ellis was born and raised in Santa Rosa, CA. He worked for his parents' business, Ellis Concessions starting at the Age of 15, in 1966. His parents began the business during the Great Depression, thirty years prior. Robert continued managing Ellis concessions until the age of 29. At the age of 30, he became a partner of the family concession game business on Foley and Burke shows. Robert then became the General Unit Manager of Foley and Burke from 1982-1984. At this time, he worked at numerous major events across the West Coast including Los Angeles County Fair; California State Fair; Arizona State Fair. Robert continued his career on Davis shows in 1984, which at the time was the biggest Carnival company in California. He became General Unit Manager of Davis shows for two fair seasons 1985 and 1986. Following the 1986 fair season, Robert left Davis Shows to join Butler Amusements. At the time, Butler Amusements was a small carnival that was putting a team together to expand and become the biggest and best carnival on the west coast. Robert loved the new challenge and became a carnival midway game operator for Butler in 1987. He has grown with Butler Amusements and is now one of the largest California carnival midway game provider, and will continue to operate during the 2020 fair season, which is Robert's 54th season. In 2000, Robert's daughter, Debraun, became an essential part of Ellis Concessions, she continues to participate in Ellis Concessions today. However, in 2011 when Debraun became a partner in Allstate 38, INC her father, Robert became a contributor to Allstate 38 INC, game operations. In addition to game operations, Robert is now more than a contributor, he is the logistics and game manager for All State 38, INC.

Education

- High School in 1969
Experience

- Logistics & Game Management - All State 38, INC 2011 - Current
- Front-end Game Operator Butler Amusements - 1987-current
- Game Operator for State Fair of Texas - 2009-current
- Game Operator for San Diego County Fair - Service provided to 22nd DAA 2011-2018
- Game Operator for Wisconsin State Fair - Service provided to Government Agency 2012-2016
- Davis Shows, General Unit Manager - 1985-1987
- Foley and Burke General Unit Manager - 1982-1984
- Owned and Operated Ellis Trucking Wine hauler for Sonoma County Wineries —1986-1987

Training

- Logistics: Training - Over 30 years experience with California DOT; owned an operated a trucking company for over 30 years, which started hauling wine and now is exclusive for carnival equipment. Oversees trucking logistics for All State 38, INC. Compliant with current California DOT as well as manages the hired drivers in multiple states for All State 38, INC.
- Game Management: Over 50 years of experience and training by managing game operations. His duties as game manager is to guarantee all game operation is completed by the game rules and that all employees implement game rules.

ACCOMPLISHMENTS

- State Fair of Texas Award for Best Game Appearance for five years in a row.
- #1 Grossing game at the State Fair of Texas 9 years from 2009-2019.
- Best Game Award at the Merced County Fair for 5 years.
- Two Years of Circle of Excellence from the Outdoor Amusement Business Association.
In addition to our regular staff, we will engage the services of several non-profit organizations to staff our games in Del Mar. We have successfully operated our games this way in the past, even operating the #1 and #2 highest grossing games at the fair.

The non-profits will be carefully selected and trained by our team members and operate the games as a fund raiser for their organization. The operators are non-professionals, but motivated community members that are able to generate revenue using a soft-sell, community-based approach.

C. Technical Presentation and Work Plan

Ownership and List of Equipment

All games at the San Diego County Fair will be owned and operated by All State 38, Inc. We have a vast assortment of games to provide to the fair. Listed below are the games available to the fair as well as relevant information on each attraction.

<table>
<thead>
<tr>
<th>Game</th>
<th>Size</th>
<th>Manufacture</th>
<th>Manufacture Date</th>
<th>Type</th>
<th># of attendants</th>
<th># of Tickets</th>
<th>Prize Structure</th>
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<tbody>
<tr>
<td>Balloon pop</td>
<td>42x8</td>
<td>Anchor</td>
<td>2007</td>
<td>K</td>
<td>3</td>
<td>5</td>
<td>T</td>
</tr>
<tr>
<td>Fishy</td>
<td>14x14</td>
<td>Anchor</td>
<td>2007</td>
<td>K</td>
<td>3</td>
<td>2</td>
<td>T</td>
</tr>
<tr>
<td>Short Range</td>
<td>10x18</td>
<td>All State</td>
<td>2007</td>
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<td>T</td>
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<td>Anchor</td>
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<td>Ring A Duck</td>
<td>14x14</td>
<td>Anchor</td>
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<td>K</td>
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<td>1</td>
<td>T</td>
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<td>18x14</td>
<td>Dennys</td>
<td>2000</td>
<td>K</td>
<td>3</td>
<td>5</td>
<td>T</td>
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<td>Dennys</td>
<td>2001</td>
<td>K</td>
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<td>Anchor</td>
<td>2007</td>
<td>K</td>
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<td>All State</td>
<td>2015</td>
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<td>Manufacture</td>
<td>Manufacture Date</td>
<td>Type</td>
<td># of attendants</td>
<td># of Tickets</td>
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<td>Goblet toss</td>
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<td>All State</td>
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<td>Southern</td>
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<td>All State</td>
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<tr>
<td>Goblet toss</td>
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<td>Waterloo Tent</td>
<td>2012</td>
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<td>Waterloo Tent</td>
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### NON AGENT APPROACH

As discussed above, we take a "non-agent approach" to the games by utilizing non-profit organizations to run our game operations. As members of the community, they bring a local touch to the operations and as members of an organization interested in raising funds they are motivated to operate the game properly and generate revenue for their charity or organization.

We have successfully operated with this approach at the San Diego County Fair for several years and we believe our operation speaks for itself.

### MIDWAY TRANSFORMATION

Under our management, the game midway will be truly transformed at the San Diego County Fair. Games with uniform awnings and colors and beautiful flags and banners will give a great new look to the midway. Our games will have big awnings and many games use a truss skeleton that makes for a great appearance. We use colorful matting to surround our games, giving an eye-catching appeal, and we decorate our concessions with beautification such as flowers and plant beds.

All State 38 concessions will have special San Diego County Fair branding, so all games and attractions look like they belong on our midway. All of our games will have uniformed employees with a strict appearance and uniform code. When you look down the midway, you will see that all of our games are part of our team.
HOUSING
With the hiring of non-profit organizations, the need for housing of employees will be minimized. For our staff staying on grounds, we have utilized the jockey’s quarters in the past and that would be our first preference. If those arrangements are unavailable, we also own several Lifetime bunkhouse trailers for our traveling employees.

STOCK AVERAGES/INVENTORY
The enjoyment of games for our guests is paramount for All State 38. While guests enjoy the act of playing the games and the thrill of attempting to win, it is the prizes and the fair chance to win that is vitally important to maintain integrity for our guests.

All State 38 maintains a minimum stock average of 25%. At this level of "stock throw", we can ensure that our guests are getting a generous return for their value. We maintain the stock average through our inventory manager, Trudy West. The inventory manager receives all stock shipments, records them electronically, and is in charge of distributing them to all game operations. During game operations, the manager conducts spot audits as well as maintains a running inventory for each game and produces reports at the end of each day and the end of the event. Invoices for stock and reports are provided to the 22nd DAA on a regular basis.
Examples of Stock Reports:

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**OFFICE USE ONLY**

**GROSS** 3992
**STOCK COST** 1064
**PERCENTAGE** 27%

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### 2019 SAN DIEGO COUNTY FAIR

Short Range Basketball

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**OFFICE USE ONLY**

**GROSS** 2616
**STOCK COST** 882
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MAXIMIZING REVENUE

The RFP states that the 22nd DAA found the cost of leasing or purchasing a digital ticketing system prohibitive and therefore they have asked for the free use of a digital system in exchange for the operation of the games.

While it is true there is no upfront cost for the system, unless revenue is maximized, the cost to the fair could be very substantial, even exceeding what the cost of leasing the system would have been. Even if the percentages paid from the games are the same from all proposers, the revenue generated by the games must be the same if the revenue to the fair will be the same and in our experience, that is not the case.

In 2019 for example at the San Diego County Fair, All State 38 operated several games, with three in the top ten in terms of revenue, including the #1 and #2 games at the fair. As one of the newer concessionaires, our locations are some of least favorable at the event, yet we were able to generate some of the largest grosses.

In fact, we averaged about $800 rental/ft. for our games, while the leading game operator at the event averaged around $400/ft! For example, last year, our top game paid the fair $1,145 per foot rent or $52,600 to the fair at the given percentage. The top game from the majority game operator paid only $597 per foot or a total of $28,700. That is a difference in rent paid to the fair of almost $24,000 for just the top game.

If one company has the ability to generate significantly more revenue than another, as we have demonstrated above, the revenue to the fair, with 1,7000 feet or so, can vary by hundreds of thousands of dollars, even if the percentages are the same.

As we demonstrated so vividly last year, All State 38 has the ability to generate significant revenue increases while also keeping the "soft-sell" approach. We do this in several ways:
STOCK SELECTION
The games can be driven by the type of prizes in the game. As the top countrywide provider of games, we monitor the most popular prizes and adjust the stock our games display to maximize revenue and interest.

EMPLOYEE TRAINING AND SUPERVISION
We carefully select the non-profit organizations we work with and train them in the efficient operation of the games. Our supervisory team works closely with the groups, coaching them and encouraging best practices for games operation.

STATE OF THE ART EQUIPMENT
Our games are some of the best in the business. We purchase new games from established manufacturers and even develop our own games and adoptions. Throughout the year, we look for what is new and test what works, always improving up-on our selection and offering the best attractions there is to offer in the business.

FAMILY OPERATION
With three generations of family on site, our experience is unparalleled. The softsell approach is great in many respects but the one area where it can be lacking is with employees unmotivated because they are just there to “collect a paycheck”. The unique antidote we have to that is a family operation. The supervisors, managers and staff are made up of many of our family members who have a vested interest in seeing the operation succeed and take great pride in our family brand. As with almost any operation when the owner is participating, you will see better employees, more efficient operation and pride in work. After all, it is our family reputation and livelihood that is on the line!
ONLINE SALES
We have worked with several different providers of online wristband and ticket sales. Most work with a ticket or bar code that can be redeemed at the ticket booths and exchanged for a wristbands or ticket. We have worked with ETix, Innovative Ticketing, Saffire and others companies on these projects and the fees charged can vary. Sometimes a fee is charged only to the customer, other times, a small fee is charged to the customer and the fair or operator pays a small fee and still other times the cost of the ticketing is born entirely by the fair or operator. Fees have ranged from as low as 4% (including the credit card fee) to up to 10% when using a third party provider.

PROMOTIONS
Game promotions are generally very rare in our industry and the focus for promotions has been on the rides or gate admission. While we do have some hard costs such as prizes, the ideas of doing promotions with the games is something we believe more events should explore. We have done several promotions with events over the years and we would like to highlight a couple of examples here.

$1/$2 DAYS PROMOTIONS — (NEW YORK STATE FAIR, OKLAHOMA STATE FAIR ETC.)
On these promotional days, many times individual rides and gate pricing is $1 or $2 depending upon the event. Food stands also generally have a dollar or two dollar special as well. We have made an effort to participate in these promotions by doing game specials on these days as well. Special sized prizes can be used if the price is $1 and family friendly pricing like this generates a lot of interest in playing. This promotion has been very successful at the events where we have participated.

GAME PLAY PACKAGES — (VARIOUS FAIRS)
At some of our events we have sold packages online or onsite that included many of the following: gate admission, unlimited ride wristband or package of tickets, several game plays and food discount or free item. With all elements of the fair working together, we are able to provide the guest with an affordably priced special that encourages not just rides and admission but game play and food sales. The packages were split on an agreed upon money basis by package elements before the event.

OTHER GAME PROMOTIONS USING THE APP
Our app gives us the ability to send push notifications to guests using their smart phones. Another idea might be to run game specials using the app. Perhaps we could have a “Game of The Day” with special prizes or pricing and push that notification to guests attending the fair on that day, generating traffic for the game and a discount for our guests.
STAR DART
1 DART IN YELLOW STAR WINS LARGE
2 IN-A-ROW WINS X-LARGE
3 IN-A-ROW WINS CHOICE
NO LEADING
DART MUST BE ALL THE WAY IN YELLOW STAR TO WIN
NO TRADE SMALL FOR LARGER PRIZE

MILK
1 ball
4 tickets
KNOCK ALL BOTTLES OVER WINS CHOICE
NO CROSS THROWS
WITH REGULATION SOFT BALLS • ALL BOTTLES 3 LBS
BOTTLE UP

$5.00 PER GAME
STAND UP BOTTLE
ON SQUARE
WINS

ONE WIN PER FAIR · MUST LEAVE RING ON BOTTLE TO WIN
BOTTLE OFF BOARD ENDS GAME · NO WINDING STRING
3.2

MINIMUM QUALIFICATION REQUIREMENTS
### 3.2 MINIMUM QUALIFICATION REQUIREMENTS

#### A. Insurance Certificate

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

**Client #: 2396**

**ALLSTATE**

**DATE (MM/DD/YYYY):**

11/14/2019

**PRODUCER**

Haas & Wilkerson Insurance
4300 Shawnee Mission Parkway
Fairway, KS 66205
913 432-4400

**INSURED**

All State 38 Inc. and
Wild West Entertainment, LLC
512 W MLK Jr Blvd, Unit 313
Austin, TX 78701

**COVERAGES**

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**DESCRIPTION OF OPERATIONS LOCATIONS / EXEMPTIONS**

- The State of California and the 22nd District Agricultural Association, the San Diego County Fair, their agents, directors, officers, servants, & employees are made additional insured, but only as the operations under this contract are concerned.

**Workers' Compensation coverage applies to the statutory requirements of the state of: CA**

**CERTIFICATE HOLDER**

22nd DAA/Del Mar Fairgrounds
ATTN: Contracts Department
2260 Jimmy Durante Blvd.
Del Mar, CA 92014-2218

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE:**

**ACORD 25 (10/02)**

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**SALAK**

Page 256
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The State of California and the 22nd District Agricultural Association, the San Diego County Fair, their agents, directors, officers, servants, & employees are made additional insured, but only insofar as the operations under this contract are concerned

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance
This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
The State of California and the 22nd District Agricultural Association, the San Diego County Fair, their agents, directors, officers, servants, & employees are made additional insured, but only insofar as the operations under this contract are concerned

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:
We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
CANCELLATION ENDORSEMENT

Named Insured
All State 38 Inc. and Wild West Entertainment, LLC

Policy Symbol
Policy Number
G24633962

Policy Period
04/06/2020 to 04/06/2021

Effective Date of Endorsement

Endorsement Number

Issued By (Name of Insurance Company)
ACE American Insurance Company (CHUBB)

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:
2. We may cancel this Coverage Form by mailing or delivering to the first Named Insured and the person or organization shown in the Schedule written notice of cancellation at least:
   a. 30 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.

SCHEDULE

Name of Person or Organization:

22nd DAA
ATTN: Concession Department
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Authorized Agent
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

The State of California and the 22nd District Agricultural Association, the San Diego County Fair, their agents, directors, officers, servants, & employees are made additional insured, but only insofar as the operations under this contract are concerned.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THE INSURANCE POLICY DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Allied Specialty Insurance, Inc.
10451 Gulf Blvd
Treasure Island, FL 33706-4814

CONTACT: Sue Voreker
PHONE: 727-547-3059
FAX: 727-367-5695
EMAIL: svoeker@alliedspecialty.com

INSURED: W.G. Wade Shows Inc
P.O. Box 51730
Livonia, MI 48151

INNSURER A: T.H.E. Insurance Company
INNSURER B:
INNSURER C:
INNSURER D:
INNSURER E:
INNSURER F:

DATE: 11/20/2019

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101). Additional remarks schedule may be attached if more space is required.

EFFECTIVE FROM:
ADDITIONAL INSURED: The State of California, the 22nd District Agricultural Association, The San Diego County Fair, The Race Track Authority, The California Department of Finance, The California Department of General Services, The California Department of Food and Agriculture, the California Fish and Wildlife Authority and their respective agents, Directors, officers, servants, and employees, are made as additional insured, but only insofar as the operations under this contract are concerned.

30 days cancellation clause applies.

WHISPERED CANCELLATION:
this is primary and non contributory with the 22nd DAA, with name and address shown, listed as certificate holder.

CERTIFICATE HOLDER:
22nd DAA/ Del Mar Fairgrounds
2260 Jimmy Durante Blvd
Del Mar, CA 92014-2216

CANCELLATION:
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: Carol A. Servi

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B. See Certificates attached at end of proposal

C. References — See 5.3.1 (A) and 5.3.2 (A)

D. Employee Hiring and Training, Carnival Operations, Emergency Plans and Procedures

EMPLOYEE HIRING
All State 38 employs courteous, well-trained, professional operators for concessions. Working with domestic workers and non-profit volunteers, we have built a very capable team of safety conscious, customer serviceminded employees.

To begin work with All State 38 we first make sure that a potential employee is properly qualified. All applicants must:

- Provide a government issued picture ID and Social Security Card.
- Fill out all required government forms.
- Produce next of kin information and disclose any arrest other than a routine traffic violation.
- Submit to a full background check including criminal history.
- Undergo a drug screening.

After the above have been successfully completed, the next step in the process is employee orientation. During orientation, new hires become familiar with the midway, our operating philosophy and company policies. Employees are given a handbook and asked to sign a document that they understand our policies. A copy of our employee manual is attached. (Addendum)

Each new hire is then placed with a supervisor to learn all the aspects of their job including hours of operation, set/up prep work, ticket or cash handling, scanning and other procedures as well as receive training with guest relations and customer service.

Our supervisors have many years of training and experience.

By providing our employees the training they need to properly do their work, empowering them to provide excellent customer service and creating a sense of ownership, All State 38 has been able to hire and maintain the best qualified and motivated workers in the industry. Our senior management and staff, with years of major event expertise, supervise our frontline employees, maintaining a consistent level of quality and customer service on the midway. Our procedures and policies help us provide our customers with a world class event experience in a safe, customer friendly environment.

Carnival Game Operation Policy — see the following pages.
Game Operation and Policy

Game Appearance

- All Games have unique canvas for each fair and/or carnival and will be in unison at each event.
- All canvas is new and any signs of fading from weather or if canvas has been torn, personnel must report canvas damage to All State 38, INC game managers, Robert West and Robert Ellis immediately.
- All Games have LED lighting. All lighting must be on during operation.
- All Mechanical games must have a 2 1/4 pound ABC fire extinguisher in the game at all times.
- Each game must have a trash can and no trash is allowed in the game or on the midway for any reason.
- All games must have proper signage displayed at all times. For a description of proper signage see below.

Signage

- The price to play the game, basic, rules, and any prize "trade-up" instructions for each game shall be prominently and legibly displayed for view by potential players at the entrance or on the face of each game.
- Signs stating the price for playing the game shall be prominently displayed and no other price may be charged or accepted by any staff member.
- Each game is required to use All State 38, INC approved signage that is designed by Public Relations Manager, Debraun West. No other staff member may make any sign at any game. If a specific sign is needed at any game at anytime a staff member may put in a request with Game Management, Robert West and Robert Ellis.
- All signs are made of permanent material and no hand made signs are allowed in any of All State 38, INC’s games.

Merchandise

- Each of All State 38, INC’s games use the best effort to distribute to all players of each game, at least merchandise having a whole value, in the aggregate of between 25% and 30% of the game gross for each game on All State 38, INC game midway. Each game will be checked daily by Trudy West, Merchandise Manager.
- Daily stock reports are completed by Trudy West the Merchandise Manager and will be submitted to Adam West, General Manager for daily review.
- All merchandise must be displayed in the game and visible to all potential players.
- All prizes displayed must be winnable and display a sign that explains how to win any and all prizes. Please see Signage for any clarification.

Rules for Game day-to-day Operations

- All games must collect payment before each play. Charging a player after playing the game is not allowed by an All State 38, INC.
- All State 38 INC staff must inform each player of the price to play prior to accepting payment. Payment must be received prior to play.
- Price of each game is determined by Adam West, General Manager of All State 38, INC and no staff member may over ride the price of any game a anytime.
- No obstacles shall be placed to hinder the play of the player e.g. no merchandise can be in the way of the play, all large items must be hung inside the game.
- All State 38, INC does not allow games to be operated as such that the staff member determines the outcome of the game.
- All State 38, INC does not provide games that may be considered flat stores, alibis, games of chance, or mixed games of chance and skill.
- All State 38, INC does not permit staff to give any free or bonus games to players or potential players.
- All prizes must be approved by Adam West, General Manager. No staff may use personal items to entice potential players.
- No staff is permitted by All State 38, INC to alter any game in any way e.g. no baskets or tubs can be unsecured at any time.
- Any game using a microphone or stereo equipment must be approved by Adam West, General Manager and the sound decimal will be checked throughout the durations of every event.

Staff Rules

- Each Staff member must have training from Robert West, Training Implementation Specialist.
- Each Staff member must meet with Debraun West, Human Resource Manager prior to attending training.
- Each staff member must pass a background check prior to attending training.
- Each staff member must pass a drug test prior to attending training.
- Staff must be in proper uniform for each event. If staff has any questions about the uniform for any particular event they may ask the Training Implementation Specialist, Robert West.
- There is no smoking in or around any of All State 38, INC games at anytime and all staff members must follow the smoking policy set forth by the event, city, county, and state that the event is taking place.
- There is no alcohol allowed by any staff member before or during operating hours and is never permitted on the grounds of any event.
- There is no eating allowed in the game. A daily break schedule will be set by Game Managers, Robert West and Robert Ellis, please plan your meals accordingly.

Soft Sell Approach

- All of All State 38, INC staff must maintain a soft sell approach.
- Definition of a soft sell approach: a sales approach that features subtle language and non-aggressive sales techniques. These techniques are taught during All State 38, INC's training and if any staff member that has any questions and/or is in need of any techniques of a soft sell approach please ask one of the game managers, Robert West and/or Robert Ellis.
- For All State 38, INC a soft sell approach does not mean that staff is no longer approachable. The goal is to not to harass the potential player, but to look welcoming and show interest in the potential players experience at the event. You may not ask them to play but a potential player must feel comfortable to approach you to play, and all staff is the leave a lasting impression that leaves the player with event memories.
- All potential players must initiate conversation with all staff members, however, all staff members are required to smile and look interested in the potential player.
- No staff member is allowed to touch any player and/or potential player.
- No physical items may be used to entice the potential player e.g. no objects can be thrown out of the game onto the midway for a potential player to pick up and be lured into the game.
Safety

- Safety is a priority for All State 38, INC and all staff members must be trained prior to working with our company.
- All staff members must be briefed at each event of any new rules for the event and some events may require additional training.
EMERGENCY ACTION PLAN —
See Addendum B

E. Drug Testing Policy
See Table of contents for Addendum B for full policy.

DRUG FREE WORKPLACE POLICY
As a company, our employees, management and staff are our greatest asset. Without enthusiastic, dedicated people, we would not be able to maintain the quality of presentation, excellent safety record and commitment to customer service that we expect of our staff and personnel.

For this reason, it is imperative that we have a sound Drug Free Workplace policy in place for our customers and employees. We accomplish this through:

- Pre-Employment Drug Screening
- Random Drug Screening
- For Cause Screening

F. Background Check Policy

PRE-EMPLOYMENT BACKGROUND CHECKS
All State 38 has always required potential employees to provide a government issued picture ID and Social Security Card as well as complete all required government forms as part of the hiring process. They are asked for references, next of kin information and disclosure of any arrest other than a routine traffic violation.

Our company consistently strives to improve the hiring of qualified, responsible personnel. A full background check including criminal history is obtained and provides us with another tool to evaluate the potential employee. Thoroughly screening employees is another way we ensure the quality of our personnel on the midway.
All employees at the San Diego County Fair will have to undergo a background check before employment.
Please find a copy of our employee handbook attached for a more complete list of policies and procedures.

G. Sub-Contractor Document

All State 38, Inc. will only have one contractor for the San Diego County Fair, Wade Shows. Wade Shows will supply all elements of the electronic ticketing system including:

- 40 self serve kiosks
- 400 readers
- 40 POS systems
- All other components needed to successfully operate the system
In addition, Wade Shows will provide:

- 16 double window ticket booths
- 2 Guest relations trailers
3.3

DESIRED QUALIFICATIONS
3.3 DESIRED QUALIFICATIONS

A. Circle of Excellence:

We note that the 22nd DAA prefers the OABA’s Circle of Excellence designation for RFP responders. The program was initially designed for carnival companies and later expanded to concessionaires. While we applaud the OABA’s efforts to give recognition to carnivals and some concessionaires that undergo the process, at the time the program was introduced, we were in a position where our operation and reputation spoke for itself. We were already playing many of the largest fairs in US and they knew our operating ability intimately which we believe is the best measure of performance.

In fact, very few game operators are members of the Circle of Excellence because the program is not as comprehensive as it is for ride operators. We looked at the listing of Circle of Excellence recipients and found that NONE OF THE GAME CONTRACTORS AT THE 2019 SAN DIEGO COUNTY FAIR WERE MEMBERS OF THE COE. If your carnival is certified under the COE, that does not mean your game concession operation is also certified, they must be assessed separately.

Second, the COE does not certify Electronic Ticketing systems which are a major part of the RFP. We take exception with this criterion because we believe it is unnecessarily exclusionary and does not add any value to the decision making process.

B. See sections 5.3.1 (A) and 5.3.2 (A)

C. Again, we take exception with this criterion as being so narrow as to describe only one participant and does not add any value to the response. If we can demonstrate the ability to operate a digital ticketing system at major events and the ability to operate games at an event, we have certainly given ample proof of ability.

Certainly the 22nd DAA must know that it is highly unusual for a ticketing company to operate games as well for a variety of reasons. To tie the two together as a preferred qualification narrows the pool of participants to a single operator and we take exception with this “desired qualification” as well.
PROPOSER/CONTRACTOR STATUS FORM
Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Adam West
Position/Title: President
Telephone Number: 763-232-2305
Email Address: All State 38, INC
Signature: [Signature]

1/8/19

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of All State 38, INC, a corporation duly conformed pursuant to the laws of the state of Texas, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of All State 38, INC and takes effect on January 8, 2019.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

[Signature]
1/8/2019

Secretary
PROPOSER/CONTRACTOR STATUS FORM

RFP #19-04

Contractor's Name: All State 38, Inc.
(full business name)
Federal Employer ID #:

Address: 512 W. MLK JR. BLDG Suite 313
County: Travis

City: Austin, TX 78701
Zip Code: 78701
(principal place of business)

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 and complete name of the sole proprietor: (i.e., "John Roe Smith", not "J. Roe Smith" or "John R. Smith")

Partnership (Please check one)  General Partnership  Limited Partnership

If a partnership, list each and every individual partner, (1) identifying each individual partner's full name; (2) stating whether each individual partner is a limited partner or a general partner; and (3) identifying the specific interest of each individual partner in the partnership:

Corporation

Place and date of incorporation: Texas May 2005

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

Current Officers:

President: Adam West  Vice President: Debrain West
Secretary: Debrain West  Treasurer: Adam West

RETURN THIS FORM WITH YOUR PROPOSAL
Status Form Page 1 of 2
PROPOSER/CONTRACTOR STATUS FORM (Continued)
RFP #19-04

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 business name statement 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 bid package.

Your small business ID number: ______________________________

Pending Litigation or Hearings

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

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.

Adam West - President
(Print Name & Title)

Signature

11/10/19
(Date)

If this status form is not completely filled out, signed and submitted with Proposer’s response to the RFP, the proposal will be rejected as non-responsive.

RETURN THIS FORM WITH YOUR PROPOSAL
Status Form Page 2 of 2
Pending Litigation

George Velez v. Joyce Hazel Jansen-Pape, Adam Robert West and All State 38, Inc.; Cause No. 89654-CV; in the 412th Judicial District Court of Brazoria County, Texas.

Status of lawsuit: This is a personal injury lawsuit arising out of a motor vehicle accident involving vehicles being operated by Plaintiff George Velez and Defendant Joyce Hazel Jansen-Pape. The attorney for the Plaintiff has initiated very little activity. The lawsuit does not have a trial setting nor has any Scheduling Order or Docket Control Order yet been entered by the Court or requested by Plaintiff's counsel.
CERTIFICATE RE; CALIFORNIA GOVERNMENT CODE 1090 DISCLOSURE OF INTERESTS FORM
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 18-04, Digital Ticketing System and Carnival Game Operations ("RFP")

_________________________ as a representative of
Print Name ____________
Name of Proposer ("Proposer")

and with the authority, acknowledge that, the above Proposer has read, understands, and agrees to comply with (1) the requirements of California Government Code, Section 1090 et seq.; and (2) any and all other conflict of interest and ethics laws applicable to Proposer in 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") and 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 1080, et seq. and/or any other applicable conflict of interest laws.
- Any Agreement awarded pursuant to the RFP made in violation of California law, including Government Code Section 1090, et seq., may be considered void and the Proposer shall not be entitled to any reimbursement or compensation for the Proposer's performance of the resulting Agreement, including reimbursement of costs or 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 rights and remedies at law and in equity concerning any such violation.

The Proposer agrees to provide a written list to the Contact Person listed on the cover of the RFP identifying all known, suspected, or potential financial or familial interest with any 22nd DAA director, official, officer or employee and/or their respective immediate family members, 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
Certificate re CGC 1090 and Disclosure Form
Page 1 of 2
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

"Continued"

☑ I certify that I have no known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA.

☐ 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*)

☐ 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.

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
Certificate re CGC 1090 and Disclosure Form
Page 2 of 2
State of California  
Secretary of State

CERTIFICATE OF QUALIFICATION

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that on the 18TH day of NOVEMBER 2019, ALL STATE 38, INC., a corporation organized and existing under the laws of TEXAS, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 19, 2019.

ALEX PADILLA  
Secretary of State

(Seal)

NP-25 (REV 02/2019)
**Secretary of State**  
**Statement and Designation by Foreign Corporation**

**IMPORTANT — Read Instructions before completing this form.**

- Must be submitted with a current Certificate of Good Standing issued by the government agency where the corporation was formed. See Instructions.
- Filing Fee: $100.00 (for a foreign stock corporation) or $30.00 (for a foreign nonprofit corporation)
- Copy Fees: First page $1.00; each attachment page $0.50; Certification Fee - $5.00

**Note:** Corporations may have to pay minimum $800 tax to the California Franchise Tax Board each year. For more information, go to [www.ftb.ca.gov](http://www.ftb.ca.gov).

1. **Corporate Name** (Go to [www.sos.ca.gov/business/be/name-availability](http://www.sos.ca.gov/business/be/name-availability) for general corporate name requirements and restrictions.)

   **ALL STATE 38, INC.**

2. **Jurisdiction** (State, foreign country or place where this corporation is formed - must match the Certificate of Good Standing provided.)

   **TEXAS**

3. **Business Addresses** (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

<table>
<thead>
<tr>
<th>Address</th>
<th>City (no abbreviations)</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>512 W MARTIN LUTHER KING JR BLVD STE 313</td>
<td>Austin</td>
<td>TX</td>
<td>78701</td>
</tr>
</tbody>
</table>

4. **Service of Process** (Must provide either Individual OR Corporation.)

   **INDIVIDUAL — Complete Items 4a and 4b only. Must include agent's full name and California street address.**

<table>
<thead>
<tr>
<th>Address</th>
<th>City (no abbreviations)</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chula Vista</td>
<td>CA</td>
<td>91911</td>
<td></td>
</tr>
</tbody>
</table>

   **CORPORATION — Complete Item 4c. Only include the name of the registered agent Corporation.**

<table>
<thead>
<tr>
<th>Name</th>
<th>City (no abbreviations)</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Creations Network Inc. [C2250455]</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. **Signature**

   **Jenisa Irizarry**

   **Type or Print Name**

   **Signature**

   **S&DCA-S/N (REV 06/09/19)**

   **FILED**

   **Secretary of State**  
   **State of California**

   **NOV 18 2019**

   **IPC**

   **This Space For Office Use Only**
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles of Incorporation for All State 38, Inc. (file number 800476472), a Domestic For-Profit Corporation, was filed in this office on April 04, 2005.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 18, 2019.

Ruth R. Hughes
Secretary of State

Come visit us on the internet at https://www.sos.texas.gov/
Phone: (512) 463-5555
Fax: (512) 463-5709
Prepared by: SOS-WEB
TID: 10264
Dial: 7-1-1 for Relay Services
Document: 927665740002
ADDENDUM A

EMPLOYEE HANDBOOK
EMPLOYEE POLICY AND SAFETY PROCEDURES HANDBOOK

All State 38, INC.
Employee Handbook Safety Policy and Procedures Guidelines

Employment Requirements
Supervisor Responsibilities
Employee Responsibilities
Employee Safety
All State 38 would like to take this opportunity to welcome you to a challenging and exciting business—the carnival business, the business of providing fun and memories to families everywhere. We hope that you will enjoy your employment with us, gain useful skills, and help us provide a safe fun and memorable experience to all of our guest.

**Safety is our Number One priority.**

As an employee of All State 38 you must understand that the safety of our guest and other All State 38 employees will be your number one responsibility. During the months ahead, you will be playing host to a wide range of individuals who are our guest. It is your duty to make sure that the guest abides by all safety rules set forth by All State 38 and have a pleasant time while attending our show. We put the most important part of our business—OUR GUEST in your hands.

**REMEMBER, SAFETY FIRST, LAST AND ALWAYS!**

**Our Guest Are Your Livelihood**
Almost all visitors to the locations we play come for one reason—to have an enjoyable time with their families. That means that sooner or later they will meet you. Your wages are paid by our guest. We work while others play. All State 38 guests visit our show to have fun and be entertained.

How you act toward the guest at your concession will have a lasting impression. You should always project a positive attitude and treat them with courtesy. Treating the guest with a friendly, professional attitude will insure that our company will be a success.

**Your Employee Handbook**
To make your beginning employment with All State 38 easier, we have provided this handbook to help you. It will provide you with valuable information that you will need during your employment with us.

Please take the time to read your handbook. You should also take the time to review the handbook from time to time throughout your employment. If at any time you have any questions concerning your job or your handbook, please discuss them with your supervisor.

All State 38 strives to present a reliable, professional work force to our guest. You are an important part of our business and carry a large responsibility.
Employment Requirements

All State 38 employees must be at least 18 years of age prior to employment. Federal law requires you provide a valid photo ID for verification. All All State 38 employees must have a social security number. You must have proof of this at time of employment.

Inappropriate Behavior and/or Criminal Activity
There is to be no inappropriate touching, use of foul language or gestures towards any Patron or Fellow Employee during the performance of your job. Such action by any employee will be in violation of The Policy and Procedures of All State 38 and will be deemed working outside of the scope of their employment with grounds for immediate dismissal. Secondly, any employee who is caught and charged with a criminal offense in violation of any state law in these United States will be grounds for immediate dismissal.

Employee Responsibilities

As an employee of All State 38, you have become a member of a team whose goal is to maintain a professional appearance and provide the highest level of guest safety possible while providing our guest with fun and entertainment.

Every employee shares in this responsibility. An All State 38 employee represents our company to the visiting public.

Your Job’s Responsibilities may include but are not limited to:
The safe operation of all games and equipment.
The safe erection and dismantling of company equipment.
Assist in training new personnel in their job duties.
Once qualified, performing safety checks and inspections of all show equipment.
Cleaning and maintaining a neat appearance of the midway and equipment.
All State 38 employees should become proficient in more than one area as you may not always be working the same assignment, game or schedule.
All State 38 employees are required to follow all laws, policies and conditions set forth by fair management, sponsoring agencies, and local law enforcement officials.
All State 38 employees are required to familiarize themselves with all company policies including safety procedures, uniform and grooming code, draws, and the contents of this handbook.
Your Attitude Matters

Your attitude toward our guest is important. There are many jobs where a good attitude does not matter; however, as an employee of All State 38 your attitude will have an impact on the entire company.

A training period of thirty (30) days is in effect for all All State 38 employees upon full time hire. During this initial thirty-day period your performance and job suitability are evaluated by both you and your supervisor. During this period, termination can occur following one verbal warning. Please see the All State 38 Discipline Policy and Procedures for more information.

Appearance and Uniform Policy

All State 38 requires that you represent our company in the best possible manner at all times. The following have been established and must be complied with:

All All State 38 employees are required to practice good personal hygiene including regular bathing, use of deodorant/antiperspirant, clean and combed hair and clean hands and fingernails when operational.

Male personnel’s hair must be neatly trimmed and kept clean at all times. Hair may not extend below the top of the collar line of your uniform shirt. Beards and mustaches are allowed if they are kept neatly trimmed. Otherwise, male personnel must be clean shaven each day.

Female personnel must maintain simply arranged and well-groomed hair styles. Extreme hair styles are not permitted and hair color should be natural-looking.

Jewelry is permissible when worn in good taste; however, it must be limited in size and amount. Show office has the final authority on this issue. Male personnel must remove earrings during work hours. All body piercing that can be seen must be removed or covered during work hours.

Your Uniform must be kept clean. Stains and holes in your uniform are not acceptable. Uniforms are available from the Uniform Office. Uniform shirts are to be turned in at the close of each day to be washed. There is no charge for this service unless the uniform shirt is stained beyond cleaning, torn or not turned in. Then the price of the shirt may be deducted from your salary. All State 38 knit hats are only to be worn when temperature is below 65 F.
Terminating Your Employment
This handbook has been provided to you to assist in your adjusting to show life. Throughout the book we stated a number of guidelines which must be followed during your employment. Failure to follow these rules may result in your dismissal.

The following can warrant immediate termination:
Misuse or misappropriation of All State 38 property including stealing money, sell company property for cash.
Blatant or continuous disregard of any policies or procedures outlined in the handbook.
Possession, use, or sale of narcotics or illegal drugs, whether on or off duty.
Consuming alcoholic beverages during work hours or reporting to work under the influence of the same.
Possession of dangerous or lethal weapons.
Immoral, indecent or discourteous conduct or language; using profane language in the presence of guest.
Intentional or negligent action which damages the property of the show or endangers the safety of any guest or employee.
Insubordination.
Fighting or causing any unusual disturbances within the show grounds.
Falsification of information provided on an application of employment.
Falsification alteration of any company records.
Any violation of safety regulations or procedures.
Disclosure of sensitive information to unauthorized persons or outside organizations.
Use of a cell phone or any electronic device with a head/ear piece can be cause for suspension or dismissal. Concession operators or attendants must not have a phone on their person; all cell phones must be checked into Safety office prior to going on operational duty.

In the event you are terminated from All State 38, you will be paid from the Office within one hour. You will be required to turn in all company property that has been issued to you before you are paid. This will include all uniform items, issued PPE (Personal Protection Equipment) and your employee identification card.

In the event you quit your job, your pay period remains the same. You will receive your pay at the same time as the rest of the employed crew. You must turn in all company property that was issued to you including uniforms, PPE and identification card in order to be paid.

Breaks
You will receive break/breaks at some point during the day. You will be informed of the amount of time for your break when you are relieved. Do not leave your concession until you are relieved unless you have an emergency. In case of an emergency you must secure
the concession and alert All State 38 employees in your area of the emergency. No concession should ever be left unattended.

SAFETY FIRST, LAST, AND ALWAYS
Safety is everyone's responsibility. It begins with a positive approach and conscious effort toward your job. Accidents seldom just happen—they are caused. Usually they occur because someone forgot, did not know, was not told or did not use good judgment. You should keep your mind on your work, think about what you are doing, and focus yourself to perform your job.

Accident Prevention
Preventing accidents is an important part of your job. By being aware of how accidents are caused you can prevent many accidents from ever happening. Accidents are caused by unsafe attitudes which can include boredom, overconfidence, impatience, or recklessness. You should devote your full attention to your job. Do not allow yourself to become distracted or absentminded. Other factors that cause accidents are unsafe behavior, passing the buck, taking shortcuts or ignoring warning signs. You should never take unnecessary risks or shortcuts that may endanger you or a guest. When you find an unsafe condition or problem, you should report it to your supervisor or correct it at once. Always use the correct tool and PPE for the job. You may injure yourself or some else if you so not use tools properly.

Unsafe conditions are accidents waiting to happen. These hazards can include grease or oil spills, tripping hazards or broken equipment. The most frequent accident on a show midway is a slip and fall. You should constantly check your game area for conditions that could cause a slip and fall.

Fire Prevention
Fires can start small and grow with lighting speed. Fire knows no bounds. Unchecked, it can consume everything in its path. To keep this from occurring, good fire prevention practices must be followed. Trash and litter should be removed frequently and should not be allowed to accumulate. Game areas should be kept neat and clean. Keep the equipment clean and free of excess grease. Hazardous or flammable materials should be labeled and stored in their proper containers in designated areas. Concession and attraction exits should be kept clear and unobstructed. Wiring should be up-to-code and of correct size with good grounds and proper connections. Smoke only in designated areas and always observe posted "NO SMOKING" signs. In the event a fire does occur, you should be aware of the location of the closest fire extinguisher and know how to operate it. Remember, if a fire occurs, do not panic. Evacuate all guest and All State 38 employees to a safe location and report the fire to your supervisor.

Extreme Weather Conditions

Certain weather conditions, such as high winds or rain, can interfere with normal operation. Some of our equipment will remain open during inclement weather; others must be closed for
safety reasons. Your foreman or supervisor is aware of the storm procedures for your particular concession. If your foreman is not immediately available and you are unsure about continuing the operation of your game, contact the office.

Generally, in severe storms and heavy rains, all equipment will close temporarily and reopen as soon as possible.

Incident Procedures

Employee Accident — All employee accidents must be reported to your supervisor and the Show Office. This includes injuries which you may feel are of a minor nature. Any injuries not reported may not be ineligible for Worker’s Compensation coverage.

Minor Guest Incident — Assist the guest in obtaining first aid in any incident. Ask the guest if he or she is able to walk to the Office. If they are able, notify your supervisor immediately and have them escorted to the show office. Fill out an incident report as soon as possible after the incident.

Serious Guest Incident — Notify your supervisor immediately. Have someone remain with the injured guest and make them as comfortable as possible. Do not attempt to move the guest unless their life is in danger due to their location. Keep other well-meaning guests away to prevent them from taking drastic or possible harmful actions. Move any crowds or bystanders back from the incident scene to make room for emergency personnel and vehicles. Complete an incident report as soon as possible after the incident.

Do not discuss the incident with anyone unless released to do so by management. Refer all questions to the show management.

Conclusion — It is hoped that this information makes you familiar with what is expected of you as a All State 38 employee. It is your responsibility to read and understand its contents. In the event you have any questions now or in the future, Please Ask.

REMEMBER SAFETY FIRST! LAST! AND AWAYS!
EMPLOYEE SAFETY PROCEDURES AND GUIDELINES
GUEST AND EMPLOYEE SAFETY IS
OUR TOP PRIORITY
IT IS YOUR DUTY TO ENSURE
A SAFE AND SECURE WORKPLACE AND
CARNIVAL MIDWAY
STUDY THE FOLLOWING GUIDELINES
AND PROCEDURES CAREFULLY

EMPLOYEE SAFETY

The Amusement Industry employs in the range of 750,000 people annually. Safety guidelines and procedures have been developed and must be followed to ensure that consumer and fellow All State 38 employees are protected. The following guidelines will provide an overview of some of the responsibilities and practices that should be the beginning of this safe environment.

SUPERVISOR'S RESPONSIBILITIES

The Supervisor is the first line of defense in the safety program. His or her practices and examples are viewed as what is acceptable for the other All State 38 employees. As a supervisor, some safety concerns should include the following:

- Be alert to the safety of his/her All State 38 employees.
- Pass on good safety practices and enforce safety rules and regulations.
- See that the injured employee reports his or her injuries, receives first aid treatment, and/or reports any treatment received from medical personnel for a work related injury.
- Be familiar with and enforce OSHA standards, rules, regulations and orders.
- Be active in the safety training of their All State 38 employees as needed. Ensure that that the employee has been trained, completed the training form and is comfortable with their duties.
- Be aware of the attitude of All State 38 employees; be familiar with the Drug and Alcohol Policy and signs to look for abuse. Document any discipline procedures.
- Assist in the investigation of work related injuries.

EMPLOYEE RESPONSIBILITIES

It is the responsibility of each employee to follow and comply with the rules and regulations set by the facility, jurisdictional, and/or health and safety entities. An employee should:

- Be responsible for their own safety and the safety of those around them.
- Have an obligation to the company, their fellow workers and themselves to work within the safety guidelines established.

Be Alert at all times to the following 14 basic types of unsafe conditions:
Substandard physical and/or mental condition as a result of mind or mood altering substances.
Lack of or inadequate warning system.
Fire and explosion hazards.
Unexpected movement hazards.
Poor housekeeping hazards.
Protruding object hazards.
Close clearance and congestion hazards.
Hazardous atmosphere conditions.
Hazardous arrangement/placement of storage.
Hazardous defects of tools and equipment.
Inadequate illumination, intense noise.
Hazardous personal attire.
Lack of or inadequate safety devices.
Distractions – use of cell phones, gaming devices while on duty

Many serious accidents are caused by unsafe acts and could have been prevented. Be Alert to the following 14 types of unsafe acts:

Reporting for work while under the influence of drugs and or alcohol.
Failure to secure equipment against unexpected conditions.
Using defective equipment.
Using equipment unsafely.
Taking an unsafe position or posture.
Horseplay.
Failure to wear appropriate protective equipment.
Operating equipment without authority.
Distracted – talking to others, phones, music devices while on duty

PHYSICAL SAFETY

Every effort should also be made to insure that the work environment is free from unsafe conditions. The following are some of the general areas that should be addressed:

Electrical Safety
All electrical equipment used should be properly grounded.
Electrical equipment should not be used where there is a hazard of flammable vapors, gases, or dust.
Electrical components, junction boxes and switches should be sealed, guarded, and closed.
Equipment that produces arcs or sparks during normal operation should be isolated from flammable areas.
Means of disconnecting motors, circuits, and equipment should be legibly and permanently marked and located so that its purpose is evident.
 Illumination should be provided for working areas where switch boards, motor control centers, panel boards, and service equipment is located.
 Grounded conductors should not be attached to any other terminal or lead so as to reverse polarity.
 Circuit breakers should indicate whether they are open or closed.
 Only approved SLO flexible cords should be used.
 Safety signs and tags should be used where electrical hazards are present.

Fall Protection

Fall Protection must be utilized whenever All State 38 employees are working 6 or more feet above ground utilizing methods such as guardrails, warning lines, controlled access zones, and safety monitoring systems. Safety belts, properly secured with a lanyard, should be worn when scaffolding or safe work platforms are not available.

Protective Clothing
All State 38 employees should wear clothing suitable to the work they are doing. No loose fitting or torn clothes that might get caught in moving technology or tools.
 Eye and face protection should be worn when exposed to flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical vapors, or potentially injurious light radiation.
 Protective footwear should be worn where there is a danger of injury from falling or rolling objects or objects piercing the sole and where All State 38 employees are exposed to electrical hazards.
 Gloves or protective hand protection should be worn when exposed to hazards from skin absorption of harmful substances, severe cuts or lacerations, severe abrasions, punctures, chemical burns, thermal burns, and harmful temperature extremes.

Ladder Safety

Do not use ladders that have broken, loose or cracked rungs, side rails, or braces.
 Identify these ladders and remove them from service.
 Boxes, crates, chairs, etc should not be used in place of ladders.
 Only one employee should work from a ladder (except hook ladders) at one time. If the work requires two All State 38 employees, a second ladder should be used.
 Metal ladders or ladders with metal side tails should not be used near energized equipment or lines. (Conductive ladder may be necessary in certain work areas.)
 Only approved ladders should be used by All State 38 employees.
 If a ladder is to be placed where the opening of a door may displace it, the door should be locked or otherwise guarded.
 Straight or extension ladders should not be used unless they are equipped with non-skid safety feet or another means to prevent slippage.
Do not stand on the top two rungs of a ladder. When using a step ladder never use the top step as a platform.
Ladders should not be spliced.
Never place a ladder against an unstable support.
Do not use ladders as a scaffold platform.
Maintain ladders in a safe condition; inspect them regularly for possible damage from use or exposure.
Wooden ladders should be placed on a solid base.
Rungs should be no more than 12 inches apart.
Do not use step ladders as straight ladders unless they are equipped with safety feet.

**Fire Protection**

Trash and scraps should be kept in appropriate containers. Oil and paint-soaked rags should be placed in covered metal containers.
Observe “No Smoking” signs.
Equipment should be shut off before refueling and hot engines should not be refueled.
All State 38 employees should remain alert to frayed electrical cords or overloaded circuits.
Flammable liquids should be handled only in approved containers.
Fire extinguishers are to be kept fully charged. If an extinguisher is used, it should be reported immediately to a supervisor for attention and replacement.
Fires should be reported immediately by calling the fire department and then your supervisor.
Know the location of fire extinguishers nearest to your work area and be familiar with its proper use.
Fire extinguishers should be inspected on an annual basis.
Outside LP gas storage areas should have at least one approved portable fire extinguisher in the area.
All State 38 employees should be trained on the basic handling, storage, and the use of flammable liquids.

**Housekeeping**

Good housekeeping should be maintained in work areas at all times.
Work areas should be clear of the accumulation of materials that constitute hazards from tripping, fire, explosion, or pest harborage.
Scrap and trash should be disposed in proper containers.
All State 38 employees should control the accumulation of flammable and combustible materials and residues.
Places of employment should be clean, orderly, and sanitary.
DISCIPLINE POLICY AND PROCEDURES

Guidelines for the All State 38, INC. Discipline Policy

Purpose: To establish rules pertaining to employee conduct, performance, and responsibilities so that all personnel can conduct themselves according to certain rules of good behavior and good conduct.

The purpose of these rules is not to restrict the rights of anyone, but rather to help people work together harmoniously according to the standards we have established for efficient and courteous service for our customers.

Reasonable rules concerning personal conduct of employees are necessary if the show is to function safely and effectively. Your supervisor will keep you informed of the company policies and any changes to those policies.

All State 38 believes that you want to, and will, do a good job if you know what is required to perform your job properly. Your supervisor is responsible for ensuring that you know what is expected of you in your job. Further, it is company policy that employees are given ample opportunity to improve in their job performance.

Policy: Degrees of discipline are generally progressive and are used to ensure that the employee has the opportunity to correct his or her performance. There is no set standard of how many oral warnings must be given prior to a written warning or how many written warnings must precede termination.

Factors to be considered are:

- how many different offenses are involved
- the seriousness of the offense
- the time interval and employee response to prior disciplinary action(s)
- previous work history of the employee

Exceptions: For serious offenses, such as use of a cell phone or electronic device while on duty, fighting, theft, insubordination, threats of violence, the sale or possession of drugs or
abuse of alcohol on company property, etc., termination may be the first and only disciplinary step taken. Any step or steps of the disciplinary process may be skipped at the discretion of All State 38 after investigation and analysis of the total situation, past practice, and circumstances.

In general, several oral warnings should, at the next infraction, be followed by a written warning, followed at the next infraction by discharge. This is especially true in those cases where the time interval between offenses is short and the employee demonstrates a poor desire to improve his/her performance.

**Penalties for Specific Offenses**

Penalties for group 1:

First offense: Oral or written reprimand

Second offense: Suspension or termination

Penalties for group 2:

First offense: Suspension or termination

The following list serves as a guide and is not intended to include all acts that could lead to employee disciplinary action.

**Group 1:** Offenses include:

- being tardy habitually without reasonable cause or being absent without notification or excuse
- leaving your job or your regular work station during working hours for any reason without authorization from your supervisor, except for lunch, rest periods and going to the restrooms
- disorderly conduct on company property
- immoral conduct or indecency on company property
- leaving work before end of shift or not being ready to go to work at the start of shift
- interfering with the work of other employees
- inefficiency or lack of application of effort on the job;
- violations of company policies outlined in sections of the policy handbook
- contributing to unsanitary conditions or poor housekeeping
- imperiling the safety of yourself and/or other employees and patrons
- malicious gossip and/or the spreading of rumors

**Group 2:** Offenses include:

- **cell phones or electronics that utilize earphones are not allowed in the possession of attendant while on operational duty.**
- inappropriate behavior or language to a patron or another employee
- possession of narcotics, or consuming narcotics on company property
- reporting for work in an intoxicated condition
responsibility for instigating fighting on company property
gambling on company property
dishonesty or removal of another employee's property or company property
without permission
willful destruction of company property; misuse of equipment owned by company
insubordination (Refusal to perform service connected with an employee's immediate supervisor or refusal to obey any reasonable order given by an employee's supervisor or by management)
misrepresentation of physical condition or other important facts in seeking employment
refusal to perform work assigned to an employee
absence for two consecutive working days without notification to the company or without acceptable excuse
petty thievery
possession of firearms, fireworks or explosives on company property without permission from management
not utilizing the proper PPE (Personal Protection Equipment) as required

Probation.—You may be placed on probation in connection with the written warning for a period of time determined by your supervisor. Wage increases will not be given during this period, but all other benefits will continue.

Investigative suspension.—An investigative suspension is a period, not to exceed three (3) working days, during which time an employee is relieved of his or her job because of alleged serious misconduct.

An employee may be placed on investigative suspension when it is necessary to make a full investigation to determine the facts of the case, as in a fighting, insubordination or theft incident.

If after the investigation:

- discharge is warranted, the employee shall not be paid for the period of investigative suspension—the discharge shall be effective on the date of the termination interview.

- misconduct is determined, but not of a sufficiently serious nature to warrant discharge, the employee shall receive a warning notice and forfeit pay lost as a result of the investigative suspension and may be placed on disciplinary suspension

- if no misconduct is determined, the employee shall return to work within the prescribed period and be paid for the time lost as a result of the investigative suspension

Disciplinary Suspension

A disciplinary suspension is a period of not more than three (3) days and may be given in addition to the investigative suspension or as punishment for the violation. The employee is
relieved of his or her job assignment because of serious or repeated instances of misconduct and shall forfeit pay lost as a result of the suspension or in situations where there is no specific instance of conduct that is so outrageous that justifies termination but there is a pattern of conduct where the employee has continually engaged in one minor infraction of the rules after another and has received a documented verbal and/or written warning for rule(s) infraction(s). Disciplinary suspension would generally not be used as a form of discipline for employees with attendance problems.

Crisis suspension
A crisis suspension is given at the discretion of the supervisor when action must be taken immediately.

Discharge
When the employee is discharged as a result of a serious offense, or as the final step in an accumulation of infractions for which a warning notice or notices have been written, the employee will be discharged for cause instead of being given the option to resign, be laid off, or retire.

Progressive Discipline Checklist for Supervisors
Follow these steps in exercising progressive discipline with an employee:

Before the Meeting

D Arrange to meet with the employee privately. Do not discipline an employee in public or in front of other workers.
D Prepare for the meeting by reviewing your notes and files about both the specific incident or problem in question and any past discipline taken, either verbal or written.

During the Meeting

D Explain to the employee why you've called the meeting if the employee doesn't know already.
D State the specific problem in terms of actual performance and desired performance.
D Review your progressive discipline policy/program with the employee, and explain what steps have been taken already and what the next step is.
D Give the employee a chance to respond, explain and defend his or her actions.
D Acknowledge the employee's story and be sure to include it in your notes of the discipline session.
D Tell the employee that you expect his or her behavior to change. Give specific examples and suggestions.
D Indicate your confidence in the employee’s ability and willingness to change the behavior.
D Have the employee repeat back to you or otherwise confirm that he or she understands the problem and is clear on what changes are expected.
D Explain to the employee that you will write a memo summarizing the session as documentation.
D Reassure the employee that you value his or her work and that you want to work with the employee to make sure that he or she can continue to work.

After the Meeting

D Using your notes from the session, write a memo or other documentation that summarizes the conversation.
D If a written warning has been issued, be sure to give the employee the opportunity to sign any documentation for the file.
D Give the employee a copy of the document no later than the end of the day following the conversation.
D If the employee has other supervisors, distribute copies to them, but emphasize that the information is confidential and not to be shared with anyone else.
D Monitor the employee’s behavior and performance to make sure that the problem has been corrected.

Progressive Discipline Documentation Checklist for Supervisors

After a discipline session, you will want to make some documentation based on your notes. Use this checklist to make sure you include everything you need in your documentation.

Verbal Warning

Be sure that all verbal warnings are documented in writing. They are a building block to more formal warnings in the future. All documentation should include:

D the employee’s name
D the date of the verbal warning
D the specific offense or rule violation
D a specific statement of the expected performance
D any explanation given by the employee or other information that is significant

Example of verbal warning documentation

“I talked to [employee] today about her attendance record and gave her a verbal warning. Since January 1, [employee] has been absent from work on 12 occasions for a total of 17 days. [The employee] response was, ‘You can't make people work when they are sick,’ and she argued about the verbal warning. I told her that she could request a medical leave of
absence if she needed it, but that I expected her to be here every day unless a doctor says otherwise.

Form Provided Appendix B

**Written Warning**

A written warning is more serious than a verbal warning and represents a progression in the progressive discipline process.

In documenting a written warning, include:

- the employee's name
- the date of the conversation
- the specific offense or rule violation
- references to previous conversations and verbal warnings about the problem
- a specific statement of the expected performance
- any explanation given by the employee or other information that is significant
- a statement indicating your confidence in the employee's ability to perform properly in the future
- the employee's signature—if the employee refuses, include a note on the signature line indicating your attempt to get the employee to sign and his/her refusal to do so

Forms Provided Appendix A, B & C
All State 38, Inc.
Discipline Documentation Form

Employee Information

Name of Employee: __________________________________________________________

Employee's Job Title: ______________________________________________________

Incident Information

Date/Time of Incident: ______________________________________________________

Location of Incident: ______________________________________________________

Description of Incident: __________________________________________________

Witnesses to Incident: _____________________________________________________

Was this incident in violation of a company policy? ____________________________

Yes   No

If yes, specify which policy and how the incident violated it. _______________________

Action Taken

What action will be taken against the employee? _________________________________

Has the impropriety of the employee's actions been explained to the employee? Yes   No

Did the employee offer any explanation for the conduct? If so, what was it? ________

Signature of person preparing report: ________________________________________

Date: ________________________________________________________________
All State 38, Inc.
Verbal Warning Form

Employee's name:

Date of verbal warning:

Specific offense or rule violation:

Specific statement of the expected performance:

Any explanation given by the employee or other significant information:

Supervisor

Date
Appendix B

All State 38, Inc.

Written Warning Form

Employee's name:
_________________________________________________________________

Date of conversation:
_________________________________________________________________

Specific rule violation or performance problem:

Previous conversations about the rule violation or performance problem:

Specific change in the employee's performance or behavior that is expected:

Employee's comments:

Supervisor's comments:

Employee's signature:

Employee was asked to sign this written warning on _________ but declined to sign.

Supervisor
All State 38 Progressive Discipline Plan

Misconduct
All State 38 has a progressive discipline policy. The goal of All State 38 progressive discipline system is to give the employee an opportunity to correct employment problems that may arise, rather than to punish employees.

The employee will be kept informed of All State 38 rules and the employee is expected to follow them.

Immediate Disciplinary Action
All State 38 believes that engaging in certain types of misconduct should subject an employee to immediate suspension or discharge, rather than allowing opportunity for correction of behavior through progressive discipline steps.

Disciplinary Steps
Should there be a problem regarding the employee's adherence to All State 38 rules, the employee will be given three opportunities to change the unwanted behavior:

The employee will be given a verbal explanation of the errant behavior, including a reiteration of what All State 38 rules regarding that behavior is. In addition, the employee will be advised of the consequences of further infractions of the rule in question. If no further problems occur with regard to the issue raised at the verbal warning stage, no further disciplinary action will be taken.

If the problem persists, the employee will be given a written explanation of the errant behavior, including a reiteration of what All State 38 rules regarding that behavior is. In addition, the employee will be advised that continuation of the problem will lead to suspension without pay for a stated period of time. As before, the employee will be given an opportunity to change the unwanted behavior and, if the behavior does not recur, no further disciplinary action will be taken.

If verbal and written warnings fail to bring about a change in the undesired conduct, the employee will be suspended and will be informed that further occurrences of the conduct will lead to the employee's immediate discharge, without additional warnings.

All State 38 reserves the right to bypass the disciplinary steps and base its disciplinary action on the severity, frequency or combination of infractions when circumstances warrant immediate action.

I have read or had read to me and understand the All State 38 Discipline Policy; My signature below acknowledges the steps to be taken in the event that I have violated company policies.

Signed: ________________________________
Date: ________________________________
Documentation

All State 38 will document a disciplinary process beginning with the first verbal warning. A report of the disciplinary action will be retained in the employee's personnel file; however, if no further disciplinary action is required after one year, the report will remain as part of the employee's personnel file but will no longer be considered a part of the employee's record.

Should a challenge arise regarding the disciplinary action in the report, the report may be used in the ensuing grievance proceeding or arbitration.
ADDENDUM B

DRUG TESTING POLICY
Drug and Alcohol Workplace Policy

All State 38, Inc.
Drug-Free Workplace Policy

Welcome To All State 38, Inc.

All State 38 would like to take this opportunity to welcome you to a challenging and exciting business—the carnival business, the business of providing fun and memories to families everywhere.

All State 38 is committed to protecting the safety, health and well being of all employees and guest in our workplace. We recognize that alcohol and drug abuse pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.

All State 38 has no intention of interfering with the private lives of its employees unless involvement with alcohol and other drugs off the job affects job performance or public safety.

As a condition of employment, All State 38 requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol. All State 38 encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for All State 38, is applying for a position or is conducting business on All State 38 property is covered by our drug-free workplace policy. Our policy includes, but is not limited to managers,
supervisors, full-time employees, part-time employees, off-site employees, contractors, volunteers, interns, and applicants.

Applicability
Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for All State 38. Therefore, this policy applies during all working hours, whenever conducting business or representing All State 38, while on call, paid standby, while on All State 38 Inc. or sponsoring entities property, and at company sponsored events.

Prohibited Behavior
It is a violation of our drug-free workplace policy for an individual to use, possess, sell, trade, and / or offer for sale alcohol, illegal drugs, or intoxicants.

Searches
Entering All State 38 sponsored property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, vehicles and equipment, and company provided living quarters.

Drug Testing
To ensure the accuracy and fairness of our testing program, all testing will be conducted according to DHHS/SAMHSA guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
All drug testing will maintained in a separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, pre-duty, random, post-accident, reasonable suspicion, return-to-duty and follow-up testing upon selection or request of management.
The substances that will be tested for are amphetamines, cannabinoids, cocaine, opiates, phencyclidine (PCP) and alcohol.
Any employee who tests positive will be immediately removed from duty and required to pass a Return-to-Duty test and sign a Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

**Assistance**

All State 38 recognizes that alcohol, drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

Encourages employees to seek help if they are concerned that they or their family members may have a drug and or alcohol problem.

Encourage employees to utilize the services of qualified professionals to access the seriousness of suspected drug or alcohol problems and identify appropriate sources of help. Ensures the availability of a current list of qualified professionals. The ultimate financial responsibility for treatment belongs to the employee.

**Confidentiality**

All information collected by All State 38 through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

**Shared Responsibility**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on or off-duty use of alcohol or other drugs.

**Cost**

All State 38 will pay the cost of any drug or alcohol testing that it requires or requests employees to submit to, including retesting of confirmed positive results. Any additional test that the employee request will be paid for by the employee.
Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be asked to enter rehabilitation. An employee asked to enter rehabilitation who fails to successfully complete and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Return-to Work Agreements
Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set for in a Return–to-Work Agreement as a condition of continued employment.

In addition, employees are encouraged to:

* Be concerned about working in a safe environment.
Support fellow workers in seeking help.

Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

* Inform employees of the drug-free workplace policy.
* Observe employee performance.
* Investigate reports of dangerous practices.
* Document negative changes and problems in performance.
* Counsel employees as to expected performance improvement.
* Clearly State consequences of policy violations.

Communication
Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

All employees will receive a written copy of the policy. Copies of the drug-free workplace policy will also be available at the Show Office. The policy will be reviewed in orientation sessions with new employees.

The policy will be reviewed at safety meetings. Employee education about the dangers of alcohol and drug use and the availability of help will be provided to all employees. Supervisors will receive training to help him/her recognize and manage employees with alcohol and other drug problems.
ADDENDUM C

EMERGENCY ACTION PLAN
EMERGENCY ACTION PLAN
EMERGENCY ACTION PLAN ASSEMBLY AREAS

An emergency action plan requires a designated assembly area for employees to report in case of a disaster. Report to the most accessible designated assembly area as soon as safely possible to allow all personnel to be accounted for.

PRIMARY ASSEMBLY AREA:
All State 38 OFFICE

SECONDARY ASSEMBLY AREA
MIDWAY AREA OPPOSITE OF THE All State 38 MAIN SHOW OFFICE

ALTERNATE ASSEMBLY AREA
BUNKHOUSE/TRAILER PARKING AREA

SCOPE
EMERGENCY ACTION PLAN
The following Emergency Action Plan applies to all situations where a particular OSHA Standard specifies that a plan be established. Many times an Emergency Action Plan will call for employees to gather at a designated assembly area. This is to allow all persons to be accounted for. In the event of a major disaster search teams would be dispatched to find anyone not accounted for.

Assembly Areas
Primary Assembly Area in the event of emergency will be the All State 38 Office Area if conditions warrant.
Secondary Assembly Area in the event that the All State 38 Uniform/Safety Office Area is not accessible report to the Midway area across from the All State 38 Main Office if conditions warrant.
Alternate Assembly Area in the event that the Main Office and Employee Office is not accessible report to the Employee Bunkhouse Parking Area.
Employee Accountability Procedures After Evacuations
Each supervisor is responsible for accounting for all their assigned employees. The supervisor or his/her designee reports to a predetermined, designated rally point and conducts a head count. Each employee will be accounted for by name. All supervisors are required to report their head count (by name) to the Safety office personnel.

Fire Protection and Prevention Assignments
Appropriate company personnel have been assigned specific fire protection and prevention responsibilities. Fire prevention equipment must be routinely inspected and tested. Equipment that can increase the likelihood or severity of a fire must be inspected and maintained.

Every game, generator, office and bunkhouse must have the properly rated fire extinguisher onsite and readily available. The fire extinguisher must be inspected weekly and display a current certification tag. The supervisors shall report to the safety office the condition of each extinguisher.

Every bunkroom, office trailer and operational shop trailer must have a smoke detector. The occupant of the room, supervisor of the shop or office manager will be responsible for ensuring that the smoke detector is in proper working order and change the battery at least once a year. They will report to the safety office the condition and need for replacement of any defective equipment.

In the event of a fire in the housing area, supervisors and/or their designated assistant will safely evacuate the area and send personnel to the designated assembly area for that location.

In the event of a fire in the midway area, operators will be trained to safely evacuate the immediate area, directing patrons to a safe location. Area supervisors and/or their designated assistants will coordinate the evacuation. Employees will then report to the designated assembly area.

ELECTRICAL POWER LOSS PROCEDURE

Occasionally there may be a problem with a power generator. This could cause a section of the midway to completely lose power and go dark. It could also cause a “brown out” which is a partial loss of power.

If you notice the electrical power to your game fluctuating or you have a complete loss power loss:

Remain Calm, notify your supervisor
Do not leave the game
Employee Accident or Injury:

ILLNESS OR INJURY PROCEDURE

1. All accidents or injuries shall be reported to your supervisor no matter how minor.
In the event of an injury requiring medical attention give your name and exact location to your supervisor or office personnel.
Describe the extent and nature of any injury.

DO NOT MOVE THE EMPLOYEE UNLESS THEY RISK FURTHER INJURY DUE TO THEIR POSITION.

Stay with the employee until first aid/emergency arrives, keep all well-meaning employees out of the area.
Assist emergency personnel in access to the employee and then assist with any crowd control.

Do Not Discuss the incident with anyone other than your supervisor and authorized personnel. Management will make any statements necessary concerning the incident.

8. If you are aware of the events leading to the incident, with your supervisors assistance, fill out an incident report as soon as possible.

Minor Guest Incident:

Know the location of onsite first aid before operations begin.
Notify your supervisor or the office of the injury.
Ask the guest if he/she is able to walk to first aid or the office.
Assist the guest in obtaining first aid.
Fill out an incident report as soon as possible.

Serious Guest Injury:

Notify your supervisor immediately, stay calm and professional.
Give your name and exact location.
Describe the extent and nature of any injury.

DO NOT MOVE THE GUEST UNLESS THEY RISK FURTHER INJURY DUE TO THEIR POSITION.

Stay with the guest until first aid arrives, keep all well-meaning guest out of the area.
Assist first aid/emergency personnel in access to the guest and then assist with any crowd control.

Do Not Discuss the incident with anyone other than your supervisor and authorized personnel. Management will make any statements necessary concerning the incident.
8. Fill out an incident report as soon as possible

SEVERE WEATHER – LIGHTNING PROCEDURES

Weather conditions will be a factor when working. Usually severe weather or lightning will take time to develop in an area, be aware of the wind speeds and know when to shut the game down when high winds are present. Your supervisor will advise you if or when you should close due to inclement weather. If severe weather strikes and your supervisor is not near:

All Personnel

Calmly and safely move guests away from your area, request that they find the closest shelter
Secure machinery, awnings, tents and any loose articles that could become a hazard in high winds
Await your supervisors instructions or in extreme weather seek shelter
After the storm passes, return to your work area or the emergency assembly area

TORNADO

A tornado appears as a rotating, funnel-shaped cloud that extends from a thunderstorm to the ground with whirling winds that can reach 300 miles per hour. Occasionally, tornadoes develop so rapidly that little, if any, advance warning is possible. Before a tornado hits, the wind may die down and the air may become very still. A cloud of debris can mark the location of a tornado even if a funnel is not visible. Tornadoes generally occur near the trailing edge of a thunderstorm. It is not uncommon to see clear, sunlit skies behind a tornado. (Information Obtained from Ready.gov/tornadoes)

The show management will be monitoring the weather conditions reported on television, radio and local authorities, follow directions of your supervisor and:

Be alert to changing weather conditions. Look for approaching storms.

Look for the following danger signs:

- Dark, often greenish sky
- Large hail
- A large, dark, low-lying cloud (particularly if rotating)
- Loud roar, similar to a freight train.
If you see approaching storms or any of the danger signs, be prepared to take shelter immediately

**Warnings:**
Watch: Means a tornado is possible, remain alert
Warning: Tornado has been sighted or indicated by weather radar; seek shelter immediately. Follow procedures for evacuating your work area safely and securing area if possible.
Ride Personnel:
Calmly and safely stop the game and ask guests to that they find the closest shelter
DO NOT ABANDON THE GAME AND/OR GUESTS
Secure the game, shut off the power, check the area for any loose articles that could be blown around and create a hazard
Await your supervisors instructions or in extreme weather seek shelter After the storm passes, return to your work station or the emergency assembly area Do not operate the game until your supervisor has given the all clear

**TORNADO**

**Shelter:**

Do not take shelter in an automobile or truck or the amusement ride or tent
Do not take shelter in mobile office or bunkhouse

If possible take shelter in a structure (building) that offers maximum protection.
Proceed to interior hallways or smaller rooms. Stay away from windows, glass areas and doorways.

If time does not permit seek shelter in low ground areas, lie flat on the ground
Be aware of possible flooding conditions

Do not seek shelter underneath a highway overpass, it is not a recommended shelter
When conditions are safe report to the emergency staging area and check in with your supervisor

**EARTHQUAKE**

**PROCEDURE**

An earthquake is the sudden, rapid shaking of the earth, caused by the breaking and shifting of subterranean rock as it releases strain that has accumulated over a long time. Although not common, a plan for any extreme occurrence such as an earthquake is sound emergency management.
In the event of an earthquake:

**Personnel:**

If you are in a building, remain where you are, if possible take cover under a desk, table, bench or in a doorway, hallway or against an inside wall. These are the most structurally sound during an earthquake.

If you are outside, stay away from buildings, rides, walls, trees, utility poles and any wires on the ground.

When the shaking has stopped, report to the emergency staging area for further instruction when safely possible.

**ROBBERY**

**PROCEDURES**

In the event that a robbery should occur, whether at the office, ticket booth, food or game concession, or individual it is the policy of All State 38 that you give the robber whatever they ask for; personal safety is your first priority.

**DO NOT:**

- ARGUE WITH THE PERSON
- GIVE THE PERSON A HARD TIME
- LAUGH OR MAKE FUN OF THE PERSON
- VOLUNTEER ANY INFORMATION

**DO:**

- LISTEN TO AND LOOK AT THE PERSON
- OBSERVE ANY DISTINCTIVE TRAITS, TATTOOS OR PIERCINGS
- TRY TO ESTIMATE THE AGE, HEIGHT AND WEIGHT OF THE PERSON
- NOTE ANYTHING THAT COULD BE USED TO IDENTIFY THE PERSON, CLOTHING, SHOES, ETC.

As soon as the person leaves or releases you, go immediately to the show office or contact your supervisor. Contact any law enforcement person you might see. Give a report and description of person or persons as soon as possible.
CIVIL DISTURBANCE / RIOT PROCEDURES

In the event that a riot or civil disturbance, midway run has started or about to start or a warning by law enforcement officials all All State 38 employees shall:

Ticket Box Personnel:
Stay calm, if possible contact your supervisor and follow their instructions
If possible safely secure the cash and tickets; report to the show office
DO NOT RISK LIFE OR LIMB FOR THE CASH OR TICKETS
If you have to move quickly for fear of life and limb, report to the emergency staging area; if you cannot get to the staging area, report to any law enforcement personnel or show management personnel to be accounted for
Do not under any circumstances become involved in any altercation! Office Personnel:

Stay calm, if possible contact your supervisor and follow their instructions
DO NOT RISK LIFE OR LIMB FOR THE CASH OR TICKETS
If you have to move quickly for fear of life and limb, report to the emergency staging area; if you cannot get to the staging area, report to any law enforcement personnel or show management to be accounted for
Do not under any circumstances become involved in any altercation!

Maintenance & Grounds Personnel:

Stay calm, if possible contact your supervisor and follow their instructions
If you have to move quickly for fear of life and limb, report to the emergency staging area; if you cannot get to the staging area, report to any law enforcement personnel or show management to be accounted for
Do not under any circumstances become involved in any altercation! All Other Personnel:

Stay calm, report to the emergency staging area
If you cannot get to the staging area, report to any law enforcement personnel or show management to be accounted for
Do not under any circumstances become involved in any altercation!
DO NOT RISK YOUR LIFE OR OUR GUEST LIVES FOR MATERIAL GOODS

TERRORIST THREAT PROCEDURES

The following list was developed to assist management and employees to recognize suspicious persons, activity, items and/or vehicles. The lists are intended to provide guidance but are not to be all-inclusive.

It is important that you look at the big picture and respond accordingly. Any unidentified person loitering in a restricted area should be reported to your supervisor, it is not always an emergency but management should be aware and will respond in the appropriate manner. It is better to be safe than sorry. If the unidentified person is armed with any type of weapon that is considered to be an emergency and should be investigated immediately by the authorities. Do not under any circumstance place yourself or others in jeopardy!

You should immediately report to your supervisor if you see any of the following:

**Suspicious Persons:**

- An unidentified person:
  - Observed loitering near a restricted area for an extended period of time
  - Observed wandering through a restricted area
  - Dressed in oversized or inappropriate clothing that appears to be concealing something
  - Carrying an oversized backpack or large suitcase
  - Who did not enter through the public entrance
  - When acknowledged does not respond or does not provide a responsible explanation for his/her actions
  - Asking specific questions regarding security matters
  - Asking specific questions about key personnel, their work schedules, vehicle, location of parking area, etc
  - Does not have proper identification claiming to be a contractor, law enforcement officer, reporter or service technician

**Suspicious Activity:**

- Two or more unidentified persons loitering near a restricted area
Individuals or groups who are uncooperative if challenged by a supervisor or an employee

Individuals or groups who appear without prior notification or clearance claiming to be contractors or service technicians

Unidentified persons attempting to deliver packages or other items

Unidentified persons who appear to be conduct surveillance of a facility (e.g. – sitting in a vehicle for an extended period of time and/or taking photographs or videotaping, etc)

An unidentified person observed placing an object or package outside a facility and the departing area

**Suspicious Items or Vehicles:**

Any unattended backpacks, boxes, containers, luggage, packages in a restroom, concession area or near a ride or game

Any item that could be an improvised explosive device. Items with visible wires, antennas, batteries, timing devices, metal or plastic pipe with both ends capped or covered, etc. DO NOT TOUCH OR TRY TO EXAMINE ANY SUSPICIOUS DEVICE, CALL FOR A SUPERVISOR

Rental vehicles/trailers parked nearby without proper authorization

Any vehicle that appears to be overloaded or has any substance leaking from it

Any vehicle parked in an unusual location

Any type of vehicle that appears to be abandoned (e.g. – inspection sticker expired or missing, license plate expired or missing, etc.)

**REMEMBER DO NOT CHALLENGE OR PHYSICALLY INVESTIGATE A SUSPICIOUS PERSON OR ITEM! CALL A SUPERVISOR OR LAW ENFORCEMENT OFFICER**

If a bomb threat is received via:

**EMERGENCY ACTION PLAN BOMB THREAT**

**PROCEDURES**

Email – Do not delete the message; leave the computer on for possible investigation by law enforcement. Notify your supervisor immediately
In Person – Do not attempt to approach the person; observe the person well enough to provide an accurate description. Notify your supervisor or law enforcement immediately. Telephone – Bomb threats usually occur by telephone

- Stay Calm
- Keep the caller on the phone
- Take notes, ask questions
  - When will it explode
  - Where is it
  - What does it look like
  - What kind of bomb is it
  - What is your name

Observe the caller’s:
- Speech patterns (accent, tone, slang use)
- Emotional state (angry, agitated, calm. Etc)
- Background noise (traffic, people talking, etc)

In all Cases –

- STAY CALM
- DO NOT IGNORE THE THREAT
- DO NOT ANNOUNCE THE THREAT IN PUBLIC

If your supervisor can be contacted quickly, do so and let them contact the authorities.

If they cannot be contacted quickly, the person receiving the threat should contact the authorities.

Do not unduly alarm employees or guest, do not broadcast the threat or problem.

Actions should be taken in the most inconspicuous manner.

Let the authorities make the decision regarding evacuation of any areas of the fairgrounds or event location.

If you are told by authorities to evacuate the area:
- Check the work area for unfamiliar items; DO NOT TOUCH SUSPICIOUS ITEMS;
- report their location to authorities
- Take personal belongings when you leave if possible
- Move well away or meet at a designated emergency area and follow instruction from emergency responders.
PLAN ENEMY

ATTACK

PROCEDURES

The warning of an impending enemy attaché will normally be announced through the use of television and radio. This would normally give the supervisors time to take proper actions. If not the warning might be sirens, horns, or whistles.

These signals are as follows:

Attack Warning—A 3 to 5 minute wavering tone on sirens or a series of short blasts on horns or other devices. The Attack Warning signal means detection of an actual attack or accidental missile launch. Take protective action immediately. The Attack Warning will be repeated as often as deemed necessary by local government authorities to obtain the required response by the population, including taking protective action related to the arrival of fallout. This signal will have no other meaning and will be used for no other purpose.

Attention or Alert Warning—A 3 to 5 minute steady signal from sirens, horns, or other devices. Local government officials may authorize use of this signal to alert the public of peacetime emergencies. Besides any other meaning or requirement for action as determined by local government officials, the Attention or Alert signal will indicate to all persons in the United States, "Turn on your radio or television and listen for essential emergency information".

At the first indication any enemy action/attack, television and radio stations are required to go off the air, with the exception of designated Civil Defense stations that will broadcast information.
In order to submit a financial proposal, the Proposer must abide by all of the parameters as set forth in this RFP. This Financial Proposal Form is submitted for the entire work as described, and shall be used for comparison and evaluation purposes. This form may not be modified. Any changes made to this form, including but not limited to exceptions, deletions, or additions, may be the basis for rejection of the Proposal. Certified small business Proposers who have included in their proposal a copy of their Small Business Certification Approval Letter shall be granted the applicable preference. The preference shall not exceed five percent (5%). The financial proposal is worth up to 100 points. The financial proposal that offers the highest percentage of gross sales from the carnival game operations to the 22nd DAA shall receive 100 points. The score for each of the other financial proposals shall be determined utilizing the following formula: divided the percentage of gross sales included in the financial proposal by the highest percentage of gross sales, then multiplied by 100 points (e.g. 25% + 30% = .83 x 100 = 83 points). See Section 5.3.4 of this RFP for more details regarding scoring of the financial proposal component of this RFP. The financial score will be added to the technical score to achieve the overall score for each proposer.

- In the event of a tie, contract shall be awarded to the Proposer with the higher score on the Technical Section.
- In the event of a tie on the Technical Section between two Proposers, the tie will be broken by the toss of a coin by the Contracts Manager, or designee, in the presence of any authorized representatives of the Proposers. In the event of a tie on the Technical Section 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 Contract’s Manager, or designee, shall be deemed the winning Proposer.

**Line Item #1:** As described in the Statement/Scope or Work, the Proposer must provide, install, and maintain a complete and fully operational digital ticketing system for all rides and games at the SD County Fair at no cost to the 22nd DAA. In exchange for this valuable system, the 22nd DAA will authorize the Proposer to operate all but one of the carnival games at the SD County Fair for the duration of the fair. Proposer shall share with 22nd DAA a percentage of the gross sales from the game operations at the SD County Fair. The percentage of gross sales offered by the Proposer shall be fixed for the duration of the contract. The minimum allowable share to the 22nd DAA is twenty-six (26%) percent.

**Line Item #2:** All labor, materials, equipment, taxes, fees or other costs to provide (1) the digital ticketing system for all rides and games at the SD County Fair and (2) the carnival game operation at the SD County Fair shall be the responsibility of, and paid for entirely by, the Proposer. In exchange, the Proposer will receive a portion of the gross revenue from the SD County Fair carnival game operation, less the 22nd DAA’s percent share (Line Item #1). The only exception to this is the “rental fee” for digital ticketing system scanning devices that must be used by ride operators during the SD County Fair. The 22nd DAA will charge each ride operator its share of this pass through cost. The rental fee for the handheld digital ticketing system scanning devices will be for the duration of fair, fixed for the contract term and shall not exceed $400.00 per handheld digital ticketing system scanning device per year. No other costs will be allowed under the resulting agreement from this RFP.

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 1 of 2
**FINANCIAL PROPOSAL FORM (Continued)**

RFP #19-04

Proposer offers to provide the digital ticketing system and carnival game operations for the San Diego County Fair as described in the statement/scope of work of this RFP and detailed above for their share of game revenue, with the exception of the rental fee for the handheld digital ticketing system scanning devices. The 22nd DAA will receive the percentage of gross game revenue stipulated below. All other costs, including all labor, materials, equipment, fees and California sales tax if applicable will be the burden of the Proposer.

<table>
<thead>
<tr>
<th>#1</th>
<th>22nd DAA's Share of the Annual Gross Revenue from Carnival Game Operations. The 22nd DAA's share may not be less than 28%.</th>
<th>28%</th>
</tr>
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<td>#2</td>
<td>Hand Held Wireless Scanner Annual Rental Fee (NTE $400.00 each per year)</td>
<td>$400.00</td>
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</table>

Are you claiming preference as a small business?  

| Yes | No |

If yes, Proposer must submit the Small Business Certification Approval Letter with the technical proposal package. All Proposers' must provide the following information and sign this form in order for the "Financial Proposal Form" to be considered.

**FIRM NAME**

512 W. Main JF. BLVD Suite 313

**COMPLETE MAILING ADDRESS**

AUSTIN, TX 78701

**CITY, STATE, ZIP CODE**

**FEDERAL IDENTIFICATION NUMBER**

(763) 232-2305

**TELEPHONE NUMBER**

E-fax as listed for gotmail.com

**FAX NUMBER**

Proposer certifies to the 22nd DAA that Proposer has thoroughly familiarized him/herself with the terms and conditions of this RFP and any addenda, and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the RFP would have revealed. **Important:** It is the Proposers responsibility to ascertain and confirm, they have received all addenda issued to this RFP before submitting a proposal. The Proposer must acknowledge their receipt of all Addenda in the space provide below. Your failure to acknowledge all Addenda will result in your proposal being found non-responsive.

List and acknowledge all addenda here: **Received Addenda No.1, No.2 Add A**

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

**PRINT NAME & TITLE**

[Signature]

**DATE**

11/01/19

RETURN THIS FORM WITH YOUR PROPOSAL

Financial Proposal Page 2 of 3

Page 326
November 1, 2019

Mr. Mark Ceragioli- State Contracts Manager
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Dear Mr. Ceragioli,

"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures, addendum(s) and instructions concerning RFP 19-04, 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."

Sincerely,

[Signature]

Novembre 1, 2019

Date:

Benjamin H. Pickett
Vice President
Ray Cammack Shows, Inc.
In accordance with the RFP please find below a guide where to find the preferred or required qualifications in the proposal binder as submittal requirements toward the 'Technical' Portion of the Proposal.

**Cover Letter**

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PROPOSER/CONTRACTOR STATUS FORM

RFP #19-04

Contractor's Name: Ray Cammack Shows, Inc. (full business name)
Federal Employer ID #

Address: 4950 West Southern Avenue
County: Maricopa

City: Laveen Arizona (principal place of business)
Zip Code: 85339

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 and complete name of the sole proprietor: (i.e., "John Roe Smith", not "J. Roe Smith" or "John R. Smith").

Partnership (Please check one)

- General Partnership
- Limited Partnership

If a partnership, list each and every individual partner, (1) identifying each individual partner's full name; (2) stating whether each individual partner is a limited partner or a general partner; and (3) identifying the specific interest of each individual partner in the partnership:

Corporation

Place and date of incorporation: State of Arizona, February 29, 1968

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

(Date)

Current officers

President: Guy W. Leavitt
Vice President: Benjamin H. Pickett, Christopher M. Lopez

Secretary: Shelley Liggitt
Treasurer: Delia Ritter

Other Officers: Chief Operational Officer: Charlene K. Leavitt
Chief Financial Officer: Joy E. Leavitt-Pickett

RETURN THIS FORM WITH YOUR PROPOSAL
Status Form Page 1 of 2
PROPOSER/CONTRACTOR STATUS FORM (Continued)

RFP #19-04

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 business name statement 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 bid package.

Your small business ID number: __________________________

Pending Litigation or Hearings

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

See Attachment. There are zero claims in our game and Technology divisions.

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.

Benjamin Pickett Vice President  
(Print Name & Title)

(Signature)

November 1, 2019  
(Date)

If this status form is not completely filled out, signed and submitted with Proposer’s response to the RFP, the proposal will be rejected as non-responsive.

RETURN THIS FORM WITH YOUR PROPOSAL.
TABLE OF RAY CAMMACK SHOWS, INC. LITIGATION

THERE ARE ZERO SUITS OR CLAIMS IN OUR GAME AND TECHNOLOGY DIVISIONS.
“...LITIGATION, ADMINISTRATIVE HEARINGS CURRENTLY PENDING OR FILED INCLUDING THE PREVIOUS THREE YEARS...”

<table>
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<tr>
<th>Type</th>
<th>Court</th>
<th>Case Number</th>
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</tr>
</tbody>
</table>
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

Benjamin Pickett
Print Name
Ray Cammack Shows, Inc.
Name of Proposer ("Proposer")

and with the authority, acknowledge that, the above Proposer has read, understands, and agrees to comply with (1) the requirements of California Government Code, Section 1090 et seq.; and (2) any and all other conflict of interest and ethics laws applicable to Proposer in 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") and 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 California law, including Government Code Section 1090, et seq., may be considered void and the Proposer shall not be entitled to any reimbursement or compensation for the Proposer's performance of the resulting Agreement, including reimbursement of costs or 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 rights and remedies at law and in equity concerning any such violation.

The Proposer agrees to provide a written list to the Contact Person listed on the cover of the RFP identifying all known, suspected, or potential financial or familial interest with any 22nd DAA director, official, officer or employee and/or their respective immediate family members, 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.
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

"Continued"

☒ I certify that I have no known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA.

☒ 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)

☒ 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.

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:

Ray Cammack Shows, Inc.

(NAME OF PROPOSER)

(SIGNATURE)

Benjamin H. Pickett

(PRINT NAME)

Vice President

(TITLE)

November 1, 2019

(DATE)

RETURN THIS FORM WITH YOUR PROPOSAL
Certificate re CGC 1090 and Disclosure Form
Page 2 of 2
WHERE WE BEGAN...

In 1956, Ray Cammack sold his car dealership in Lennox, South Dakota. He and his wife Veryl, and three daughters, Linda, Delia, and Charlene entered the carnival business when he became a ride superintendent for Thomas Shows, also based out of Lennox. They purchased a Dodgem ride and worked with Thomas Shows until 1961. Ray Cammack Shows began with a couple of homemade rides and winter-quartered out of their garage in Lennox. They played small events in the Midwest until purchasing Smith Wonder Shows in the 70’s which expanded their route to Canada. The winter-quarters was moved to Keenesburg, Colorado in 1972.

In 1975, Guy Leavitt joined RCS after his parents Harley and Rita Leavitt sold H.A. Leavitt Attractions to Bill and Dorothy Capell. Looking for a new midway home, Guy met Ray in Las Vegas for an interview. After meeting Ray, Guy cancelled the other two interviews he had scheduled knowing Ray Cammack Shows was the carnival he wanted to be involved with. Guy became the ride superintendent for Ray Cammack Shows and was partners with Ray on the kidland.

Guy and Charlene met and married in 1977. Guy moved to Phoenix in 1980. Management was assumed by Guy and Charlene in 1983 following Ray’s untimely death. The show continued under Veryl’s direction until it was purchased by Guy and Charlene.

In 1985, RCS headed west to California. The Los Angeles County Fair was the first California route to contract with RCS. 80% of the RCS route now includes the premier dates in California. The Great Western Carnival (Harley and Rita Leavitt’s second carnival) was purchased from Rita Leavitt in 1987 after Harley died in a fatal car accident in 1985. The show operated the two units for one year, when it was decided to merge the two operations.

The RCS (Ray Cammack Shows) of today is the carnival of the two families, the Leavitts and the Cammacks. The Houston Livestock Show and Rodeo was added in 1994, as the show’s only date out of Arizona and California. Today, RCS services over 11 million Americans at 6 of the Country’s most prestigious Fairs and Rodeo. Currently, there are over 68 Leavitt and Cammack 1. family members on the show.
WHAT WE DO

Ray Cammack Shows, Inc. has been providing Carnival Entertainment to Fairs and Guests since 1961.

We specialize in large premier events.

WHAT WE BELIEVE

We pride ourselves in our attention to detail. That detail is reflected in our safety records, our guest satisfaction, and our capability to gross maximum revenues. By owning and managing more than 77.5% of our rides and more than 90% of games booked at our events we accomplish and maintain the detail we require.

WHO WE ARE

Our management team has over 4301 collective years of experience in the industry. They are on site performing the jobs they are well trained for. Many have technical experience, or business degrees; all of them individually, are professionals. We believe this one tool in our company is the strongest and most important. This is significant in what makes our company different.

WHAT MAKES US DIFFERENT

Ray Cammack Shows, Inc. has always been a leader in change and the latest innovations. Whether it be development and prototyping of rides directly with the manufacturers, or the leaders in electronic ticketing. We believe we are the pioneers for the Carnival industry and hold ourselves to the highest standards.

COMPANY MISSION

With Safety First, to provide and maintain the premier quality entertainment known to the worldwide carnival industry.

RCS went 100% cashless in 2007 with their game and ride operations. The first in the US large fair market to do so.
EXPERIENCE

Providing Carnival Midways to Fairs with Attendance of 1 million or more (in the last 10 years)

HOUSTON LIVESTOCK SHOW & RODEO
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING

SAN DIEGO COUNTY FAIR
80% GAME OPERATION, LARGE RIDE OPERATOR AND FULL ELECTRONIC TICKETING 2019

OC FAIR
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING

LA COUNTY FAIR
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING

ARIZONA STATE FAIR
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING

WHY WE ARE WHO WE ARE... "OUR TEAM"

We pride ourselves in our attention to detail. That detail is reflected in our safety records, our guest satisfaction, and our capability to gross maximum revenues. By owning and managing more than 77.5% of our rides and more than 90% of games booked at our events we accomplish and maintain the detail we require.

1. Currently, RCS Management holds more AIMS certifications than any other Single-Unit Amusement Park or Carnival Operator, or Independent Safety Inspector Company in the USA.
2. Four of our ride management have more qualifications than most independent ride inspector in the country.
3. We are the most aggressive carnival to implement and maintain a 100% drug free workplace.
4. We believe we have the strictest employee appearance codes in the industry.
5. We believe we are the only carnival that has an aggressive retirement plan, health insurance and life insurance offered to every member of their upper-management team. Over 30 management team members participate.
6. We have the most comprehensive in-house training program in the carnival industry.

THINGS WE HAVE PIONEERED

1. First carnival to create and implement the Fast Pass program that has since been copied by others.
2. First carnival to create Line-Busting Program for selling FunPasses.
3. We give out more teddy bears and prizes in our midway games annually than any other single carnival or Amusement Park in the USA.
4. First carnival in the USA to have a specialized Supervising Companion sticker acknowledgement safety program.
5. First carnival game operation in the country to grow and cultivate a High School Volunteer program for their game operation.
A Few things about RCS you may not know...

RCS is a family owned & operated Christian based carnival providing fun for almost 58 years!

RCS has both a Safety Team and a Safety Committee...not just an individual.

RCS has more Ride Supervisors with accredited Ride Safety certifications than any other carnival in North America.

RCS has the most aggressive Drug Testing & Background Check programs in the industry.

RCS rides more people annually than any other single unit carnival in the WORLD.

RCS has had a successful "Cashless" Game and ride operation for over 12 years.

RCS is the first Carnival to to provide a Mobile App allowing customers to purchase tickets and scan at Rides & Games directly with their phones!

RCS has a "Sunday school" game operation that guarantees 25% minimum giveaway. (Thank you Mr. Burbage)

RCS's management team raises over $80,000.00 annually to donate to non-profits and local charities of our events.

Guy Leavitt cooks breakfast for over 60 RCS management every Sunday!!!

Rides new custom personalized flags for our premier events.
# Certificate of Liability Insurance

**Producer:** ACORD

**Contact Name:** Roland Makowsky

**Phone:** (210) 829-7854

**Fax:** (210) 829-7836

**Address:** rolonda@kelf.com

**Insured:** Ray Cammack Shows Inc

**Insurer:** TIEE Insurance Company

**Policy Number:** CL18161721936

**Revision Number:**

**Date Issued:** 11/11/2019

**Date Modified:**

**Date Expired:**

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<th>CERTIFICATE NUMBER</th>
<th>REVISION NUMBER</th>
</tr>
</thead>
<tbody>
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<td>CL18161721936</td>
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</table>

**This Certificate is Issued as a Matter of Information Only and Does Not Confer Rights Upon the Certificate Holder. This Certificate Does Not Affirmatively or Negatively Amend, Extend or Alter the Coverage Afforded by the Policies Below. This Certificate of Insurance Does Not Constitute a Contract Between the Issuing Insurer(s), Authorized Representative or Producer, and the Certificate Holder.**

**Important:** If the certificate holder is an ADDITIONAL INSURED, the policy(s) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of each endorsement(s).

<table>
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<tr>
<th>COVERAGES</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL mRNA</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF. DATE</th>
<th>POLICY EXP. DATE</th>
<th>LIMITS</th>
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<td>12/20/2018</td>
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**Additional Insureds:**

- ACORD 101
- TIEE Insurance Company
- Ray Cammack Shows Inc
- Kelf Insurance

**Insureds Affording Coverage:**

- Ray Cammack Shows Inc
- TIEE Insurance Company

**Exclusions and Conditions:**

- Limited to the extent of liability limits shown may have been reduced by paid claims.

**Certificate Holder:**

- 22nd DUI/Drvr. Fdrns & Calif. Fcr Ser. Services
- Services Authority
- 2260 Jimmy Durante Blvd
- Del Mar
- CA 92014

**Cancellation:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Authorized Representative: Ezekiel N. Kaliff

© 1988-2018 ACORD CORPORATION. All rights reserved.
INSURANCE REQUIREMENTS

POLICY NUMBER: CPP0106533-00

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
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<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>EVENT: 2020 SAN DIEGO COUNTY FAIR.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;

   In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

   This insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Person Or Organization:</th>
</tr>
</thead>
<tbody>
<tr>
<td>&quot;SEE BELOW&quot;</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

* ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, IN A WRITTEN CONTRACT OR OTHER AGREEMENT, THAT REQUIRES YOU TO PROVIDE INSURANCE AND WAIVE OR TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS, COVERAGE APPLIES EXCEPT WHERE SUCH CONTRACT OR OTHER AGREEMENT IS PROHIBITED BY LAW.
DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: RAY CAMMACK SHOWS, INC., ET AL
Endorsement Effective Date: TBD FOR THE 2020 SAN DIEGO COUNTY FAIR.

SCHEDULE

Name Of Person(s) Or Organization(s): ** SEE BELOW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any person or organization with whom you have agreed in a written contract or other agreement:

P O Box 10
Laveen, AZ 85339

* executed prior to the occurrence or offense.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 8/01/2019
Endorsement No.: 40881
Carrier Policy No.: WC9004641-006
Carrier No.: 40881

Insured: Ray Canzore Show, Inc.

Insurance Company: T.H.B. Insurance Company

WC 08 03 13

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KMRB Insurance 08113

Printed on: August 2, 2019

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INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Non contributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
Ray Cammack Shows is represented on the CFSAs Carnival Master Insurance List

**CFSA Carnival 047**
AMERICAN TRAVELING SHOWS
Rick Larson
PO Box 419
Elk Grove, CA 95640
Liability Insurance Expires: May 1, 2020
Excess Liability Expires: May 1, 2020
Auto Liability Expires: May 1, 2020
Workers' Comp Expires: May 7, 2020

**CFSA Carnival 048**
BRASS RING AMUSEMENTS, INC.
MIDWAY OF FUN
Barry Martin
455 State Box Road
Groseville, CA 95965
Liability Insurance Expires: March 14, 2020
Excess Liability Expires: March 14, 2020
Auto Liability Expires: March 14, 2020
Workers' Comp Expires: March 23, 2020

**CFSA Carnival 049**
BUTLER AMUSEMENTS, INC.
Rick Byram
4631 SW Cirrus Drive #21E
Durant, OK 73401-9821
Liability Insurance Expires: May 1, 2020
Excess Liability Expires: May 1, 2020
Auto Liability Expires: May 1, 2020
Workers' Comp Expires: April 1, 2020

**CFSA Carnival 050**
CAPITOL CITY AMUSEMENTS, INC.
CALIFORNIA CARNIVAL COMPANY
Kevin Tate
PO Box 41999
Sacramento, CA 95841
Liability Insurance Expires: November 27, 2019
Excess Liability Expires: November 27, 2019
Auto Liability Expires: August 19, 2020
Workers' Comp Expires: July 1, 2020

**CFSA Carnival 051**
CARNIVAL OF FUN
JOHNSTON AMUSEMENTS
PO Box 582877
Elk Grove, CA 95758
Liability Insurance Expires: March 1, 2020
Excess Liability Expires: March 1, 2020
Auto Liability Expires: March 1, 2020
Workers' Comp Expires: February 27, 2020

**CFSA Carnival 052**
DODGE RIDES LLC,
OMNIDRIVE AMUSEMENTS LLC
Clay Leavitt and Charlene Leavitt
PO Box 10
Laveen, AZ 85339
Liability Insurance Expires: December 20, 2019
Auto Liability Expires: July 1, 2020
Workers' Comp Expires: August 1, 2020

**CFSA Carnival 053**
Helm & Sons Amusements, Inc.
WEST COAST SHOWS
Debbie Helm
429 Aquarius
Culver, CA 93232
Liability Insurance Expires: April 3, 2020
Excess Liability Expires: April 3, 2020
Auto Liability Expires: April 3, 2020
Workers' Comp Expires: June 30, 2020

**CFSA Carnival 054**
MIDWAY ENTERTAINMENT
Olay & Charlene Leavitt
PO Box 10
Laveen, AZ 85339
Liability Insurance Expires: December 20, 2019
Auto Liability Expires: July 1, 2020
Workers' Comp Expires: August 1, 2020

**CFSA Carnival 055**
PAUL MAURER SHOWS (1BB)
Paul Maurer
15681 Warren Lane
Huntington Beach, CA 92649
Liability Insurance Expires: February 5, 2020
Excess Liability Expires: February 5, 2020
Auto Liability Expires: February 5, 2020
Workers' Comp Expires: January 1, 2020

**CFSA Carnival 056**
RAY CAMMACK SHOWS
RCS TRANSPORTATION LLC
GDR, INC.
Guy and Charlene Leavitt
PO Box 10
Laveen, AZ 85339
Liability Insurance Expires: December 20, 2019
Auto Liability Expires: July 1, 2020
Workers' Comp Expires: August 1, 2020

**CFSA Carnival 057**
SCHOEPFNER SHOWS
41110 27th Street West
Palmers, CA 93551
Liability Insurance Expires: April 4, 2020
Excess Liability Expires: April 4, 2020
Auto Liability Expires: April 4, 2020
Workers' Comp Expires: October 1, 2019

**CFSA Carnival 058**
WORLD AMUSEMENTS
AMERICAN TRAVELING SHOWS
Jason Wald
PO Box 419
Elk Grove, CA 95742
Liability Insurance Expires: May 1, 2020
Excess Liability Expires: May 1, 2020
Auto Liability Expires: May 1, 2020
Workers' Comp Expires: May 7, 2020
State of California  
Secretary of State  

Statement of Information  
(Foreign Corporation)  
FEES (Filing and Disclosure): $25.00.  
If this is an amendment, see instructions.  

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME  
RAY CAMMACK SHOWS, INC.

2. CALIFORNIA CORPORATE NUMBER  
C2713005

3. No Change Statement  
(Not applicable if agent address of record is a P.O. Box. See instructions.)  
   If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.  
   □ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.

Complete Addresses for the Following  
(Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE  
   CITY  
   STATE  
   ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY  
   CITY  
   STATE  
   ZIP CODE

6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4  
   CITY  
   STATE  
   ZIP CODE

Names and Complete Addresses of the Following Officers  
(The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER  
   ADDRESS  
   CITY  
   STATE  
   ZIP CODE

8. SECRETARY  
   ADDRESS  
   CITY  
   STATE  
   ZIP CODE

9. CHIEF FINANCIAL OFFICER  
   ADDRESS  
   CITY  
   STATE  
   ZIP CODE

Agent for Service of Process  
If the agent is an individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL  
   CITY  
   STATE  
   ZIP CODE

Type of Business

12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.

08/27/2019  
GUY W LEAVITT  
DATE  
TYPEPRINT NAME OF PERSON COMPLETING FORM  
PRESIDENT  
TITLE  
SIGNATURE

SI-350 (REV 01/2013)

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Page 347  3.2b
STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian J. McNell, Executive Secretary of the Arizona Corporation Commission, do hereby certify that:

***RAY CAMMACK SHOWS, INC.***

a domestic corporation organized under the laws of the State of Arizona, did incorporate on February 29, 1968.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Business Corporation Act; that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-127, has been delivered to the Arizona Corporation Commission for filing, and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity’s condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the capital, this 21st Day of September, 2004, A.D.

[Signature]
Executive Secretary

By [Signature]
<table>
<thead>
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<th></th>
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<tbody>
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<tr>
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<td>Incorporation Date: 11-29-2004</td>
</tr>
<tr>
<td>Jurisdiction: AZ</td>
<td>Type: Foreign Stock</td>
</tr>
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<tr>
<td>4950 W SOUTHERN AVE.</td>
<td></td>
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<tr>
<td>LA VERNE, AZ 85339</td>
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<tr>
<td>Agent For Service Of Process</td>
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<tr>
<td>BOYD F JENSEN II</td>
<td></td>
</tr>
<tr>
<td>3390 ORANGE ST.</td>
<td></td>
</tr>
<tr>
<td>RIVERSIDE, CA 92501</td>
<td></td>
</tr>
</tbody>
</table>

Please review this information to determine if you have located the correct corporation. The corporation is not yet due to file the required statement; therefore, this filing must be filed either by mail or at our public counter in Sacramento. Refer to Statement of Information for the forms and instructions.
October 18, 2019

To Whom It May Concern:

The Arizona Exposition and State Fair proudly partners with Ray Cammack Shows (RCS), to bring carnival amusement to the Arizona State Fair. For over 25 years, RCS has treated Fair guests to an amusement experience that is second to none. Arizona State Fair guests expect premier quality games and rides from both an experience and appearance aspect, and quality games are what our guests receive thanks to the operational management philosophies of RCS.

In an era of innovation and technology, RCS stands out as a front-runner, leading the industry to new concepts. Continued investments in IT development allow the show to bring to market new and improved cashless gameplay platforms, real-time network-based cash management and integration systems, product marketing and promotion, as well as improved customer interfaces.

Of course, while these things are important, game integrity, stock quality and guest win ratios are paramount. The RCS Management philosophy on games, in areas such as stand appearance, employee expectations and win ratios have positively impacted guest perception and trust in our games and the Fair in general. These efforts also give us confidence that our brand and the Arizona State Fair are protected.

Our partnership continues to help our fair grow and achieve greater success. It is with sincerity that I share my deep pleasure and confidence in RCS as a game provider and partner.

Sincerely,

[Signature]

Wanell Costello
Executive Director
October 18, 2019

To Whom It May Concern:

The OC Fair has had the pleasure of doing business with Ray Cammack Shows (RCS) for over 15 years as our exclusive carnival and midway provider. There are many things that stand out and make RCS a top notch partner in being part of producing the 2nd largest fair in California serving over 1.3 million guests annually. At the top of the list is their focus and commitment to safety and security. They lead the industry in ensuring the highest safety standards, training and procedures. They are great partners in supporting the OC Fair's community giveback programs. Anytime we approach them to participate in programs that benefit an underserved community they say “just let us know what we can do to help.” They are part of our fair family and through their strong business and family values they set the bar as an exemplary partner and as an industry leader dedicated to the fair and entertainment business.

I applaud RCS for taking the lead in investing in technology to meet the needs of our guests and their desire to use their mobile devices and cashless systems when visiting fairgrounds. Their technology also provides their partner fairs with the peace of mind that game operations and ticket sales can all be accounted for in real time. On the back end, because all sales are real time and reports are readily available this has improved our settlement process exponentially and all facets of our reporting and understanding revenues and how the guests are engaging with both games and rides. It’s great to have a partner that makes this kind of financial investment to ensure the integrity of their services.

Sincerely,

Kathy Kramer, CVE, CFEE, CMP
Chief Executive Officer
OC Fair & Event Center
32nd District Agriculture Association
October 22, 2019

To Whom It May Concern:

I am writing in reference to Ray Cammack Shows (RCS), and to recommend them as the premier carnival provider in the industry. While I currently have a 19-year relationship with RCS at the Pima County Fair, I have a previous 10-year relationship working with them while employed at the Arizona State Fair. Due to their exceptional performance and our continued joint success they have been our carnival provider for more than 30 years. Over this time and through our excellent relationship, we have realized a tremendous growth in our business and attribute a great deal of our success to RCS and our business relationship.

RCS is often recognized as having the best and truly state-of-the-art IT department and operations within the carnival industry. Since RCS implemented the FUNPASS system at our fair, ride gross and game gross have continued to grow at a fast rate. Their nontraditional approach to provide “Honest” games in the carnival has been well received by our community and has led to positive feedback in our fair surveys. From time to time our industry has faced challenges with safety and security concerns in respect to carnival and event operations. Fortunately, we have been able to call upon RCS for advice and to assist us with innovative and effective solutions to make our business operations safer and more successful.

Without exception, RCS and their employees have provided us and our community with the highest level of professionalism, customer service and have always exhibited extraordinary business practices and ethics. I am very honored on behalf of SWFC to recommend RCS to any organization that seeks to improve their event and business operations as well as their bottom line. Please do not hesitate to contact me if you should have any questions.

Sincerely,

Jon Baker
Executive Director, Southwestern Fair Commission, Inc.
Pima County Fair
October 18, 2019

RE: Ray Cammack Shows

To Whom It May Concern,

I would like to take this opportunity to recommend Ray Cammack Shows (RCS). I am the CEO of the Antelope Valley Fair in Lancaster, California and we have enjoyed a relationship with RCS since 2009. I am personally familiar with their top management team, operation, company culture, work habits, and accomplishments. I feel very strongly that RCS will be a strategic asset to your organization. RCS has the expertise, experience, collaborative skills, and contagious enthusiasm to help you gain and keep a competitive advantage in your program.

While working with the Antelope Valley Fair, RCS has always impressed me with their creative and innovative abilities. RCS never seems to be satisfied with being a step ahead of the competition and they continually amaze me with how they improve their operation. Their rides are tops in the industry, their game operation is honest and attractive, and their innovative Fun Pass system makes their total operation second to none. I believe that the way they function inspires our organization to also be creative and to continue improving our product. In addition, RCS is a very collaborative organization and their communication skills are excellent throughout their entire team. I believe that RCS has the operational skills, business experience, and high-quality equipment that will add a competitive edge to your program, but it is their entire team’s innate ability to communicate and foster relationships that may be their most enduring asset.

I have a personal and professional respect for RCS, the Leavitt family, and their entire team. I sincerely believe they will bring a unique energy, optimism, passion, and creativity to your organization and they have my highest endorsement. If you have any questions about this recommendation or my validation of their work history and accomplishments, please do not hesitate to contact me.

Sincerely,

[Signature]

Daniel P. Jacobs
CEO
Antelope Valley Fair
(661) 948-6060 ext. 101
dan@avfair.com
DAILY INSPECTION REPORT

NAME: Bob's Space Racers

MANUFACTURER: Ray Cammack Shows, Inc.

LOCATION: 

CHECK, VERIFY AND INSPECT THE FOLLOWING AREAS AND DOCUMENT RESULTS

STRUCTURAL
- Check blocking for conditions and stability
- Check all fuses for installation and security
- Check all safety keys for correctness and installation
- Check underpinnings and braces for conditions and security
- Check seating for condition, security and correctness
- Test all UFO circuits for proper working order
- Check all panels for working order
- Check all lighting, for installation and effectiveness
- Check all security, canvas, storage for installation and condition
- Check all mechanics for installation, sharp edges and security
- Verify all walking surfaces are clean and dry
- Verify all working surface are ready for operation
- Check all security attachments, lights, flags and signage for condition and installation

ANCILLARY CHECKS
- Check fire extinguisher for condition and charge
- Check signage for installation, height and condition
- Check all safety for condition, cleanliness and security
- Check all wheels for condition, cleanliness and security
- Check all balls, darts, cups, guns, handles, etc. for condition and suitability per game

Signed by: 

Date: 

Reviewed by: 

Date: 

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PRESENTATION/ APPEARANCE
- All signage have been wiped down.
- All counters wiped down.
- Steps have been cleaned.
- Outside flooring is complete and clean.
- Restroom is operational (if applicable)
- Crew have been verified to be in proper uniform and meet dress code regulations (clean, shirts tucked in).

GIVE COMPLETED CHECKLIST TO SAFETY SERVICES PRIOR TO OPENING THE RIDE

Write Maintenance in this Log Section.
*All replacement parts must meet manufacturer specifications.

_________________________________________________________
_________________________________________________________
_________________________________________________________
_________________________________________________________
_________________________________________________________
_________________________________________________________
_________________________________________________________
_________________________________________________________

___________________________
Supervisor Signature: Date:

3.2d
Samples of Game Operation Guides- Each Game has a customized training guide for employees

**WHAC-A-MOLE**

**COMPLETE GAME GUIDE**

**DESCRIPTION**
- Race game whereas two or more players use a sailboat to hit moles as they pop up through one of five holes in front of them. First player to reach 150 points wins.
- Winner every race.
- Modified and structured CDS game rules.
- Two or more players to start race.
- One player wins every race.
- Winner receives a small prize after the race is over and if they win again they can trade up for larger price.

**OPERATION**
- The operator must be familiar with all the rules and be able to clearly explain the rules to all players or potential players.
- It is important for the operator to keep the game fully stocked and properly flushed. This will make the game more appealing and potential players.
- The operator should stand in the middle of the game whereas most visible to guests.
- Use the microphone to draw guests to the game.
- Game operator should carry a piece of plum in hand to use to interact with guests.

**SELLING THE GAME**

**THE SALE**
- Operator standing on microphone to guests to explain game and operator asks Funderc to deduct designated number of tickets per player.

**SELLING TIPS**
- A group game is 2 or more guests competing against each other for one prize. It is a test of skill and hand eye coordination. When operating a group game you must create an atmosphere of enjoyment and excitement, from the music playing to the voices that you use when interacting with guests and potential guests.
- Use the microphone- it is extremely important that you use the microphone. The microphone is essential in getting guests to hear you clearly and can be a great tool in creating excitement and needed while running a race.
- Holding a prize- While trying to get players, the Team member should be holding a prize and asking the guests to grab a bat and take their turn. When you are scanning Funderc the prize should be tucked under your arm. During the race you should hold the prize up in the air.
- Creating the excitement and asking them to play your game is very important. Game keepers can easily make themselves approachable by just saying “Hello”.
- Using proper body language- Smiling and making eye contact with the guests that walk by your game can help with getting guests to play your game.
- Interacting with guests- If there is a family assume that everyone is playing. Ask mom or dad if the kids are playing and if they are playing ask mom and dad if they want to play. Make it a family fun competition.

**TOP GLO**

**COMPLETE GAME GUIDE**

**DESCRIPTION**
- Water race game whereas two or more players shoot water into a target, when the water hits the target the tubes begin to rise. The first player to completely raise their tube wins the top prize.

**OPERATION**
- The operator must be familiar with all the rules and be able to clearly explain the rules to all players or potential players.
- It is important for the operator to keep the game fully stocked and properly flushed. This will make the game more appealing to potential players.
- The operator should stand in the middle of the game whereas most visible to guests.
- Use the microphone to draw guests to the game.
- Game operator should carry a piece of plum in hand to use to interact with guests.

**SELLING THE GAME**

**THE SALE**
- Operator stands in middle of game and talks on microphone to guests to explain game and operator asks Funderc to deduct designated number of tickets per player.

**SELLING TIPS**
- A group game is 2 or more guests competing against each other for one prize. It is a test of skill and hand eye coordination. When operating a group game you must create an atmosphere of enjoyment and excitement, from the music playing to the voices that you use when interacting with guests and potential guests.
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- Interacting with guests- If there is a family assume that everyone is playing. Ask mom or dad if the kids are playing and if they are playing ask mom and dad if they want to play. Make it a family fun competition.

**GAME REPLAY**
- Reply is the most important aspect of the game sale. Game replay doesn’t happen after the guest is done playing and walking off. It must be done immediately after every play.
- The operator wants the guest after each play to be able to encourage the guest to play again and trade-up for larger prizes if applicable.
- The operator should never turn their back on a customer without scanning their Funderc first if they do it will cause many customers to walk off and not play again.

**AWARDING THE PRIZE**
- When a guest wins, the operator should hold the prize high over their head yelling “You just had another winner and you win the game.” Sound win bell.

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Our Safety Services Team has been assembled from among the industry’s best and developed with the utmost adherence to setting the highest standards achievable. The job of providing a safe environment for our guests and our staff is a daunting task and our group does an amazing job. All the team members have worked in other departments, so they can draw upon their years of experience for finding the best solutions to the unique opportunities that are presented daily. They annually attend Safety Seminars to stay current in the latest techniques and to insure safety and enforce current rules and regulations. To safeguard over 11 million visitors and over thousands of fellow staff members throughout the year, we are so proud of our Safety Services Team that does their job better than anyone else.

**CRISIS COMMUNICATION CHART**

**Witness Statements**
- Rob Jundt
- Michele Leavitt
- Steve Charleston

**Crowd Control**
- DJ Villari
- Bill Kling
- Bob Kling

**Additional Support**
- Mike Gee
- Jody Lopez
- Kelly Knight

**Guy Leavitt - CEO**
**Charlene Leavitt - COO**
Substance Abuse Policy

Ray Cammack Shows, Inc. began their 100% pre-employment and random drug testing policy back in 1990 for all rides, games, food and auxiliary staff. It has been their practice that every single employee from the CEO down to the janitorial staff are required to pass a pre-employment drug test and are subject to a 20% weekly pool of randoms. Ray Cammack Shows agrees to process 100% of their employees, management and executive staff through the drug testing procedures set forth by the 22nd DAA at any event they participate in. Ray Cammack Shows also agrees to continue their random drug testing policy through their program to ensure a double verification of all employees at the San Diego County Fair.

Substance Abuse Policy

A 'DRUG FREE WORKPLACE' PROGRAM

SAFETY DEPARTMENT AND DRUG TESTING POLICY

SAFETY DEPARTMENT AND DRUG TESTING POLICY

SAFETY DEPARTMENT AND DRUG TESTING POLICY

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Background Check Policy

PURPOSE
Background checks are conducted to support workplace productivity, safety and security by ensuring applicant backgrounds and qualifications are suitable for the position being considered.

POLICY
It is the policy of Ray Cammack Shows, as part of its hiring procedures, to conduct background checks on finalist(s) for all positions. These checks will be job-related, consistent with business necessity and conducted pursuant to all applicable laws, rules, policies and procedures. Background checks may include, but are not limited to, an analysis of public and private documents, contact with former employers; verification with educational institutions or licensing/credentialing boards; information from background check providers; contact with professional references; and other pertinent information and resources. Employment offers will generally be made after the successful completion of applicable background checks. However, any offers of employment made prior to completion of the background check(s) shall be contingent upon successful completion of the check(s). Finalist(s) may be rejected if they provide inaccurate, untruthful information, or do not fully participate in the required check. Those with felonies are evaluated on a case by case basis, depending on the crime committed, the type of job to be filled and pursuant to individual State mandates.

CURRENT PROVIDER
Corporate Security Solutions, Inc. (CSSI)
Boasting over 35+ years of experience, CSSI has provided corporate security and investigative services to thousands of entities, including Fortune 500 clients. As a member of the NAPBS, CSSI provides a full suite of pre-employment screening services to include criminal history searches, employment verifications, education verifications, identity checks, and DOT Compliance. They deliver state of the are and FCRA compliant services to all 50 states and some international.

CSSI Tri-Eye check is the foundation for all background checks for RCS. This includes not only Name, Address, Social Security verification but Enhanced National Criminal records, National Sexual Preadators lists (aka Megan's Law), OIG Sanctions and Terrorist Watch List. It also includes other checks such as State, County, Education, Employment, MVR.

RCS does background checks on all employees 18 and older.
“With Raptor, I know every person who enters our buildings across the district. Everyone is screened, and I’m instantly notified of any and all potential security issues.”

- SECURITY COORDINATOR,
WISCONSIN

Raptor Technologies is the nation’s #1 provider of integrated school safety technologies. Raptor is trusted to protect nearly 20,000 K-12 schools nationwide.

Raptor has flagged more than 50,000 registered sex offenders and has issued over 250,000 custody alerts.

VISITOR MANAGEMENT

✓ INSTANT SEX OFFENDER SCREENING
Each and every visitor is instantly screened against the registered sex offender databases in all 50 states.

✓ CUSTOM CUSTODY DATABASES
Raptor can check visitors against custom databases set by each school which can contain custody alerts and/or banned visitors.

✓ ACCURATE VISITOR RECORDS
The Raptor System ensures that accurate and reliable records are kept for every visitor that enters your school, every day.

✓ DISTRICTWIDE REPORTING
The Raptor Visitor Management System can quickly and easily create reports for entire districts and/or individual schools.

✓ EMERGENCY PANIC BUTTON
Raptor’s emergency panic button allows users to instantly alert a customized list of school officials and first responders.

OUTDATED WAYS

✗ NO SCREENING
Manually screening each visitor is not practical, so most schools do not screen anyone entering the premises.

✗ NO DATABASE CHECKS
Checking for red flags such as custody issues relies on the memory of the staff of the school or on manual searches.

✗ UNRELIABLE RECORDS
Handwritten sign-in sheets are often incomplete or illegible, which renders a school’s visitor records unreliable.

✗ LABORIOUS REPORTING
In order to generate a visitor report, each sign-in sheet would have to be manually rekeyed, which is both time-consuming and inaccurate.

✗ NO PROTECTION
Without an automated system, front desk personnel are left without a way to quickly contact officials in case of emergency.

PROTECT EVERY CHILD, EVERY SCHOOL, EVERY DAY.

TO LEARN MORE ABOUT VISITOR MANAGEMENT
CALL 877-772-7887 OR EMAIL INFO@RAPTORTECH.COM

Secondary check- every badged person on the midway

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3.2G Subcontractor Arrangement and Agreement

RCS has 3 independent game concessionaires that contract with us on a full-time basis with their games. These 3 subcontractors also have working relationships as described below with RCS.

1. Ashlea Enterprises (Formerly dba Fubar)- Mike Ashcraft & JoAnne Leavitt
2. JACA Enterprises (Formerly Pinnacle Mgmt) Annie & Joe Kasil
3. Rogmic – Roger & Michele Leavitt

Ashlea Enterprises has owned and operated a Skeeball since 1993. Mike is a Senior Supervisor for RCS and JoAnne has over 30 years experience as an Office Administrator.

JACA Enterprises owns and operates 7 games at San Diego County Fair. Joe is a Senior Supervisor for RCS. Annie has been a consultant for RCS since the inception of the soft sale game operation that was established in 2006. Annie and Joe have owned and operated games with RCS since 1980.

Rogmic has owned and operated a Hi Striker game since 1990 with RCS. Roger is a Senior Supervisor for RCS and Michele is the Administrator of Ticket Sales for RCS.

All of the subcontractors have been a part of the soft sale merchandising game operation since it was established in 2006 on the RCS Midway. They have continued this same approach since then at the San Diego County Fair while booked as an independent game operator.

Since 2006, Ray Cammack Shows owns 80% of the games proposed in this contract for the San Diego County Fair. The subcontractors listed below are all the subcontractors that RCS is certain of their ability to operate the soft sale game approach that we believe is required to merchandise the maximum amount of prizes in a Non-Agent game environment.
October 12, 2018
Mr. Joel Cowley
President & CEO
Houston Livestock Show and Rodeo
3 NRG PARK
Houston, Texas 77054

RE: RCS’s Commitment to Excellence

Dear Joel:

I am submitting this letter of recommendation on behalf of Ray Cammack Shows and their owner’s Guy and Charlene Leavitt, with regards to their commitment to Excellence in the carnival and fair industry.

In 2002, when Guy Leavitt was elected to our national trade association’s board, the industry was struggling with an image and guest perception problem. He and wife Charlene, whose father’s show was named after, realized well before others in the carnival industry, that the quality and presentation of their midway was the road to greater guest satisfaction, repeat business and enhanced midway perception.

While it too our Board a while to realize he was right, thus began the Foundation for the Future program with the Quality Assessment Audit program. Some of the best minds among fair, amusement parks and carnivals began working on the audit program, utilizing some of the best industry standards. I hired some of the best, third-party auditors, mostly former Disney executives, and we gained the support of the IAFFE to begin this QA Audit Program in 2004.

Having worked closely with Guy on this program’s launch, I can honestly say he was an industry pioneer and the OABA’s Circle of Excellence founder in persuading other show owners to step up the plate and be audited. In fact, his show and many of their midway families and subcontractors, were audited and were among the first to achieve OABA’s Circle of Excellence recognition in 2004.

RCS has continued to improve its commitment to operations excellence over the years and besides the show itself being recognized as exceeding industry standards with their midway operation and commitment to ride safety and employee satisfaction. Other family members and subcontractors who have continuously operated with them over the years, have also
RCS’s Commitment to Excellence

achieved this OABA’s highest recognition, with continuous audits since 2004, and include the following:

Bishop Amusements  Fun Bix Concessions  Lopez Concessions
Mad Hatter Concessions  Morton Concessions  Odyssey Foods
Sixth Generation Rides  Trinity Concessions  T. J.’s Ice Cream
Trinity Concessions  Southern Cross Amusements

I am extremely proud to have Guy and Charlene, Chris Lopez and Ben Pickett’s continued involvement on our Board and especially Charlene’s Chairmanship of the OABA Excellence Committee, today.

Please don’t hesitate to contact me should you have any questions or need further information. Again, I have the utmost respect for what the RCS family has accomplished and the respect they have earned from the entire carnival and fair industry.

Sincerely,

Robert W. Johnson
President & CEO

cc: Guy and Charlene Leavitt, Ray Cammack Shows
EXPERIENCE AT LARGE EVENTS

Ray Cammack Shows has long term contracts and partners with some of the largest events in the country. At all of these events listed below RCS provides 100% of the midway. This consists of 65-85 rides, 50-60 games, 25-36 food stands and 100% integrated electronic ticketing of integrated POS terminals in all 3 entities. All of the events listed below have entertained more than 1 million guests in the years listed. RCS launched FunPass in 2007 and just completed its 13th successful season at all of these events with the program.

Providing Carnival Midways to Fairs with Attendance of 1 million or more (in the last 10 years)

OC FAIR
Contact Name: Ken Karns
kkarns@ocfair.com 714-708-1500
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING

LA COUNTY FAIR
Contact Name: Dale Coleman
coleman@fairplex.com 949-623-3111
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING

HOUSTON LIVESTOCK SHOW & RODEO
Contact Name: Mike Demarco 832-667-1000
demarco@hlrs.com
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING

SAN DIEGO COUNTY FAIR
80% GAME OPERATION, LARGE RIDE OPERATOR AND FULL ELECTRONIC TICKETING
2019

ARIZONA STATE FAIR
Contact Name: Wanell Costello
wanell.costello@azstatefair.com 602-252-6771
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING
IT Department

Our IT Department is like no other. RCS's IT Team represents over 70 combined years of dedicated carnival IT deployment. From the inception of FunPssas and Barcode ticking system in 2006, they have successfully set up, networked and managed nearly 50 Fairs of 1 million plus attendees.

Bil Lowry
Director of IT Services
20 Years Experience
20 Years with RCS

Jeanette Tanner
IT Administrator
25 Years Experience
25 Years with RCS

Tim Hargrove
Technical Support
7 Years Experience
7 Years with RCS

Brent Cederholm
Senior Field Tech
9 Years Experience
9 Years with RCS

Jaco Pienaar
Senior Field Tech
5 Years Experience
5 Years with RCS

Daniel Lee
Network Engineer
3 Years Experience
3 Years with RCS
Additional Requirements as stated in the Scoring Process

OR Chart for IT Department

Bil Lowry
Director of IT

Jeanette Tanner
IT Administrator

Daniel Lee
Network Engineer

Brent Cederholm
Senior Field Tech

Tim Hargrove
Technical Support

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Jaco Pienaar
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech
William Lowry, Jr.

6701 N 21st Street, Phoenix, AZ, United States • Phone: 602-574-4422 • Email: bil@rcsfun.com

LIFE'S WORK

TALENTS

IT Technology Guru, Writer, Designer, Graphic Artist and Business Executive

EXPERIENCE

RAY CAMMACK SHOWS

02/2001 – present

Director of IT

Laveen, AZ

20 Years - Senior IT Administrator, Systems & Network Engineer. Primary responsibility for Equipping, Staffing and Deploying the RCS FunPass Digital Ticketing System at over 65 large outdoor events of which the majority were 1+ million customers in size. Developed Mobile Server Systems and NOC including network Flight Decks and Training.

MEDIAFUSION.US

01/1994 – 02/2000

President

Phoenix, NY

6 Years - President & Founder, Mediafusion.US


Early Internet pioneer/web design. Branding Consultant & Trainer. Web Clients included TEJ Design in Minneapolis service 3M, American Express, Cargill & others.

IMT SOFTWARE DIVISION,

03/1989 – 08/1994

President

Scottsdale, AZ

5 Years - President of Interactive Media Technologies Software Division. Managed Software Teams for development of MultiMedia Editing Applications. Pioneer in Object+ software design. Committed to Tokyo as liaison with Investment partner, Canon. Managed the development of MARIAH, the first mixed-format media databases for audio, video and and graphics.

THE WILLIAM ISAAC COMPANY

01/1978 – 07/1988

Owner/President

Phoenix, AZ

10 Years - Founded in 1978 to become the largest independent Advertising Agency in Arizona. Serving a variety of retail and automotive companies. Annual Billing $1-3 million+. Award Winning commercial Art Director.

GRAPHIC INNOVATIONS

02/1970 – 10/1978

OWNER

PHOENIX, AZ

Graphics Design, Typography, Advertising & Printing serving Phoenix Area

EDUCATION

1968 – 1972

ARIZONA STATE UNIVERSITY

MAJOR BS TECHNOLOGY
Jeanette Tanner – RCS IT Administrator

Over 13 years' experience in setting up and configuring over 65 events with over 1 million attendance, including the set-up of the ticket pricing, Ticket Box POS and Mobile attendant devices and Klosks.

Main Administrator and support for everything FunPass (digital ticketing) related. Ticket Boxes, Klosks, Rides, Games, Food Concessions, Ticketing set up including wristbands and presales, events, and reports.

Successfully created training documentation and trained over 6,000+ Ticket Sellers and management teams.

Successfully Managed over 450 mobile scanners, both android and windows, Including programing and configuring.

Completed PCI DSS requirements for P2Pe certified devices. Created the PCI DSS Security Policy, Standards and Procedures for Ray Cammack Shows, Inc.

Acted as a final level of support for the most challenging customer service issues at over 65 events with attendance over 1 million.

Implemented a companywide PCI training program.

Identified and resolved network and software problems.

Experience with SonicWall, SolarWinds Network Management software, Motorola Wing Controller.

Programming and set up of digital and analog Motorola radios using MOTOTRBO Customer Programing Software.

30 Years in Carnival events.

13 Years as Main Administrator of the FunPass (digital ticketing) Program.
TECHNICAL SKILLS

- Operating Systems: Windows XP, 7,8,10, Mobile; Windows Server 2003, 2008; Mac OS X; iOS.
- Hardware configurations; Software installs; LAN connectivity; Technical Troubleshooting; User training/support; Customer service.
- Access points, omnidirectional wireless antennae, handheld scanner deployment and maintenance of the hardware.
- Digital image capture and manipulation; Photoshop, Bridge, Lightroom, Phase One.
- PC's; Apple Macintosh; Laptops; Printers, Cisco switches, Motorola/Symbol scanners.

PROFESSIONAL EXPERIENCE

Ray Cammack Shows, Network/ Ticketing Support Technician July 2013- Present
- Assist in setup of ticket booth and handheld scanner network at various State & County Fairs.
- Run ethernet cable from Cisco switches to ticket booths, terminate cables and test network connectivity.
- Monitor network health in Solarwinds.
- Insure proper operation of handheld scanners. Diagnose and repair any Windows Mobile operating system or software problems. RMA scanners for repair and configure new scanners.
- Diagnose and repair any network connectivity issues with point of sale terminals in ticket booths and food vendor sites.
- Install Cisco & Motorola access points in outdoor area to extend the operating range of handheld scanners.
- Configure and deploy new AP’s and monitor their performance in WiNG controller.
- Manage ticketing inventory, load value to bar coded stock, order new stock, ship stock forward to future events. Implement the design & print custom tickets with Zebra printer.

Alinco IT Inc Technical Support Representative November 2012- February 2013
- Technical support for Alinco customers via phone and e-mail through Auto Task ticketing system. Provide documentation of procedures used to troubleshoot and deploy solutions for customers.
- Create new users in Active Directory, Microsoft Exchange and Sonicwall SSL/VPN. Test and troubleshoot user issues with connectivity and e-mail flow on Exchange servers. Remote troubleshooting of user issues with Logmein, Join,me or shadow sessions in Citrix Management Console. Escalate issues to Pro-serv department when necessary.
- Add databases to Exchange servers, test e-mail accounts in OWA. Add servers to the Logmein portal and Solarwinds for monitoring. Configure SNMP service on servers to add nodes to Solarwinds.

The Gateworks Group, Technical Support Representative November 2011 – November 2012
- Provide technical support for guarded entry points that use Gateworks access control software via telephone and on site to security guards, property managers and residents.
- Troubleshoot proprietary software, printers, barcode scanners, hard drives, modems, signature pads and misc.
- PC, Windows XP and Windows 7 problems.
- Document all support cases using Longjump software. Remote troubleshooting with Logmein.
- 24/7 on call support rotation for approx. 90 Gateworks community clients and 15,000+ residents.
- Implement new computer systems on site. Configure & verify internet connections and replication to the company SQL server database.

EDUCATION
- Information Technology, Stanbridge College Irvine, CA GPA 3.91
- BA in Photography, Brooks Institute: Santa Barbara
- CompTIA A+ Certified
The Zpass system (branded for RCS as FUNPASS) "the system" is a digital ticketing and event management system that has been developed and designed specifically for the amusement industry. RCS has been operating this system at events for over 13 years.

The system offers park-wide features such as, parking, gate admissions, and midway (rides, games and concessions) management. All aspects of the system are fully integrated into a single accounting, management control, and reporting system.

A. Servers and Configuration
The RCS FUNPASS SYSTEM is a hybrid, local server SQL environment, integrated with cloud servers for real time backup, reporting, administration and Mobile App connectivity. Midway ticketbox transactions are transmitted to onsite servers via hardwired (fiber & ethernet) network*, backed up with a wireless (auto failover) Ubiquiti infrastructure. Scanner ticket redeems are transmitted wirelessly thru secure access points, and then via the wired network to local servers and then up to the Cloud. Mobile App ticket purchases transmit thru the user's cell service to the internet. Mobile app scans at Rides & Games are transmitted thru the local network...up to the cloud and out to the user's smart phones.

B. POS Hard Wired System
The system has a hard wired PCI Compliant POS system available for use by the 22nd DAA. The FunPass system is capable of accepting all forms of debit/credit cards, Apple Pay and Google Play. Cash and "Ready to Use" barcodes are accepted as well as "Offer to Buy" Barcodes. The system also accepts and tracks all payment methods received by seller and terminal. The system activates and generates new barcodes per transaction according to purchase. The seller may also split one sale into multiple "FunPasses" if requested by the customer.

The seller management system is tracked and recorded by a user ID system when logging into the POS terminals. Each sale is tracked by that seller, payment method and ticket type. They are 100% accountable for every sale they perform.

FunPass customers have the ability to track history, read balance, reload and manage tickets in several different ways. Our kiosks, FunPass app or through the FunPass services booths. Ray Cammack Shows has ready to use replacements on hand for POS terminals, scanners, kiosks and Ticketbooths should a need arise.
C. Credit Card Processing System
Yes, the 22nd DAA merchant account can be integrated and used with the system.

D. Pricing Structures-
Ticket sales are performed using touch-screen POS Terminals with integrated credit card EMV Chip Readers. The ticket seller can perform balance checks, sell cards and/or wristbands (when offered) and redeem coupons. The operator can only sell the options provided onscreen set up by the event coordinator. The ticket POS terminals offer up to 8 variable price ticket options and up to 12 Special Options. Specials are time-sensitive and will drop off the seller's terminal when the special's authorized sale time has been reached. This feature is controlled by back-office administration. All ticket box sales are tracked and reported, providing both volume and financial breakdowns by date and time.

Coupon redemption occurs in one of two ways. Some coupons can be taken directly to a ride, game, and/or concession stand where they are redeemed upon use. Others must be redeemed at a Ticket Box. All redemption takes place by scanning the FunPass barcode assigned to that coupon. All redemptions are tracked, and date/time sensitive reports are available that offer a breakdown by the special that was assigned to the specific coupon(s) redeemed.

E. 2019 Barcode Integration
Yes, the barcodes that were used in 2019 will be integrated into the FunPass system being offered for the 2020 San Diego County Fair. Any and all "Specials" that are set up through barcoded system have the ability to be tracked, including but not limited to- Presale, POP Wristbands and FastPasses.

F. Self-Service Kiosks
Ray Cammack Shows has had, through the years, many prototype kiosks and has worked with many consultants and companies to truly find the best solution for our outdoor environment and need for a quick sale solution. In 2018, RCS launched its 5th Prototype kiosk and is provide to now provide a minimum of 30 self service kiosks that are touch screen and easy to use. These kiosks are capable of reloading tickets, checking balance and have full integrated Chip/DNA P2PE compliant Credit card readers. They are state of the art design and we are constantly evolving to make purchasing tickets for our customers fast and easy, so that they may enjoy all the Fair has to offer instead of waiting in line to purchase tickets.
**G. Ticket Booths**

Ray Cammack Shows owns 25 ticket booths that have all been designed to have two forward facing windows side by side. These booths are all outfitted with 2 state of the art touch screen POS systems that are hard wired into the FunPass network. For the 2020 San Diego County Fair, the ticket-booths will be provided several weeks before opening and the 22nd DAA can provide and mount any and all signage or logos they desire. All booths are provided with Air Conditioning and real time cloud based security cameras that are able to be viewed through a web browser log in or through the smart phone App. RCS travels with back up POS terminals, 2-way radios, printers, scanners, ticket booths and air conditioners if ever needed.

All photos taken on October 5, 2019 at the Arizona State Fair.
H. Scanners

RCS will provide more than 400 Point Mobile PM80 scanners for use at the San Diego County Fair. Our scanners are the most robust state of the art scanners available. Both cards and wristbands can carry tickets or specials and are decremented (redeemed) at ride and game stations using wireless handheld devices. Once the users login to their respective stations, the pricing for that station is automatically retrieved. The operator selects the number of riders or players and the barcode on the card or wristband is scanned. In the case of the App, the QR code displayed on the phone is scanned. The system then decrements the appropriate number of tickets or in the case of specials the number of ride/game credits. The system tracks and provides volume and financial reports at the Ride/Game level as well as rolled up to the Event Level.

I. Configuring of Scanners.

RCS will provide all configuration of scanners prior to opening of the San Diego County Fair. On the backend of FunPass in the Venue Maintenance all "Stations" will be set up for amount of tickets to be decremented by the scanners. Our scanners have multiple tier ticket capability specifically for games. RCS IT Department will store, charge, and manage all inventory of scanners for the duration of the Fair. RCS has more than 10 extra scanners on hand at all times should the need arise.
J. Customer Service Booths

Ray Cammack Shows owns 4 customer service booths that are all available to the SanDiego County Fair if needed. RCS provided 2 customer service booths in 2019, one in Fair's Kid Zone and one in Fair's Kid Zone. These booths are 2 years old and meet any requirements needed in order to assist customers. Customers can track history, check balance, request refunds, and answer any digital ticket issues while offering basic customer service.

Photo taken on October 25, 2019 at the Arizona State Fair in Phoenix, Arizona

K. Customizable Reports

Reporting: The system provides 85 management reports. All reports are Event, Date, and Time specific. This includes financial, sales volume, audit, and labor reports. Cloud based report server allow for real time minute to minute access. Any customized reports are able to be requested through the software developer and are usually a very quick turn around. Our reports may also be downloaded into Excel format to allow for any customization.
L. Security Measures for Credit Card Data

Ray Cammack Shows is committed to protecting consumer credit card data in compliance with the Payment Card Industry Data Security Standard (PCI DSS). Our alignment with this standard is reflected in our people, present and future technologies, and processes we are developing and deploying. RCS stores no customer sensitive information or credit card holder data; utilizes P2P encrypted devices and a PCI Compliant Gateway.

M. Daily Financial Data

The reports available through the system are accessed through any web browser. The 22nd DAA finance department can access these reports that will provide any and all information they need.

- Daily Ticket Box Summary (by payment method, ticket box seller, kiosk, online, pre-loaded, pre-sale and more) all broken down by ticket type
- Period Totals All (redemption report by ride, game and sales summary by POS)
- Period Totals All Kiosks (solely kiosks sales by type)
- Seller Reconciliation (integrated credit card sales, this report automatically pulls forth sales and payment method to track how sellers reconcile. It also keeps a running total by seller).
- Independent Settlements (automatically generates settlement reports from the financial information in the system)
- Any custom reports needed by Financial Department will be provided.
- Any report can be exported to Excel for full customization by the 22nd DAA Financial Department.
N. Heavy Walk Up Traffic
FunPass has been used at the country's largest events for well over 13 years. It has handled, without a single major failure, daily crowds of over 190,000 people. All the system redundancies that are put in place are to handle the largest crowds possible. No other system in the country has handled crowds of the same magnitude. FunPass has successfully handled over 65 events, the majority of which are 1 million or more in attendance.

Pictures taken at the 2019 Houston Livestock Show & Rodeo the #1 Event ranked by attendance in the USA.
0. FunPass App

The FunPass App is the only App in our industry that can offer the guests a Line-Free Experience. The App allows the guest to both purchase passes as well as register passes that have been purchased at ticket boxes and/or kiosks. The guest can also share their passes with family and friends.

The App is offered for both iOS and Android smart phones.

*Purchase Passes:* The guest can purchase passes within the App and use their smart phone to access both rides and games.

*Registering Passes:* The App enables the guest to register passes that were purchased at a Ticket Box or Kiosk. Once they've registered the pass, they have the ability to either use their phone to access rides and games and/or continue using their paper passes as well. This gives them the ability to avoid lines by being able to add value to the pass using their phone. This feature allows us to collect email or phone information if requested by our Fair Partners for marketing purposes.

*Share Passes:* Guests are provided the ability to share passes, using the App, with family and friends.

*View History:* The App enables the guest to view the history of their passes. They were previously only able to do this by going to Guest Services or standing in line at a Ticket Box.

*Payment Method:* The App currently accepts credit card payments only. The guest is provided the option to make a one-time purchase with their credit card or have their card stored (in the gateways digital vault) for future purchases within the FunPass App.

*Coupon:* (currently in development):

In May of 2018, we began the development of our *Coupon Feature.* The coupon feature will enable guests to redeem promotional packages by scanning a Redemption Code that they have previously received. Once redeemed, the coupons associated with that promotional package is displayed in the FunPass App. Guests present their barcoded coupons at rides, games, and/or concession stands using their smart phone. When the ride, game, or concession representative scans the coupon and it is redeemed within the system. The coupon can only be used for its intended purpose and is decremented very similarly to the way a ride or game pass is decremented. Just like ride/game passes, the guest can view the history of where and when the coupon was used.
Q. Digital Ticketing Services
The system will be completed installed, configured and tested in all aspects for the successful launch of the San Diego County Fair prior to June 3, 2020. All maintenance and configuration of scanners, kiosks, App, and POS terminals will be completed to everyone's satisfaction. RCS has deployed FunPass at over 65 events of which the majority have had attendance of 1 million or more guests successfully. And our plans are to continue that streak of success. There will be constant 24/7 support from our team prior to and during the event. All training will be completed by our qualified IT and Ticketing Staff. All system backups will be provided as well as cloud based servers needed to run reports. All real time customizable reports are available through the web browser of any computer or device. RCS will also be responsible for the safe and thorough tear down and removal of all equipment.
3.5 Digital Ticketing System Required Documents

A. Please see responses above for Statement of Scope/Work for the Digital Ticketing System letters A-Q

B. Please see attached diagrams and photos of hard wired system.

<table>
<thead>
<tr>
<th>Event</th>
<th>2019 Attendance</th>
<th>Years with FunPass</th>
</tr>
</thead>
<tbody>
<tr>
<td>Houston Livestock Show and Rodeo</td>
<td>2,506,263</td>
<td>13</td>
</tr>
<tr>
<td>Pima County Fair</td>
<td>324,000</td>
<td>13</td>
</tr>
<tr>
<td>Coachella Music Festival</td>
<td>21,000 riders</td>
<td>1</td>
</tr>
<tr>
<td>San Diego County Fair</td>
<td>1,500,000</td>
<td>1</td>
</tr>
<tr>
<td>OC Fair</td>
<td>1,390,000</td>
<td>13</td>
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<tr>
<td>LA County Fair</td>
<td>1,200,000</td>
<td>13</td>
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<tr>
<td>Antelope Valley Fair</td>
<td>225,000</td>
<td>10</td>
</tr>
<tr>
<td>Arizona State Fair</td>
<td>1,400,000</td>
<td>13</td>
</tr>
</tbody>
</table>

-RCS IT Traveling Network Operation & Seller Training Center-
Management and Configuration of all IT Systems including centralized Pricing and Software Update deployment.

Dell Datacenter Blade Server Rack including SonicWall Router, Cisco Core Switched & Equilogic SAN and UPS Battery backup.
RCS PAST 2019 EVENTS NETWORK

DIAGRAMS – The following illustrations are actual event network layouts from the server-based SOLARWINDS Network Management system.

All diagrams are from 2019 Events.

At the Houston Livestock Show & Rodeo, the RCS FunPass Network connects in-ground Fiber terminals around the property and converges at a central Cisco Fiber distribution switch. All switches are provided by RCS. This diagram show all wired & wireless infrastructure. This network model has been used for over 10 years.
San Diego County Fair in 2019, RCS deployed the same model as in Houston but without the fiber distribution switch. Fiber points were vlan'd by the Fair IT.

For 13 years at the OCFair RCS has deployed the same network model used in Houston. I.E. RCS provides the Cisco fiber distribution switch and Cisco 3650 managed switches at each fiber point as the primary network backbone and infrastructure.
The same centralized fiber architecture has been used at the LA County Fair for 10 years.

The Arizona State Fair is the only large RCS event that does not have in ground fiber. The entire primary network is ethernet wire and managed Cisco switches with Ubiquiti wireless failover redundancy.
RCS 24
Wired/Wireless network

RCS Carnival Midway
Wireless Infrastructure including HD High Capacity PFW (Public Facing WiFi) for mobile app coverage in the event of cellular coverage interruption.

All photos taken on October 2, 2019 at the Arizona State Fair in Phoenix, Arizona
Wired Infrastructure Nodes are secured in tamper resistant, weatherproof, lockable Cabinets

RCS's 24 Midway Ticket boxes are hardwired to the network and equipped with Wireless Backup Infrastructure nodes. Each POS system is hardwired to a Cisco 3650 switch. It is a fully managed spanning-tree network with fail-over wireless infrastructure.

All photos taken on October 25, 2019 at the Arizona State Fair in Phoenix, Arizona
EXPLANATION OF FUNPASS SYSTEM

Friday, November 15, 2019

To whom it may concern,

We at ZPass take security and data control very seriously. We are the guardians of the data and our clients, including Ray Cammack Shows, do not have access to their backend data. The only access our clients have to their data is through our online management console and our inquiry and reporting features. There are absolutely no circumstances where we do, or ever will, deviate from that from this model.

Sincerely,

Chris McNabb
President and CEO
ZPass, LLC
www.zpassevents.com
C. Electronic Ticketing System Security Protocols
While no system can prevent 100% of fraudulent Credit Card use, at no point does the RCS FunPass Digital Ticketing System retain customer financial transaction data. All CHD (cardholder data) is P2P encrypted through PCI DSS certified devices and data. All RCS FunPass Ticketbox POS terminals prevent manual entry of cc information.
- All transactions are processed and sent using standard encryption proposals
RCS FunPass does not store customer credit card information
All communications between on-premise and cloud servers uses Microsoft secured Virtual Private Networks (VPN)
All data stored on servers is protected by multiple layers of security including Microsoft security and SQL Security. As well as 2 Factor Authentication (2FA).

RCS has completed a PCI Attestation of Compliance. Instructions for keeping the card holder data secure is included in part of the ticket seller training. We use PCI certified compliant credit card machines. The machines encrypt the CHD from the swipe to the gateway (Point 2 Point encryption).

Upon successful award of the RFP, RCS will issue a P2Pe Payment Instruction Manual to the 22nd DAA Finance Department. General guidance for Face to Face payment processing and protection of devices; Face to Face payment should be done by staff authorized to do so as part of their duties.

Physical payment devices are subjected to visual inspection each day or before use. Equipment, cabling, and connections should be inspected for signs of tampering. The working area in the vicinity of the equipment should be checked for any suspicious devices.

When a payment is being made, the customer should enter their card in the payment device. Staff should not handle the customer's card unless they have the specific permission of the customer to do so. In which case, at no point should the customer's card be out of sight of the customer.

D. Training of the FunPass System for Operators

RCS will provide in house training in English and Spanish for the following:
- Ride and Game Operators on Scanners
- Ride and Game Owners on Scanners
- Ride and Game Owners on Reports
- Ticket Sellers and Ticket Supervisors on POS Terminals
- Ticket Management Staff on Reports
- Ticket Management Staff on Kiosks
- Ticket Management Staff on Guest Services
- Any and All other training requested by the 22nd DAA
WELCOME TO SCANNER TRAINING FOR RIDES AND GAMES SDCF 2019.

If you need assistance check with any RCS game attendant or RCS supervisor.

---------------------------------
FunPass Services available to help...
Text or Call the Tech department
480-231-5422
GAME DEPARTMENT AND PHILOSOPHY

GAME DEPARTMENT TEAM

The RCS Game Department Management team are some of the most innovative and honest people in the industry. Our main goal as a game department is to give back to the local communities we service in two ways. The First-through our expanding and successful Game Attendant Volunteer program. The Second is to fill our guests arm’s with as many teddy bears as they can hold.

STEVE CHARLESTON
Director of Games and Inventory
55 years Experience
30 Years with RCS

ANNE KASTL
Executive Director Games & HR
46 years Experience
36 Years with RCS

KELLY KNIGHT
Senior Games Supervisor
Water Race Specialist
46 years Experience
21 Years with RCS

DARRELL KNIGHT
Senior Games Supervisor
32 years Experience
21 Years with RCS

DJ VILLAREAL
Senior Games Supervisor
16 years Experience
16 Years with RCS

KURKY TREJO
Games LineMan
10 years Experience
20 Years with RCS

CAZZVILLE PLAATJIES
Games LineMan
10 years Experience
10 Years with RCS

ANDREA WEST
Inventory Manager
9 years Experience
9 Years with RCS

CLAYTON WEST
Games LineMan
25 years Experience
15 Years with RCS

MIKE GEE
Games LineMan
30 years Experience
25 Years with RCS

ANDRE LATEGAN
Games LineMan
8 years Experience
8 Years with RCS

DAVID WEST
Games LineMan
30 years Experience
25 Years with RCS

JACQUELINE GREEFF
Games LineMan
7 years Experience
7 Years with RCS

MARCOS MENDOZA
Games LineMan
32 years Experience
32 Years with RCS

MAGALY MENDOZA
Games LineMan
32 years Experience
32 Years with RCS

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OBJECTIVE

Our objective at RCS is to operate our games in an inviting atmosphere for our customer to enjoy our games and leave with smiles & arms full of toys.

EXPERIENCE

Owned, managed & operated games on RCS midway for 24 yrs prior to taking a position with them to design a game operation that enhanced the customer experience. For the past 14 yrs I have worked with the RCS management team to make this vision a reality. From traveling to numerous factories to insure we have quality merchandise for our guests to working with many high school students & athletic programs to staff our games. I have worked closely with the layout of our games to ensure we place the right games in the accurate location. I have participated in round tables at conventions in prior years to discuss the game stigma & what we can do as concessionaires to improve the operation. I have operated 7 games at the San Diego County Fair for over 10 years. I completed my High School education at Pius XI in West Allis, Wisconsin & joined the family business immediately after graduation. Summers were spent working with our family on the carnival which I am a 3rd generation in the business. This industry has changed immensely & I pride myself on being able to be a part of the CHANGE.
OBJECTIVE

Our objective at RCS is to operate our games in an inviting atmosphere for our customer to enjoy our games and leave with smiles & arms full of toys.

EXPERIENCE

Steve Charleston
Director of Games & Inventory

Owner & Operator of Charleston Concessions for 30 years prior to accepting a position with RCS 14 years ago.
Works closely with management on layout and specifics of game locations.
Layouts of all of RCS mobile units
Manages RCS inventory for game operation
Steve Charleston & Ann Kastl work closely on managing RCS game operation & staff.
Member of the following Trade organizations: SLA, ASA, OABA
3.7a Subcontractor Relationship Detail

RCS has 3 independent game concessionaires that contract with us on a full-time basis with their games. These 3 subcontractors also have working relationships as described below with RCS.

1. Ashlea Enterprises (Formerly dba Fubar)- Mike Ashcraft & JoAnne Leavitt
2. JACA Enterprises (Formerly Pinnacle Mgmt) Annie & Joe Kastl
3. Rogmic – Roger & Michele Leavitt

Ashlea Enterprises has owned and operated a Skeeball since 1993. Mike is a Senior Supervisor for RCS and JoAnne has over 30 years experience as an Office Administrator.

JACA Enterprises owns and operates 7 games at San Diego County Fair. Joe is a Senior Supervisor for RCS. Annie has been a consultant for RCS since the inception of the soft sale game operation that was established in 2006. Annie and Joe have owned and operated games with RCS since 1980.

Rogmic has owned and operated a Hi Striker game since 1990 with RCS. Roger is a Senior Supervisor for RCS and Michele is the Administrator of Ticket Sales for RCS.

All of the subcontractors have been a part of the soft sale merchandising game operation since it was established in 2006 on the RCS Midway. They have continued this same approach since then at the San Diego County Fair while booked as an independent game operator.

Since 2006, Ray Cammack Shows owns 80% of the games proposed in this contract for the San Diego County Fair. The subcontractors listed below are all the subcontractors that RCS is certain of their ability to operate the soft sale game approach that we believe is required to merchandise the maximum amount of prizes in a Non-Agent game environment.
CATALOG OF EQUIPMENT

RAY CAMMACK SHOWS OWNS MORE THAN 90% OF GAMES
All are available for the 2020 SDCF

GAME # 301- BALLOON POP RACE
Type: Adult/Child
Date of Manufacture: Refurb to new 2012
 Owned By: Ray Cammack Shows, Inc.
 Dimensions: 20 x 12
 Tickets Required: 8
 Prize Structure: Small and Medium
 Attendants Required: 2

GAME # 302- LIGHT UP WATER
Type: Adult/Child
Date of Manufacture: Refurb to new 2012
 Owned By: Ray Cammack Shows, Inc.
 Dimensions: 20 x 12
 Tickets Required: 8
 Prize Structure: Small and Medium
 Attendants Required: 2

GAME # 303- BANK A BALL
Type: Adult/Child
Date of Manufacture: 2017
 Owned By: Ray Cammack Shows, Inc.
 Dimensions: 32 x 16
 Tickets Required: 5, 9
 Prize Structure: Jumbo & Super Jumbo
 Attendants Required: 8

GAME # 305- BALLOON
Type: Adult/Child
Date of Manufacture: 2017
 Owned By: Ray Cammack Shows, Inc.
 Dimensions: 32 x 16
 Tickets Required: 5, 9
 Prize Structure: Mini, Small, Medium
 Attendants Required: 8

GAME # 306- RING A DUCK
Type: Adult/Child
Date of Manufacture: 2017
 Owned By: Ray Cammack Shows, Inc.
 Dimensions: 32 x 16
 Tickets Required: 5, 9
 Prize Structure: XLarge and Jumbo
 Attendants Required: 8

GAME # 307- FISH O MATIC
Type: Adult/Child
Date of Manufacture: 2017
 Owned By: Ray Cammack Shows, Inc.
 Dimensions: 14 x 14
 Tickets Required: 8
 Prize Structure: Mini, Small, Medium
 Attendants Required: 6

GAME # 308- GOBLET
Type: Adult/Child
Date of Manufacture: 2017
 Owned By: Ray Cammack Shows, Inc.
 Dimensions: 32 x 16
 Tickets Required: 9, 15
 Prize Structure: Mini, Small, Medium
 Attendants Required: 8

GAME # 309- TUBS
Type: Adult/Child
Date of Manufacture: 2017
 Owned By: Ray Cammack Shows, Inc.
 Dimensions: 32 x 16
 Tickets Required: 5, 9
 Prize Structure: Small and Jumbo
 Attendants Required: 8

GAME # 310- LITTLE SQUIRT
Type: Adult/Child
Date of Manufacture: Refurb to new 2019
 Owned By: Ray Cammack Shows, Inc.
 Dimensions: 18 x 12
 Tickets Required: 8
 Prize Structure: Mini, Small, Medium
 Attendants Required: 2
GAME DEPARTMENT AND PHILOSOPHY

CATALOG OF EQUIPMENT

RAY CAMMACK SHOWS OWNS MORE THAN 90% OF GAMES

GAME # 311- BASKETBALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 12
Tickets Required: 5, 9
Prize Structure: XLarge
Attendants Required: 4

GAME # 313- BASKETBALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 12
Tickets Required: 5, 9
Prize Structure: XLarge
Attendants Required: 4

GAME # 315- BREAK A DISH
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 ft
Tickets Required: 5, 9
Prize Structure: Small, Medium, Large
Attendants Required: 4

GAME # 316- RAINBOW
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: XL and Jumbo
Attendants Required: 8

GAME # 317- SKEEBALL
Type: Adult/Child
Date of Manufacture: Refurb to new 2019
Owned By: Ashlea Enterprises, LLC
Dimensions: 48 ft Lineup
Tickets Required: 7
Prize Structure: Mini, Sm, Med, XL, Jumbo
Attendants Required: 2

GAME # 318- BIG WATER
Type: Adult/Child
Date of Manufacture: Refurb to new 2018
Owned By: Ray Cammack Shows, Inc.
Dimensions: 44 ft Line Up
Tickets Required: 10
Prize Structure: Small, Medium, Large, XL
Attendants Required: 3

GAME # 319- BEER BUST
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Jaca Enterprises
Dimensions: 32 ft line up
Tickets Required: 5, 9
Prize Structure: XL and Jumbo
Attendants Required: 4

GAME # 320- MACHINE GUN
Type: Adult
Date of Manufacture: 2001
 Owned By: Ray Cammack Shows, Inc.
Dimensions: 30 ft Line up
Tickets Required: 9
Prize Structure: Super Jumbo/Bikes
Attendants Required: 4

GAME # 321- MACHINE GUN
Type: Adult
Date of Manufacture:
Owned By: Jaca Enterprises
Dimensions: 36 ft Line Up
Tickets Required: 9
Prize Structure: Super Jumbo and Bikes
Attendants Required: 4
GAME # 322- MINI BASKET BALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Small, Medium, Large
Attendants Required: 8

GAME # 324- ONE BALL
Type: Adult
Date of Manufacture: 2017
Owned By: Jaca Enterprises
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Super Jumbo
Attendants Required: 8

GAME # 325- RISING WATER
Type: Adult/Child
Date of Manufacture: Refurb to new 2019
Owned By: Ray Cammack Shows, Inc
Dimensions: 20 x 12
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 327- BALLOON BUST
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Jaca Enterprises
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 8

GAME # 328- TOP GLO
Type: Adult/Child
Date of Manufacture: 2019
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 12
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 329- TOP SPIN
Type: Adult/Child
Date of Manufacture: Refurb to new 2016
Owned By: Ray Cammack Shows, Inc.
Dimensions: 36 ft Line Up
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 330- BEER PONG
Type: Adult
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium, Large
Attendants Required: 8

GAME # 331- BIG BASKETBALL
Type: Adult/Child
Date of Manufacture: 2006
Owned By: Ray Cammack Shows, Inc.
Dimensions: 42 Ft Line Up
Tickets Required: 5, 9
Prize Structure: Small, Jumbo, Super Jumbo
Attendants Required: 4

GAME # 332- BOUY
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 7, 14
Prize Structure: Mini, Small, Medium
Attendants Required: 8

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GAME DEPARTMENT AND PHILOSOPHY

CATALOG OF EQUIPMENT

RAY CAMMACK SHOWS OWNS MORE THAN 90% OF GAMES

GAME # 333- ROLL A BALL
Type: Adult/Child
Date of Manufacture: Refurb to new 2020
 Owned By: Ray Cammack Shows, Inc
Dimensions: 28 Ft Line up
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 335- RING A BOTTLE
Type: Adult/Child
Date of Manufacture:
 Owned By: Ray Cammack Shows, Inc
Dimensions: 32 x 16
Tickets Required: 8
Prize Structure: Jumbo, Super Jumbo
Attendants Required: 8

GAME # 338- BASKETBALL
Type: Adult/Child
Date of Manufacture: 2017
 Owned By: Ray Cammack Shows, Inc
Dimensions: 20 x 12
Tickets Required: 5, 9
Prize Structure: X Large
Attendants Required: 2

GAME # 339- BASKETBALL
Type: Adult/Child
Date of Manufacture: 2017
 Owned By: Ray Cammack Shows, Inc
Dimensions: 20 x 12
Tickets Required: 5, 9
Prize Structure: X Large
Attendants Required: 2

GAME # 344- BUST ONE
Type: Adult/Child
Date of Manufacture:
 Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 4

GAME # 345- BANK A BALL
Type: Adult/Child
Date of Manufacture: 2017
 Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Small, Jumbo, Sup Jumb
Attendants Required: 8

GAME # 350- RUNNING WATER
Type: Adult/Child
Date of Manufacture: Refurb to new 2012
 Owned By: Jaco Enterprises
Dimensions: 20 x 12
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 351- BLOCK PARTY
Type: Adult
Date of Manufacture: 2017
 Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5,9
Prize Structure: Small, Medium, Jumbo
Attendants Required: 8

GAME # 352- MINI BASKETBALL
Type: Adult/Child
Date of Manufacture: 2017
 Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Small, Medium, Large
Attendants Required: 4

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GAME DEPARTMENT AND PHILOSOPHY

CATALOG OF EQUIPMENT

RAY CAMMACK SHOWS OWNS MORE THAN 90% OF GAMES

GAME # 353 - BALLOON BUST
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 4

GAME # 354 - BOUY
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 7, 14
Prize Structure: Mini, Small, Medium
Attendants Required: 4

GAME # 355 - BEER PONG
Type: Adult
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Med, Large
Attendants Required: 4

GAME # 357 - BALLOON BUST
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 8

GAME # 358 - WHAC A MOLE
Type: Adult, Child
Date of Manufacture: 2014
Owned By: Ray Cammack Shows, Inc.
Dimensions: 28 Ft Line Up
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 359 - RING A BOTTLE
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 8
Prize Structure: Jumbo, Super Jumbo
Attendants Required: 8

GAME # 361 - WHOPPER WATER
Type: Adult/Child
Date of Manufacture: Refurb to new 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 29 Ft Line Up
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 364 - RING A DUCK
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Xlarge, Jumbo
Attendants Required: 4

GAME #365 Goldfish
Type: Adult/Child
Date of Manufacture: 2017
Owned By: JACA Enterprises
Dimensions: 14 x 14
Tickets Required: 3, 9, 15
Prize Structure: Mini, Small, Large
Attendants Required: 5
GAME # 366 - RAINBOW
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required:
Prize Structure:
Attendants Required:

GAME # 367 - BIG WATER 2
Type: Adult/Child
Date of Manufacture: Refurb to new 2019
Owned By: Ray Cammack Shows, Inc.
Dimensions: 42 Ft Line Up
Tickets Required: 10
Prize Structure: Small, Medium, Lg, XLarge
Attendants Required: 2

GAME # 370 - KIDDE BASKETBALL
Type: Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 ft Line Up
Tickets Required: 9, 15
Prize Structure: Mini, Small, Large
Attendants Required: 2

GAME # 371 - DUCKY DERBY
Type: Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 4

GAME # 373 - RAY'S FISHING
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 5

Game #377 Beer Pong
Type: Adult
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Med, Large
Attendants Required: 4

GAME # 336 - HI-STRIKER
Type: Adult/Child
Date of Manufacture: 2018
 Owned By: RogMic Enterprises
Dimensions: 20 x 17
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium, Lg
Attendants Required: 2

GAME #375 - BIG WATER 3
Type: Adult/Child
Date of Manufacture: 2004
Owned By: Ray Cammack Shows, Inc.
Dimensions: 42 Ft Line Up
Tickets Required: 10
Prize Structure: Small, Medium, Lg, XL
Attendants Required: 2

GAME #312 - BASKETBALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 12
Tickets Required: 5, 9
Prize Structure: XLarge
Attendants Required: 4
Game #376- ONE BALL
Type: Adult
Date of Manufacture: 2017
Owned By: Jaca Enterprises,
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Jumbo, Super Jumbo
Attendants Required: 4

Game #378- Bottle Up
Type: Adult
Date of Manufacture: 2020
 Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 8, 15
Prize Structure: Jumbo, Super Jumbo
Attendants Required: 8

Game #379- Bottle Up
Type: Adult
Date of Manufacture: 2020
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 8, 15
Prize Structure: Jumbo, Super Jumbo
Attendants Required: 8
It is important to take note of the difference in the game operation on the RCS midway. RCS is the largest scaled carnival in the country to believe in a non agent soft-sale approach to gaming. Our philosophy is one of non-intimidation and quite simply put...the merchandising of teddy bears. Our goal is to give away as many prizes as possible while helping our guests to have the most enjoyable and memorable experience possible!

Ray Cammack Shows began as a primarily ride focused company in 1961 and after 44 years of refining it’s ride division Guy and Charlene Leavitt had one last mission to conquer. It was Guy’s vision and desire to change the negative stigma and experience offered by most carnival game operations. In 2005, he, along with two of the industry’s most experienced and innovative game operators, Anne Kastl and Steve Charleston developed together, the country’s largest soft sale game operation. Observing a soft sale focused carnival out of the Pacific Northwest was the perfect place to start. After a few years of planning, and with a lot of help from Mr. and Mrs. Burback from Funtastic Shows, Ray Cammack Shows ventured into the merchandising of teddy bears. The goal of staffing our midway games with friendly and approachable game attendants that would encourage guests to play games became a reality and has grown into a large-scale operation of success.

We now have evolved into an operation that has thousands of high-school and college based volunteer programs throughout the country annually. Starting in Houston, Texas at Kempner High School with the High School Football Coach in 2010, Anne Kastl has developed a program unlike any other. It now spans across dozens of schools and organizations throughout Texas, Arizona and California and provides our games with the type of game attendants we envisioned years ago. Our basketball games are staffed with local high school basketball teams, our other games with varying school organizations, sports teams and church groups. Over 75% of our game operation is locally sourced and staffed athletic, school and church organizations.
October 9, 2018

Guy & Charlene Leavitt
Ray Cammack Shows
Laveen, Arizona

Guy & Charlene,

Just wanted to take a few minutes and drop you a line to compliment you both on
your game operation. I have been observing your game operation since its
inception just a few years back. You should be proud. Your type of operation is
often professed by many in our business, but seldom carried out.

There is nothing that sets the tone of a carnival or fair more than a bad game
operation. Like you, we had to take over the games on our carnival because we
could not get the independent operators to have a liberal win policy. Like you, I
and the fairs we service have benefited greatly from the complete control the
ownership of all games gives.

Again... My compliments and hope that in the future you will be able to write
concession contracts at your fairs that lets you continue the large return to your
customers of those irresistible stuffed animals.

Warm Regards,

Ron Burchak
Past Chairman, Outdoor Amusement Association
Past President Showmen's League of America
Past President The Carnival Guild
GAME DEPARTMENT AND PHILOSOPHY

VOLUNTEER GAME ATTENDANT PROGRAM

Giving back to our local communities is one of the most important aspects of our business and to our family. In 2009, we ventured into a new idea of the typical game operator. We began by reaching out to local communities at all of our locations we travel to. Nothing goes hand and hand with a softer approach to gaming than local, good hearted kids wanting their fellow attendees to enjoy themselves.

Beginning with just a small group of high school sports teams, our Executive Director of Games, Anne Kastl, has grown this program into one helping dozens of schools, churches and sports groups at all of our events. In one event alone, she provides opportunities for over 800 high-school aged teens every year from all around the surrounding communities.

RCS truly enjoys getting to know these kids, their programs and what they are raising money for. More often than not, we supplement what they are raising funds for to help them reach their goal. We have enjoyed purchasing wrestling mats for schools that have never had before, to sending church groups on missions around the World. Learning about their goals and hopes for the future reassures us to know we are helping our future generations succeed. Almost as rewarding as seeing the prizes fly off the shelves, is knowing the kids behind the game counters are also being successful in their goals for the future.

OVER $500,000 IN FUNDS RAISED FOR LOCAL PROGRAMS
EXAMPLE PICTURES OF GAME OPERATION, ATTENDANTS, STOCK THROW AND APPEARANCE

Game Attendant at Rodeo Houston March 2019

Game Attendant at Rodeo Houston March 2019
Uniform Custom Game Tops - Taken Rodeo Houston 2019

Evidence of Operation in Large Crowds- Houston 2019
EXAMPLE PICTURES OF GAME OPERATION, ATTENDANTS, STOCK THROW AND APPEARANCE

Soft Sale Attendant helping customer- SDCF 2019

100% LED Lights in all games- SDCF 2019
GAME DEPARTMENT AND PHILOSOPHY

EXAMPLE PICTURES OF GAME OPERATION, ATTENDANTS, STOCK THROW AND APPEARANCE

Local High School Volunteer Game Attendants - HLSR 2019

Family Friendly Games - LACF 2019
GAME DEPARTMENT AND PHILOSOPHY

EXAMPLE PICTURES OF GAME OPERATION, ATTENDANTS, STOCK THROW AND APPEARANCE

Cleanliness and Attention to Detail - SDCF 2019

Friendly Game Attendants - OCF 2019
EXAMPLE PICTURES OF GAME OPERATION, ATTENDANTS, STOCK THROW AND APPEARANCE

25 % Minimum Stock Throw- OCF 2018

Game Stock Inventory- SDCF 2019
SAMPLE PHOTOS OF GAME SIGNAGE USED IN GAMES.

Sample Game Signage- SDCF 2019

Sample Game Signage- ASF 2019

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SAMPLE PHOTOS OF GAME SIGNAGE USED IN GAMES.

Sample Game Signage - SDCF 2019

Sample Game Signage - ASF 2019
CUSTOM INVENTORY TRACKING SOFTWARE

Ray Cammack Shows began its search for an inventory tracking system that would enable them to ensure a 25-30% stock giveaway daily.

After lots of research the team realized that an off the shelf system just wouldn’t work. Since there are no other similar game operations of its size using a system like this, the team would venture into a custom software program. After many years and many different companies, RCS finally found a programmer and a system that would work. Anne Kastl and Steve Charleston developed from scratch a very robust inventory tracking system for the game department, the only one of its kind. Upon delivery, the items are tracked from the inventory warehouse and remote warehouses by a barcode system. This system allows the game managers to monitor, order, and ensure our stock giveaway is always within our required threshold.

Ray Cammack Shows is one of the largest distributors of plush in the country. We have recently began to outsource our inventory directly from the manufacturers and have the capability of customizing and branding items for each individual event.
October 10, 2018

SUBJECT: Automation of RCS Fun Warehouse Function

BACKGROUND: Late in the year of 2013, RCS Fun management engaged Paladin Enterprises to develop and implement a state-of-the-art barcode driven warehouse management system. After an onsite feasibility study, key members formulated a unique design on how the system could be created and quickly implemented for the upcoming year of 2014.

The design had to accommodate rapid game booth stock upon midnight closure and the technology had to allow for implementation of the software to function when wireless Internet was not available at the start and end of a specific carnival event.

HISTORY OF THE SYSTEM: The initial implementation was to take a total “pen and paper” count/usage system to a computerized system with distributed handheld barcode scanners. The management team, over the years had formulated a superb Excel spreadsheet design and it was highly desirable to carry this output over to an automated system. Thus, the new design became centered around Excel spreadsheet data to create the system and keep it current and to output this same format for management reporting.

The initial system was installed on schedule and budget for the start of the new carnival year of 2014 that began in Houston, Texas. The system originally kept track of usage by each vendor’s unique UPC barcodes for every item purchased from the vendors.

The following year, in 2015, the team reassembled and drafted a new warehouse strategy defined as “price point stock pooling.” Under this concept, unique stock items were still received and tracked to vendor invoices by the vendor’s UPC, BUT once the items were matched to a packing slip, they were pooled into a specific “price point.”

This was implemented in the year of 2016 along with the addition of handheld tablets for game booth restocking requests. The tablets were much more visual in nature and they could give a restock person a one to four week stock usage history, price point by price point.

Year 2017 saw the advancement in management warehouse reporting strategies such as the inclusion of low balance reorder point triggers of certain stock items. This is a bit more challenging for a carnival that moves multiple times per year, causing fulfillment times for the same stock item to change from event to event. New reports were also implemented to help management in forecasting how much stock to order as an event winds down.

Year 2018 saw the implementation of more graphic reports into the system along with beginning to replace aging barcode hardware. A plan to potentially replace some or all of the existing hardware with RFID tagging has begun to surface at the present time and will be a part of the 2019 “constant improvement strategy” of our system.

Steven A. Cunningham | Principal Partner | 404-307-7106 | SteveCunningham@MindSpring.com
To whom it may concern:

My name is Michael Lauber. I am President of Fiesta concession. Fiesta is a plush toy manufacturer based in Los Angeles. Fiesta has been in the plush toy business since 1972, longer than any other amusement plush toy company operating in the U.S. today. We are members of the Toy Industry of America and I am a founding member of the Stuffed Toy Manufacturers Association.

Fiesta operates a retail plush division as well as an amusement division. Some of Americas biggest brands such as, Disney, Universal Studios, Nickelodeon, Lifeway Christian stores, Cracker Barrel, American greetings and Nordstrom's, to name a few that have entrusted Fiesta to manufactures their plush toys under private label.

Our amusement division currently sells every theme parks chain including Six Flags Theme Parks, Cedar Fair Theme Parks, Busch SeaWorld Theme Parks as well as 90% of the independent theme parks and travelling carnivals in the US. We also sell internationally to between 70-80 theme parks in Europe, Asia and the Middle East.

I have been selling plush toys to Ray Cammack Shows for over 30 years.

In my opinion, RCS is not only the finest travelling carnival in the business today but its compares to and exceeds most of the theme parks as far as guest experience, ingenuity, integrity, cleanliness, attention to detail and customer service and most importantly for the game player a very high win ratio. RCS plush purchases exceed most theme parks plush purchases for parks with similar yearly attendances. The win ratio has a direct impact on consumer satisfaction as equates to more satisfied winners.

The RCS reputation is impeccable in the amusement industry and is known worldwide. I have arranged personal tours of the RCS operation for representatives from Six Flags, Knotts Berry Farm (Cedar Fair Parks) Lagoon amusement park, HB leisure, game operators for Legoland in the U.S. and over 50 parks in Europe and the Middle East. The RCS staff has always been courteous and always willing to share operational information. Visiting and learning from the RCS staff is like taking an MBA course in advanced customer satisfaction.

The RCS game operation, and I can speak with expertise, is one of the best in the industry. The games are run to assure that the guest has a great experience through fairness, good quality prizes and no pressure. The staff is clean, polite and honest.

In my opinion, Ray Cammack shows has a set a standard that cannot be matched.

Michael Lauber
President Fiesta
Michael@Fiestatoy.com

Quality, Value & Service Since 1972
Visit us at: www.fiestatoy.com
Email: fiesta@fiestatoy.com
October 11, 2018

To whom it may concern,

Kellytoy has been in the plush toy business for 33 years, and is one of the largest suppliers of plush in the World. We sell to the Retail and Amusement Industries. We Design, Manufacture and Distribute our Plush Lines to Major Retailers, Amusement Parks and Carnivals in over 80 Countries.

Kellytoy is one of the key suppliers to Ray Commack Shows (RCS). For several years, RCS has been one of the leading purchasers of amusement and carnival prizes in the country. Their Operation is by far the best in the United States, in terms of always giving the feel and experience of an Amusement Park. Their Games have the Highest Quality and Hottest Trends in the Industry, and are very appealing to every customer out there on the Midway.

RCS does a wonderful job in running their operations, with courteous and very professional and experienced staff. The presentation of their games are always felt with the great touch of a dedicated team of employees, that create a unique atmosphere and excitement for the customers to play the games.

We are proud to be a key vendor of RCS, and are always excited to work with the buying team to create a unique prize experience, with the best possible value in the industry.

Thank you as always.

Sincerely,

Jonathan S. Kelly
CEO, Kellytoy Worlwide, Inc.
### 107 Donated Items - 19-Jun-19

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### 301 Balloon Pop - 19-Jun-19

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### 306 Duck - 19-Jun-19

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### 307 Frog - 19-Jun-19

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### 308 Goblet - 19-Jun-19

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<td></td>
<td></td>
<td><strong>$680.86</strong></td>
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<td></td>
</tr>
</tbody>
</table>
HR DEPARTMENT AND BACKGROUND CHECK

HUMAN RESOURCE TEAM

Our Human Resource Team is made up of several very talented people. It takes a tremendous amount of experience and knowledge to be able to hire, train and cultivate employees for the hundreds of positions available in a very short time frame. It has taken us 57 years to have the level of professionalism and ability to source, process and train employees that meet our very high-quality standards on our Midway. We could not accomplish this without our Team that head up our Employee Services and Human Resource Department.

ANNE KASTL
Exec. Director Human Resources
38 years Experience
38 years with RCS

MINDY FORRESTER
Director of Human Resources
32 years Experience
30 years with RCS

CHAD BENNETT
Director of Payroll
15 years Experience
16 years with RCS

TRACY CREASON
Traveling Employee Coordinator
36 years Experience
23 years with RCS

ROBIN WILLIAMS
Local Ride Employee Coordinator
6 years Experience
6 years with RCS

ALECIA VON TONDER
Local Game Employee Coordinator
6 years Experience
6 years with RCS

CHANEL MOSES
Uniform Depot Coordinator
3 years Experience
3 years with RCS

BIANCA VERMEULEN
Uniform Depot Coordinator
2 years Experience
2 years with RCS

LUIS MADRIGAL
Employee and Volunteer Coordinator
11 years Experience
11 years with RCS
HIRING PROCESS

1) Check in- If you have completed your online application please proceed to step 1.
2) Credentials- Please make sure you have you acceptable form of identification ready.
3) I.D. badging- You will be taking a picture that will go on your work I.D. badge. Smile for the camera.
4) Drug testing- All of our employees must be able to pass a pre-employment drug test screening. Be sure you can produce a sample before going to drug testing.
5) Orientation- Please silence all phones before entering the training center, make sure you enter the correct orientation class.
6) Check out- Proceed to the checkout step once you have completed all hiring process steps.

Custom Fully Mobile Employee and Volunteer Dispatch and Processing Center.

5 Fully Custom service windows for processing thousands of volunteers and local employees at every event.

Four Window Fully Custom Uniform Dispatch Trailer-
SAMPLE TIME CARD FOR EMPLOYEE. 100% OF RCS EMPLOYEES ARE PAID HOURLY AND OVERTIME IF SUBJECT TO OVERTIME.

Employee Time Card

<table>
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<td>193-Big Top Swinger</td>
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<td>193-Big Top Swinger</td>
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<td>193-Big Top Swinger</td>
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2018-02-27
T21:52:02-06:00

I agree to the above Hours and Paid Time.
SAMPLE TIME CARD FOR EMPLOYEE. 100% OF RCS EMPLOYEES ARE PAID HOURLY AND OVERTIME IF SUBJECT TO OVERTIME.
RE: OABA’s Circle of Excellence

October 10, 2019

Dear Sir/Madam,

I am submitting this letter of recommendation on behalf of Ray Cammack Shows (RCS).

RCS is an exemplary employer who’s standards far exceed industry standards in all measurable matrixes. RCS continues to raise the bar when it comes to attention to detail (both great and small — even as simple as knowing exactly where a trash can is placed or a safety detailed is displayed).

RCS goes to great lengths to create a value driven culture for their partners, employees, vendors, and patrons. Safety Training is a central and continuous focus as is accountability, professional presentation, and the absolute goal of wholesome family FUN.

Practical Employee Solutions (est. 1996, located in Frisco, TX) files H-2B Visa Temporary Labor Certifications for over 50 outdoor entertainment employers and 500 plus employers in other industries. As the Owner and Founder, I can attest without a single doubt, RCS is one of the leading trend setters when it comes to being an exemplary employer. They truly set the standards that others try to follow, but often come up short. Their workers are vetted, E-Verified, drug tested, and are held accountable for behavior while on the grounds of the events (on or off duty).

They accept change as a positive force. RCS understands the partnership with Fair Boards and at the end of the day understands you are only profitable, respected and honored when all partners can monetize their passion and FUN is the adjective that describes the experience. In my opinion, RCS sets the “Gold Standard” in safety, management, and operations of the carnival industry.

Sincerely,

[Signature]

Veronica Birkenstock
Owner
Practical Employee Solutions

Practical Employee Solutions
7776 Main Street
Frisco, TX 75033
O: +1 (972) 778-9690
F: +1 (214) 317-4004
Employee Housing:

RCS Sleeping quarters (bunkhouse) and RV regulations and requirements
Failure to comply may result in asking you to vacate the RCS Park.
RCS has adopted the OABA mobile sleeping guidelines, (see attached) in addition to
the RCS regulations.
Ray Cammack Shows has a goal of providing the industry’s best options for housing our employees.

We strive to purchase 2-3 new housing quarters per year in order to replace worn out or tiring trailers. We provide rent free, high quality living to our employees and adhere to the industry’s strictest guidelines and more.

Each employee is given their own room with sometimes shared rest room accommodations. RCS provides laundry trailers as well as full laundry services if desired by the employee. This helps to ensure the highest quality uniform cleanliness that we require.

It is our goal to provide the best living arrangements for our employees so that they may come to work fully rested and happy. We believe that in our “small town” we must provide all the necessities that anyone could need while on the grounds.

Our small traveling store provides basic toiletries, basic trailer supplies, snacks, bedding and some clothing. Our full service laundry and also a coin operated laundry is also available to our employees.

RCS adheres to a strict curfew policy, a strict no-smoking in the room policy and many more. These are items that are listed in our Living Quarter Handbooks that is available for your review should it be requested.

- Spacing Requirements
- Pet Policies
- Children Policies
- Curfew
- Cleanup Expectations
- Fire Extinguishers and Smoke Detectors
- First Aid Kits
- Smoking Policy
- Fire Prevention Requirements
- Outside and Inside quality control
- Cooking Outdoors Requirements
- Outside Light Requirements
- Tables, Chairs and Overhead Awning Requirements
- Restrooms
- Maintenance Expectations
- Bike Policy
- Parking Policy
Ray Cammack Shows believes there are 4 key items needed to maximize revenue in the game department. Game Attendants, Merchandise, Strategic Placement of Games and Promotions. If all tools are implemented to best of the operator and the partner Event's ability both will benefit.

RCS proposes that in the 2020 San Diego County Fair they would like to continue to provide local high school and college students along with our staff to operate and entertain our customers while maximizing game revenue. By providing the country's largest soft sale game operation to our guests we are creating an atmosphere that invites the guests to stay longer and enjoy their experience. This will be measured in higher per-cap not only in the game revenue but will carry over all entities of the San Diego County Fair.

RCS' goal is to give away as many teddy bears and prizes possible. We LOVE to see our guest's arms and "Brag Bags" absolutely full. We believe this is the best marketing tool we could ever invest in. If customers believe they will win they will continue to play. We will maximize revenue by continuing to travel to the country's largest trade-shows to pick out the trendiest and most desired items. We have also begun customizing and creating prizes that we believe make us stand out from the rest. Our goal is to in future increase minimum stock throw from 25-30% by working with our partners on financial arrangements that will allow us to do so.

The third item that ensures maximum game revenue is strategic placement of games throughout the midway. With our detailed reports accessible through FunPass we are able to gather information and pre-plan placement of games. We are also able to utilize the hourly reports to make "real time" changes in game operation, staff placement, and more. We utilize these reports and our many years of experience to ensure each event has the absolute best assortment of skill-based games placed in the optimum locations to draw maximum revenue.

Every customer at every event in the world is looking for the best deal available to them. By offering good promotions to these customers it benefits everyone. RCS plans on working with the marketing and ticketing staff at the San Diego County Fair to help obtain this goal. We have many years experience and data to back up different promotion options. We look forward to working with the knowledgeable staff at SDCF to maximize game revenue through promotions.
2019 San Diego County Fair - 53 games
2019 LA County Fair- 58 games

2017 Houston Livestock Show & Rodeo- 60 games
Online Service Provider:

Ticket CoStarts LLC is our current Online sales provider:

Rob Corbet Ticket CoStars LLC
51 S Fairview AVE
Dover, Ohio 44622

Ticket Costars charges a percentage fee of Sales as their fee for selling all Carnival Products online. “Sales” is defined as the collected product sale price and does not include Service Fees. There also is a one time software setup fee of $500.

The Service Fee charged to online Customers is under the control of the Fair and represents an additional revenue stream. Ticket Costars is capable of processing online credit card transactions through various gateways, including the 22nd DAA Merchant account. Ticket Costars meets all PCI requirements and is listed on the PCI Organization website as a verified Vendor, in addition Ticket Costars has an Attestation of Compliance.

RCS has worked with Ticket Co Stars for the last 10 years. We have sold Ready to use products that are redeemed directly at rides and games using a QR code. We have also sold PreSale and regular priced WB. These are redeemed through a ticket box on site at the event. The implementation of the online sales guidelines regarding the particulars of the “presale or other special” are controlled in the “setup” through ticket costar’s and on the backend through the FunPass Digital ticketing.
Previous and or Current Game Promotions:

Houston Livestock Show & Rodeo – Pre Sale Books sold

$50 Pre-Sale book inside offered 2
 coupons. Verbiage: Buy 1 Game and a
 Friend Plays Free. Value up to 12 tickets

$10 Pre-Sale book inside offered 1
 coupon. Verbiage: Buy 1 Game and a
 Friend Plays Free. Value up to 12 tickets

Pima County Fair, Orange County Fair & Arizona State Fair

$3 games. FunPass system sets ticket value to deduct during promotion times and once time is
completed, FunPass system will go back to original value price games. Wednesday 12-6pm.

San Diego County Fair – SDCF (2016-2019), Los Angeles County
--(AVF has their own booklet savings)

Offered Passport to Savings Coupon.
Verbiage: Buy 1 Game and a Friend Plays Free. Value up to 12 tickets. Some game
exempts, cannot be combined with other promotions or coupons.

OCFair, Antelope Valley Fair, Los Angeles County Fair & Arizona State Fair

Unlimited Ride Wristband offers 2
Free Games (redeem via scan barcode on wristband). $5.00 revenue goes to
Games($2.50 per game scan).

Ray Cammack Shows has worked with their Fair Partners to implement various game promotions over
the years. All with the intent to increase revenue and give the customer an incentive or deeply
discounted value to drive more revenue to the games. The most successful promotions have been
added games to our wristbands and Buy One Get One Free Coupons. We have seen over 30% 
increase in revenue after implementing the wristband promotion alone. The BOGO coupon allows RCS
to demonstrate the ease of winning a game and push more impulse players that might not have ever
played a game prior.
3.7M List of Subcontractors

RCS has 3 independent game concessionaires that contract with us on a full-time basis with their games. These 3 subcontractors also have working relationships as described below with RCS.

1. Ashlea Enterprises (Formerly dba Fubar)- Mike Ashcraft & JoAnne Leavitt
2. JACA Enterprises (Formerly Pinnacle Mgmt) Annie & Joe Kastl
3. Rogmic – Roger & Michele Leavitt

Ashlea Enterprises has owned and operated a Skeeball since 1993. Mike is a Senior Supervisor for RCS and JoAnne has over 30 years experience as an Office Administrator. Ashlea operates and owns the Skeeball.

JACA Enterprises owns and operates 7 games at San Diego County Fair. Joe is a Senior Supervisor for RCS. Annie has been a consultant for RCS since the inception of the soft sale game operation that was established in 2006. Annie and Joe have owned and operated games with RCS since 1980. JACA operates games, 319, 321, 324, 327, 350, 365 and 376 listed in the game catalogue.

Rogmic has owned and operated a Hi Striker game since 1990 with RCS. Roger is a Senior Supervisor for RCS and Michele is the Administrator of Ticket Sales for RCS. Rogmic operates and owns the Hi-Striker.

All Pre-Agreements and Proof of Insurance is attached below
Independent Operator Pre-Agreement

This Agreement is between Ray Camaeck Shows, Inc. ("RCS") and TACA ENT INC. ("Operator"). RCS has received a Request For Proposal ("RFP") to operate the electronic ticketing and gate at the San Diego County Fair (the "Venue") during the period from 2020-2022 with two (2), one (1) year options to renew (the "Operations Period"). The Venue has required that RCS confirm the availability of independent operators that will be included in the RCS bid (the "Bid"). Operator represents, warrants and covenants to RCS as follows:

1. Operator desires to be included in the Bid to operate the equipment described on Exhibit A attached hereto (the "Equipment").

2. Operator has read the RCS form final Independent Operator Agreement (the "Final Agreement") and Operator understands the requirements for operating equipment at the Venue as set forth in the Final Agreement.

3. The Equipment is available for placement at the Venue for the entire Operations Period and Operator has not entered into any agreement or commitment relating to the Equipment that could prevent operating the Equipment at the Venue for the entire Operations Period.

4. Operator shall not participate in any other bids or make application to place the Equipment at the Venue, or any other fair, carnival or venue, other than through RCS unless and until the RCS Bid is formally rejected by the Venue.

5. Operator is the legal owner of the Equipment and has all authority necessary to enter into the Final Agreement and operate the Equipment at the Venue during the Operations Period. If Operator is not the legal owner of the Equipment, the legal owner of the Equipment is

6. Operator agrees that if the Bid is accepted and a Final Agreement is signed by RCS and Operator for operation of the Equipment at the Venue, Operator will not operate the Equipment at any other carnival, fair, amusement park or other venue during the Operations Period.

7. Operator acknowledges and agrees that this Agreement is for the sole purpose of confirming the availability of the Equipment upon which RCS may rely in submitting its Bid. If a Final Agreement is consummated, Operator acknowledges that it will be renewed on a year to year basis at the discretion of RCS and after a operation evaluation.

Operator:

By: [Signature]  
Its: [Signature]  
Date: 10/18/2019
### Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 10/11/2019

**Producer:** Kallf Insurance
2009 NW Military Hwy
San Antonio, TX 78213

**Insured:** JACA Enterprises Inc.
3500 Equestrian Trail
Phoenix, AZ 85024

**Certificate Number:** CL19101721940

**Revision Number:**

**This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.**

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**Description of Operations / Locations / Vehicles (ACORD 10):**

**Additional Endorsements (if any):**

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</tbody>
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**Certificate Holder:**

22nd ODA/Del Mar Fairgrounds
2296 Jimmy Durante Blvd
Del Mar, CA 92014

**Cancellation:**

**Should Any of the Above Described Policies Be Canceled Before the Expiration Date Thereof, Notice Will Be Delivered in Accordance with the Policy Provisions.**

**Authorized Representative:**

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE
(Named Third-Party)

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below.

4. Other Insurance

   a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect to work performed by you under written contractual agreement with said Third Party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

   Third Party to whom this endorsement applies is:

   22nd DAA/ Del Mar Fairgrounds
   2269 Jimmy Durante Blvd.
   Del Mar, CA. 92014

   Event Date: May 29 – July 12, 2020 (includes set up and tear down)

   Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work".

   ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent of the Policy)

Endorsement effective: May 28, 2020    Policy No.: MKL03300(renewal of)    Endorsement No.:

Named Insured: JACA Enterprises, Inc.

Authorized Agent

MHK/FF/198

MHK/FF/198

Page 106
POLICY NUMBER: MKL03300

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:


(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
INDEPENDENT OPERATOR AGREEMENTS & INSURANCE

POLICY NUMBER: MKL03500

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

THERE THE STATE OF CALIFORNIA, THE 22ND DISTRICT AGRICULTURAL
ASSOCIATION, THE SAN DIEGO COUNTY FAIR, THE RACE TRACK
AUTHORITY, THE CALIFORNIA DEPARTMENT OF FINANCE, THE
CALIFORNIA DEPARTMENT OF AGRICULTURAL SERVICES, THE CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE, THE CALIFORNIA FAIR
SERVICES AUTHORITY AND THEIR RESPECTIVE AGENTS, DIRECTORS,
OFFICERS, SERVANTS AND EMPLOYEES, ARE NAME ADDITIONAL
INSURED, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS
CONTRACT ARE CONSIDERED."POLICY PROVIDES A 30 DAY NOTICE OF
CANCELLATION FOR ALL LIMITS OF COVERAGE."Exeed San Diego County
Fair May 29 - July 12, 2008 (Excluding set up & tear down)

Location(s) Of Covered Operations

22nd District Fairgrounds
1240 Jersey Avenue, NW
Del Mar CA 92014

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who is An Insured is amended to
include as an additional insured the person(s) or
organization(s) shown in the Schedule, but only
with respect to liability for "bodily injury", "property
damage" or "personal and advertising injury"
caused, in whole or in part, by:
1. Your acts or omissions; or
2. The acts or omissions of those acting on your
behavior;
In the performance of your ongoing operations for the
additional insured(s) at the location(s) designated
above.

B. With respect to the insurance afforded to these
additional insureds, the following additional
exclusions apply:

This insurance does not apply to "bodily injury" or
"property damage" occurring after:
1. All work, including materials, parts or
equipment furnished in connection with such
work, on the project (other than service,
maintenance or repairs) to be performed by or
on behalf of the additional insured(s) at the
location of the covered operations has been
completed; or
2. That portion of "your work" out of which the
injury or damage arises has been put to its
intended use by any person or organization
other than another contractor or subcontractor
engaged in performing operations for a
principal as a part of the same project.
Independent Operator Pre-Agreement

This Agreement is between Ray Cammack Shows, Inc. ("RCS") and [Operator]. RCS has received a Request For Proposal ("RFP") to operate the electronic ticketing and gate at the San Diego County Fair (the "Venue") during the period from 2020-2022 with two (2), one (1) year options to renew (the "Operations Period"). The Venue has required that RCS confirm the availability of independent operators that will be included in the RCS bid (the "Bid"). Operator represents, warrants and covenants to RCS as follows:

1. Operator desires to be included in the Bid to operate the equipment described on Exhibit A attached hereto (the "Equipment").

2. Operator has read the RCS form final Independent Operator Agreement (the "Final Agreement") and Operator understands the requirements for operating equipment at the Venue as set forth in the Final Agreement.

3. The Equipment is available for placement at the Venue for the entire Operations Period and Operator has not entered into any agreement or commitment relating to the Equipment that could prevent operating the Equipment at the Venue for the entire Operations Period.

4. Operator shall not participate in any other bids or make application to place the Equipment at the Venue, or any other fair, carnival or venue, other than through RCS unless and until the RCS Bid is formally rejected by the Venue.

5. Operator is the legal owner of the Equipment and has all authority necessary to enter into the Final Agreement and operate the Equipment at the Venue during the Operations Period. If Operator is not the legal owner of the Equipment, the legal owner of the Equipment is [Operator].

6. Operator agrees that if the Bid is accepted and a Final Agreement is signed by RCS and Operator for operation of the Equipment at the Venue, Operator will not operate the Equipment at any other carnival, fair, amusement park or other venue during the Operations Period.

7. Operator acknowledges and agrees that this Agreement is for the sole purpose of confirming the availability of the Equipment upon which RCS may rely in submitting its Bid. If a Final Agreement is consummated, Operator acknowledges that it will be renewed on a year to year basis at the discretion of RCS and after a operation evaluation.

Operator:

[Signature]

Date: 10-18-19
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy/ies must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<table>
<thead>
<tr>
<th>INSURED</th>
<th>CONTACT</th>
<th>INSURER:ATTACHINGS COVERAGE</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rollins Insurance</td>
<td>Rolanda Makowali</td>
<td>Certain Underwriters at Lloyd's/</td>
<td>57786</td>
</tr>
<tr>
<td>2000 NW Military Hwy</td>
<td>San Antonio, TX 78213</td>
<td><a href="mailto:Rollins@rollins.com">Rollins@rollins.com</a></td>
<td></td>
</tr>
</tbody>
</table>

COVERAGE

CERTIFICATE NUMBER: CL19101721941
REVISED NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>GROUP/BUSINESS</th>
<th>POLICY NUMBER</th>
<th>EXPIRES</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>A</td>
<td>Y Y</td>
<td>01/20/2019</td>
<td>02/20/2020</td>
</tr>
<tr>
<td>OCCUR</td>
<td></td>
<td></td>
<td></td>
<td>1,000,000</td>
</tr>
</tbody>
</table>

| AUTOMOBILE LIABILITY | | | | |
| OWNED | SCHEDULED | AUTOS ONLY | | |
| EXCEPTED | CLAIMS MAINTAINED | | | |
| 02275 | | | |

| WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | | | | |
| ANY PRODUCERS WITHIN THE BUSINESS | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional schedules may be attached if more space is required)


CERTIFICATE HOLDER

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Page 110
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:


(If no entry appears above, Information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE
(Named Third-Party)

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below.

4. Other Insurance

a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect to work performed by you under written contractual agreement with said Third Party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Third Party to whom this endorsement applies is:

22nd DAA/ Del Mar Fairgrounds
2260 Jimmy Durante Blvd.
Del Mar, CA. 92014

Event Date: May 29 – July 12, 2020 (Includes set up and tear down)

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent of the Policy)

Endorsement effective: May 29, 2020 Policy No.: MKL03275(renewal of) Endorsement No.: 

Named Insured: Rogmic Enterprises

Authorized Agent

Page 112
INDEPENDENT OPERATOR AGREEMENTS & INSURANCE

POLICY NUMBER: MKL03275

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

THAT THE STATE OF CALIFORNIA, THE 22ND DISTRICT AGRICULTURAL
ASSOCIATION, THE SAN DIEGO COUNTY FAIR, THE 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. "POLICY PROVIDES A 30 DAY NOTICE OF
CANCELLATION FOR ALL LINES OF COVERAGE." Event: San Diego County
Fair May 29 - July 12, 2020 (including set up & tear down)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who is An Insured is amended to
include as an additional insured the person(s) or
organization(s) shown in the Schedule, but only
with respect to liability for "bodily injury", "property
damage" or "personal and advertising injury"
caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your
behalf;

In the performance of your ongoing operations for the
additional insured(s) at the location(s) designated
above.

B. With respect to the insurance afforded to these
additional insureds, the following additional
exclusions apply:

This insurance does not apply to "bodily injury" or
"property damage" occurring after:

1. All work, including materials, parts or
equipment furnished in connection with such
work, on the project (other than service,
maintenance or repairs) to be performed by or
on behalf of the additional insured(s) at the
location of the covered operations has been
completed; or
2. That portion of "your work" out of which the
injury or damage arises has been put to its
intended use by any person or organization
other than another contractor or subcontractor
engaged in performing operations for a
principal as a part of the same project.

CG2010 07/04 Copyright, ISO Forms MHK/F/073

Page 113
Independent Operator Pre-Agreement

This Agreement is between Ray Cmmsck Shows, Inc. ("RCS") and [Name], ("Operator"). RCS has received a Request For Proposal ("RFP") to operate the electronic ticketing and game at the San Diego County Fair (the "Venue") during the period from 2020-2022 with two (2), one (1) year options to renew (the "Operations Period"). The Venue has required that RCS confirm the availability of independent operators that will be included in the RCS bid (the "Bid"). Operator represents, warrants and covenants to RCS as follows:

1. Operator desires to be included in the Bid to operate the equipment described on Exhibit A attached hereto (the "Equipment").

2. Operator has read the RCS form final Independent Operator Agreement (the "Final Agreement") and Operator understands the requirements for operating equipment at the Venue as set forth in the Final Agreement.

3. The Equipment is available for placement at the Venue for the entire Operations Period and Operator has not entered into any agreement or commitment relating to the Equipment that could prevent operating the Equipment at the Venue for the entire Operations Period.

4. Operator shall not participate in any other bids or make application to place the Equipment at the Venue, or any other fair, carnival or venue, other than through RCS unless and until the RCS Bid is formally rejected by the Venue.

5. Operator is the legal owner of the Equipment and has all authority necessary to enter into the Final Agreement and operate the Equipment at the Venue during the Operations Period. If Operator is not the legal owner of the Equipment, the legal owner of the Equipment is

6. Operator agrees that if the Bid is accepted and a Final Agreement is signed by RCS and Operator for operation of the Equipment at the Venue, Operator will not operate the Equipment at any other carnival, fair, amusement park or other venue during the Operations Period.

7. Operator acknowledges and agrees that this Agreement is for the sole purpose of confirming the availability of the Equipment upon which RCS may rely in submitting its Bid. If a Final Agreement is consummated, Operator acknowledges that it will be renewed on a year to year basis at the discretion of RCS and after a operation evaluation.

Operator:

[Signature]

Date: 10/18/19

Page 114
INDEPENDENT OPERATOR AGREEMENTS & INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policyholder(s) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain losses may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:
Kufl儿 Insurance
2005 NW Military Hwy
San Antonio, TX 78213

INSURED:
Michael Ashcroft & Jo Anne Leavitt, DBA: Ashcoa, LLC
4135 W. Happy Valley
Scottsdale, AZ 85250

BEGIN:
02/01/2019

LIMITS:
$1,000,000

COVERAGES:

TYPE OF INSURANCE

POLICY NUMBER

COMMERCIAL GENERAL LIABILITY

ML03254

EXCEPTED OCCUR

02/01/2019 02/10/2020

AUTOMOBILE LIABILITY

COM Mercantile

06/01/2019 08/01/2020

EMERGENCY MEDICAL

ADDITIONAL EXCLUSION: LOSS OR DAMAGE TO VEHICLES

DESCRIPTION OF OPERATIONS:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION.

AUTHORIZED REPRESENTATIVE:

© 1980-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE
(Named Third-Party)

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other insurance and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below.

4. Other insurance

a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect to work performed by you under written contractual agreement with said Third Party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Third Party to whom this endorsement applies is:

22nd DAA/ Del Mar Fairgrounds
2260 Jimmy Durante Blvd.
Del Mar, CA. 92014

Event Date: May 29 – July 12, 2020 (includes set up and tear down)

Absence of a specifically named Third Party above means that the provisions of this endorsement apply “as required by written contractual agreement with any Third Party for whom you are performing work”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the Inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent of the Policy)

Endorsement effective: May 29, 2020  Policy No.: MKL03284(renewal of)  Endorsement No.:

Named Insured: Ashlea, LLC

Authorized Agent

MHK/FF/198

Page 116
POLICY NUMBER: MKL53284

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

22nd 03204 Midway Fairgrounds
2200 Jones Durazo Blvd
Oxnard, CA 93034

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to those additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service maintenance or repairs) be performed by or on behalf of the additional insured(s) at the location of the covered operation has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
POLICY NUMBER: MKL03284

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:


(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
Additional Items required as listed in Scoring Process Portion

1. Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints.

"Future Proofing" is RCS’s overarching Hardware, Software and Configuration strategy since the origin of FunPass Carnival digital barcode ticketing in 2006. All components and software assets are implemented with a minimum longevity expectation 5-8 years or more.

Critical hardware i.e. servers, ticket redemption scanners, POS terminal components, Network switching & wireless are intentionally ubiquitous and maintained with support contracts by primary, stable providers such as Zebra (Symbol), Motorola, Microsoft, Citizen, Cisco and Dell.


All IT Techs are evaluated, drug tested, certified and trained. The core staff has over 70 years combined Carnival Digital Ticketing experience. Note: RCS has never had a full failure of it's FunPass sytem since its introduction in 2006.

2. Explain in detail how presales will be conducted, the fullfillment of vouchers, preloaded digital devices etc.

"Presale" with the RCS FunPass Ticketing system are extremely easy and flexible. Because FunPass is based on QR Codes and Barcodes, RCS's events have been able to sell carnival tickets or vouchers either online, or in retail stores as preprinted coupons for a decade.

The pre-sale purchases can either require onsite "redemption" or be "ready to use"; meaning the customer can simply take their pre-purchased QB/Barcoded item directly to the Carnival midway and use at rides or games.

With the FunPass system, variable, randomized QBR/Barcode numbers are generated internally and transmitted to printers and/or online web sales providers digitally. All perimeters, (value, dates, tickets, etc.) pertaining to the eventual use of the barcode number groups are controlled in FunPass. A QR/Barcode can be anything from a single ride, game or food item, to a large number of rides and or games, over specific or unlimited date ranges.

Note: In the RCS FunPass Ticketing system, a set of QB/Barcode numbers with unique values for pre-sale or distribution are called "SPECIALS".
Fulfillment is entirely flexible. QR/Barcodes can be printed as coupons to be redeemed at a ticketbox or they can be printed as hard paper tickets or wristbands that are "Ready to Use"; no redemption step necessary.

QR/Barcodes can also be included in online distribution, i.e. Print at home web sales or promotions or use from the FunPass Smartphone App. The "value" on the ranges of Qb/barcode numbers is added or turned on/off separately from the generation of the numbers. This means numbers don't need to be activated until ready to use, reducing inventory security concerns and allowing RCS to cancel the value on QR/barcoded products in the event of fraud or theft.

3. Complete Failure Plan
Although FunPass has never had a complete failure in the last 14 seasons of operating on Ray Cammack Shows Midway there is always have a backup failure plan. Prior to any event RCS IT and the 22nd DAA will meet to update the Backup System plan.

The "Plan B" plan will require discussing the implementation of a paper ticket switch out system. All ticket sales staff, Accounting Department and operators will need to be briefed if such a Plan is put in place. This plan requires communication, training and experience on everyones part in order to succeed if ever required.

4. Credit Cards Integrated into the 22nd DAAs Credit Card Merchant System

The RCS FunPass Digital Ticketing System will point the Ticket Box POS credit card payments directly to the 22nd DAA merchant account by encoding the 22nd DAA Merchant URL. This will be authenticated with a user name and password provided by the 22nd DAA merchant services provider.
6. Customer Service Representation

RCS will provide 2 “FunPass” Customer Service booths for use at the San Diego County Fair. We will offer to co-staff them with a 22nd DAA employee should the 22nd DAA so choose. RCS has a full staff of customer relations employees that have over 60 years combined experience at your service. These customer service booths allow customers to:

- Obtain refunds if required
- Track history of cards
- Split tickets amongst multiple cards
- Replace lost or stolen FunPasses with proof of purchase
- And many more.

These Guest Service booths are state of the art fully equipped with Network, LED Lighting and Climate Control. RCS will remove the RCS logo and replace with the FunPass logo before the San Diego County Fair.

Linda and Bill Kling have over 50 years experience as Guest Service Managers and are available for the San Diego County Fair 2020-2023. They have 3 qualified and full trained staff that have worked for at least 3-5 seasons as Guest Service attendants.
FINANCIAL PROPOSAL FORM
RFP #19-04

In order to submit a financial proposal, the Proposer must abide by all of the parameters as set forth in this RFP. This Financial Proposal Form is submitted for the entire work as described, and shall be used for comparison and evaluation purposes. This form may not be modified. Any changes made to this form, including but not limited to exceptions, deletions, or additions, may be the basis for rejection of the Proposal. Certified small business Proposers who have included in their proposal a copy of their Small Business Certification Approval Letter shall be granted the applicable preference. The preference shall not exceed five percent (5%). The financial proposal is worth up to 100 points. The financial proposal that offers the highest percentage of gross sales from the carnival game operations to the 22nd DAA shall receive 100 points. The score for each of the other financial proposals shall be determined utilizing the following formula: divided the percentage of gross sales included in the financial proposal by the highest percentage of gross sales, then multiplied by 100 points (e.g. 25% ÷ 30% = .83 x 100 = 83 points). See Section 5.3.4 of this RFP for more details regarding scoring of the financial proposal component of this RFP. The financial score will be added to the technical score to achieve the over-all score for each proposer.

- In the event of a tie, contract shall be awarded to the Proposer with the higher score on the Technical Section.
- In the event of a tie on the Technical Section between two Proposers, the tie will be broken by the toss of a coin by the Contracts Manager, or designee, in the presence of any authorized representatives of the Proposers. In the event of a tie on the Technical Section 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 Contract's Manager, or designee, shall be the deemed the winning Proposer.

Line Item #1: As described in the Statement/Scope or Work, the Proposer must provide, install, and maintain a complete and fully operational digital ticketing system for all rides and games at the SD County Fair at no cost to the 22nd DAA. In exchange for this valuable system, the 22nd DAA will authorize the Proposer to operate all but one of the carnival games at the SD County Fair for the duration of the fair. Proposer shall share with 22nd DAA a percentage of the gross sales from the game operations at the SD County Fair. The percentage of gross sales offered by the Proposer shall be fixed for the duration of the contract. The minimum allowable share to the 22nd DAA is twenty six (26%) percent.

Line Item #2: All labor, materials, equipment, taxes, fees or other costs to provide (1) the digital ticketing system for all rides and games at the SD County Fair and (2) the carnival game operation at the SD County Fair shall be the responsibility of, and paid for entirely by, the Proposer. In exchange, the Proposer will receive a portion of the gross revenue from the SD County Fair carnival game operation, less the 22nd DAA's percent share (Line Item #1). The only exception to this is the "rental fee" for digital ticketing system scanning devices that must be used by ride operators during the SD County Fair. The 22nd DAA will charge each ride operator its share of this pass through cost. The rental fee for the handheld digital ticketing system scanning devices will be for the duration of fair, fixed for the contract term and shall not exceed $400.00 per handheld digital ticketing system scanning device per year. No other costs will be allowed under the resulting agreement from this RFP.

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 1 of 2
FINANCIAL PROPOSAL FORM (Continued)

RFP #19-04

Proposer offers to provide the digital ticketing system and carnival game operations for the San Diego County Fair as described in the statement/scope of work of this RFP and detailed above for their share of game revenue, with the exception of the rental fee for the handheld digital ticketing system scanning devices. The 22nd DAA will receive the percentage of gross game revenue stipulated below. All other costs, including all labor, materials, equipment, fees and California sales tax if applicable will be the bournon of the Proposer.

<table>
<thead>
<tr>
<th></th>
<th>22nd DAA’s Share of the Annual Gross Revenue from Carnival Game Operations. The 22nd DAA’s share may not be less than 26%</th>
<th>26 %</th>
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</thead>
<tbody>
<tr>
<td>#1</td>
<td>Hand Held Wireless Scanner Annual Rental Fee (NTE $400.00 each per year)</td>
<td>$ 225.00</td>
</tr>
</tbody>
</table>

Are you claiming preference as a small business?  

_____ Yes  

X No  

If yes, Proposer must submit the Small Business Certification Approval Letter with the technical proposal package. All Proposers must provide the following information and sign this form in order for the “Financial Proposal Form” to be considered.

Ray Cammack Shows, Inc.  

FIRM NAME

4950 W Southern Avenue  

COMPLETE MAILING ADDRESS

Laveen, AZ 85339  

CITY, STATE, ZIP CODE

FEDERAL IDENTIFICATION NUMBER  

602-237-3333  

TELEPHONE NUMBER  

602-237-2753  

FAX NUMBER

Proposer certifies to the 22nd DAA that Proposer has thoroughly familiarized him/herself with the terms and conditions of this RFP and any addenda, and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the RFP would have revealed. Important: It is the Proposers responsibility to ascertain and confirm, they have received all addenda issued to this RFP before submitting a proposal. The Proposer must acknowledge their receipt of all Addenda in the space provide below. Your failure to acknowledge all Addenda will result in your proposal being found non-responsive.

List and acknowledge all addenda here: Addendum #1 and Addendum #2

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

Benjamin H. Pickett. Vice President  

PRINT NAME & TITLE

Nov 1, 2019  

DATE

RETURN THIS FORM WITH YOUR PROPOSAL  

Financial Proposal Page 2 of 2
RFP 19-04
DIGITAL TICKETING SYSTEM AND CARNIVAL GAME OPERATIONS
PRESENTATION
of
RAY CAMMACK SHOWS, INC.

22ND DISTRICT AGRICULTURAL ASSOCIATION
BOARD ROOM, DEL MAR FAIRGROUNDS
2260 JIMMY DURANTE BOULEVARD
DEL MAR, CALIFORNIA

THURSDAY, DECEMBER 12, 2019
5:00 P.M.

REPORTED BY: Kathryn L. Edwards, CSR No. 7288

Peterson Reporting Video & Litigation Services
Presentation 12/12/2019

1 IN ATTENDANCE
2
3 FOR 22ND DISTRICT AGRICULTURAL ASSOCIATION:
4  Patty Cameron, Midway Admissions Supervisor
5  Mike Ceragioli, Contracts Manager
6  Lena Jouldjian, Box Office Manager
7  Carlene Moore, Deputy General Manager
8  Katie Mueller, Deputy General Manager
9  Kevin Rigsbee, Communications Manager
10 Ron Rogers, I.T. Manager
11 Frederick Schenk, Board Director
12 Rita Walz, Chief Financial Officer
13
14 FOR RAY CAMMACK SHOWS, INC.
15  Ben Pickett, Vice President
16  Joy Pickett, Chief Financial Officer
17  Ann Kastl, Executive Director of Games and H.R.
18  Bill Lowry, I.T.
19
20 DEL MAR, CALIFORNIA, THURSDAY, DECEMBER 12, 2019
21 5:05 P.M.
22 ---o0o---
23
24 MIKE CERAGIOLI: My name is Mike Ceragioli.
25 I'm the contracts manager here, and I really
26 appreciate you coming out here and taking your time to
27 come in here and give us a presentation.
28 A couple things I wanted to say up front.
29 You can't add to your proposal or change it in any way
30 during the presentation. You're basically giving us a
31 presentation on what you guys gave us in writing. I'm
32 limiting it to one hour, and that's what we've done
33 for the other proposers. So I will take a -- start my
34 little timer on my phone here, and I'll kind of give
35 you a heads-up when you get close to the end.
36 You can take an hour. If you can get it
37 done quicker, that's fine, too. And then after you're
38 done, our panel here may have some questions for you.
39 JOY PICKETT: Okay. So after the
40 presentation we'll do some Q and A?
41 MIKE CERAGIOLI: Correct. The
42 What I'll do is we'll start on this end.
43 We'll let everyone introduce themselves.
44 RON ROGERS: Hello. My name is Ron Rogers.
45 I'm the I.T. manager here at the fairgrounds.
46 KEVIN RIGSBEE: Kevin Rigsbee, the
47 communications manager.
48 CARLENE MOORE: Carlene Moore, one of the
49 two deputy general managers.
50 FREDERICK SCHENK: Hello again. I'm Fred
51 Schenk. I'm a director on the board of the 22nd DAA
52 Ag Association, and I chair Fair Operations for the
53 board.
54 KATIE MUELLER: I'm Katie Mueller, and I'm
55 the other deputy general manager.
56 PATTY CAMERON: I'm Patty Cameron, and I'm
57 midway admissions.
58 RITA WALZ: Rita Walz, CFO.
59 LENA JOULDJIAN: Lena Jouldjian, box office.
60 ANN KASTL: Annie Kastl, Executive Director
61 HR and games.
62 BILL LOWRY: Bill Lowry, Director of I.T.
63 BEN PICKETT: Ben Pickett, Vice President,
64 Cammack Shows.
65 JOY PICKETT: Joy Pickett, CFO.
66 MIKE CERAGIOLI: Nice to meet you guys.
67 ANN KASTL: Thanks for having us.
68 MIKE CERAGIOLI: You can begin your
69 presentation.
70 BEN PICKETT: First of all, I'd like to
71 start. Thank you for this opportunity to let us walk
72 through this process with you.
73 Our involvement with the San Diego County
74 Fair started back in the early '80s, '85 or '86. So
75 our relationship is not new. We have a long-standing
76 relationship, but not in this capacity. We have
77 attended the San Diego County Fair in the capacity of
78 rides, that's mainly our biggest relationship with
79 this. More recently we entered into, last year, with
80 our introduction to FunPass for San Diego County Fair,
81 and that's where we are today.
82 So we're gonna walk through some slides and
83 just kind of introduce and go over some of the bigger
84 concepts of the company.
85 So the company is owned by Guy and Charlene
86 Leavitt. The other folks have already introduced
87 themselves. Other than that, there's Chris Lopez, who
88 is the vice president of risk management, and Kim
89 Palmeri, the director of F&B.
90 JOY PICKETT: I'll just pipe in a little
91 bit. I'm third generation. My parents are both
92 second. "Ray Cammack" stands for my grandfather.
93 When my parents married, they joined both of their
94 parents' carnivals into one, after both of my
95 grandfathers tragically passed away. So '83 for one
Charlene actually sits on the board and is involved in the betterment of the industry as a whole. She's active in the industry trade organizations and sitting on the board with Chris Lopez, past chair, and Guy Leavitt, past president of the OABA, some of you might know. We've been participants and members of the executive process. That's why we wanted to introduce ourselves to the San Diego County Fair. So we put our route on the larger fairs that we attend each year, and you can see the longevity that we hold contracts with. But we really focus a lot -- A lot of people wear several different hats, but we focus their training and certifications in their specific areas. And there is a hierarchy, so a lot of cross-training also happens in those departments. We just wanted to show that off a little bit. As we go on here, this is kind of an overlay of our O.R. chart of the key personnel and the responsibilities and the people that report through different -- different departments. Joy, I'll let you touch on some of --

JOY PICKETT: We really feel this is something that sets us apart from other companies in our industry. As Ben said, and I wanted to elaborate a little bit, the average length of employment or subcontractors with our supervisor and upper management is 33 years. I head the accounting department for our company, and I am by far one of the youngest. And some of the women that are in that department are -- have been around longer than I've been alive.

BEN PICKETT: So although I'm the vice president of business development, I oversee the operations of all the rides and the purchasing of the entire company. So I have all 12 of our supervisors, that operate all of the rides, who report up through the executive process. Joy also oversees a multiple of different things, and Annie also oversees the gaming operation, as she pointed out earlier. And Bill oversees I.T. and gets to work with our fair partners. So --

JOY PICKETT: There's just a lot of strengths in those tiers, and that's why we wanted to show that.

BEN PICKETT: So we put on our route on the larger fairs that we attend each year, and you can see that -- the longevity that we hold contracts with, with our fair partners, the longest being the Spring Fling back in the -- since 1980. The larger fairs in California, L.A. County Fair in '85. We also point out that we've been with the San Diego County Fair since 1985. So our major route is California based. We're an Arizona-based company, but we spend the majority of our season here in California. We have residence here in Orange County. We have winter quarters in Perris, California. So there is -- You know, we have a large base here in California.

JOY PICKETT: And four of our events had attendance of over 1 million or more for at least the past the Circle of Excellence since its inception in 2004, not only as RCS being a recipient, multiple side companies that are associated with RCS also, subcontractors whether they be concessionaires, all the way through. So there's a total of --

JOY PICKETT: Twenty-two companies.

BEN PICKETT: -- 22 companies that participate, that are associated with RCS, that participate in Circle of Excellence.

Circle of Excellence is an initiative from the OABA. We've been participants and members of the Circle of Excellence since its inception in 2004, not only as RCS being a recipient, multiple side companies that are associated with RCS also, subcontractors whether they be concessionaires, all the way through. So there's a total of --

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Circle of Excellence is an initiative from the OABA, which is a trade organization in the Outdoor Amusement Business Association, that wanted to bring standards to carnival and concessionaire operators. So you had to meet requirements. You had to go through an auditing process that would essentially establish you as a quality operator. Again, we've been participants and recipients since 2014. OABA, some of you might know, Outdoor Amusement Business Association, Guy Leavitt, past chair, Chris Lopez, past chair. I currently sit on the board, along with Charlene Leavitt. So we're very active in the industry trade organizations and essentially the betterment of the industry as a whole. Charlene actually sits on the board and is involved with the Circle of Excellence and, essentially, lifting the bar of the industry for the participants.
last ten years.

We also participate in the Houston Livestock Show. It's not a fair, but it toggles between the first and second event in the country every year by attendance. Those fairs have full contracts with. So it's rides, food, games, and FunPass for all three of those entities.

BEN PICKETT: So this is just an oversight of the midways and what we do when we go into those larger events. Arizona State Fair, Antelope Valley, which is up in the high desert, Pima County, Tucson.

This is another industry publication that kind of points out those larger fairs and the events that we work with. To Joy's point, the -- you know, we attend -- participate with four fairs over attendance of 1 million people.

This is another thing that we think is important for us to point out. This is our crisis communication that's updated annually. And again there's overlays of our upper management and management, down to supervisors that participate in this crisis communication chart. And these are the things, as industry leaders, that we feel it's important to do and be innovators with, which goes into preplanning. Each year we gather together with our management team and plan out the year, and then before each major event we preplan for each event.

I just wanted to touch on the safety department. RCS is equipped with an entire safety department that comprises of Chris Lopez, Linda Kling, Alejandra, Paul, and Katie. This team oversees the safety requirements not only in our rides, but also in general midway and gaming.

Some of the things that we want to point out on the next slide here is the certifications. These certifications are primarily from the ride department and cross over into some of our game operators, but this is just to show the depth of the involvement we have with our management team. And, essentially, we have more certifications from AIMS certifications than -- which accounts for 10 percent of the total certifications that are handed out in the country, and we hold that with one company. We actually have more certifications than the state regulators here in California. And we also cross-train over and train our game department and our food department in that training, as well.

So here's a bit of a timeline on kind of the things that we've kind of implemented over the years.

going back into the early '80s. I've been involved why AIMS and NAARSO for 30-plus years, going all the way up into supervising companions and our fully themed signage through 2013.

Now the drug-free workplace, this is another important point we need to point out. RCS has the most extensive drug testing policy and procedures in the industry, bar none. We pre-employment drug test 100 percent of our company and then random test 20 percent of our company on a weekly basis. This happens whether it's at a small event or at any large event. This happens --

JOY PICKETT: From the CEO down.

BEN PICKETT: -- from the CEO, Guy Leavitt, all the way down to the last person.

To put it into perspective, at one event, pre-event we drug test 2700 people, pre-employment.

So we take it serious. It's the policy. It's not just a policy. It's a procedure. We believe in it. You know, our families are out there, your families are out there, and that's one thing that we hold core and strong to, that sets us apart from any other company out there.

So I'm gonna take a little break for a little bit, but we're gonna touch on, essentially, our game department and what we've done different is our passionate side, with Guy and Charlene, and it's something that we, as an executive and a company believe in. And Annie Kastl will share her testimony about her journey, and it will really shed light on the difference in what we do and how we do it, what sets us apart from any other company out there.

ANN KASTL: So it's my turn.

BEN PICKETT: Yeah.

ANN KASTL: So a little bit of background.

Oh, you want to do that first?

JOY PICKETT: We wanted to show a video.

It's a little bit more impactful, I think, rather than a slide show of our games, to really show the atmosphere out on the midway with our guests and our employees.

(Video playing.)

ANN KASTL: So a little bit of my background is 38 years with RCS. Prior to going to work for them 14 years ago, I owned my own game operation of 20 games. When Guy and Charlene proposed this concept, I was very eager to jump on board.

Growing up in the carnival industry, as I'm sure some of you well know, that the games always take a hard -- a hard time of "Oh, you can't win at any of them."
KATIE MUELLER: Could you repeat that?

ANN KASTL: 75/25.

KATIE MUELLER: Okay.

ANN KASTL: I'm hoping that -- One of the things that we started I want to say 12, 13 years ago, when we first went to Houston, it was really a struggle to get quality good kids to come to work and stay and work the event. So I reached out to some schools that were struggling with athletic programs and got them to set -- we set up a volunteer program for their high school that entailed the athletic group coach setting up the hours that they wanted for the company. We paid them way above the minimum wage for the hours worked, and then the kids were allowed to sign on to work for themselves for the rest of the school year. And it was our main goal to make sure that, number one, our customer always came first and that we flood our midway with Teddy bears. We always want our customers to be happy and to return to our midway. The other thing that I have to say, that we're pretty proud in doing, is the esthetic look of our employees. 25 percent are regular employees that travel with us, and the other 75 percent are local high school kids and college kids that come from the area.

KATIE MUELLER: But that's what creates the atmosphere, and it's changed the face of the industry.

BEN PICKETT: Sometimes more.

ANN KASTL: Right.

BEN PICKETT: But that's what creates the atmosphere, and it's changed the face of the industry.

No longer will you see the carnival barkers, the folks that are incentivized by the percentage. We don't believe in that concept. We believe in paying an hourly wage, and that's something we can tap into in the valley here.
As Annie pointed out, we have teenage students and college students in there, which makes up 75 percent of our game attendance. They're not agents. They're game attendants. And that what --
That sets us apart, the positive, fresh-looking, young, smiling faces out there and the interaction with the public sending out those Teddy bears.
ANN KASTL: Whenever I see these, I get --
We are very blessed. These kids have been the mainstay of our business. They've been a good part of what we've done for the past 14 years, and we couldn't do it without them. They're good. I enjoy working with the kids. They're great kids.
JOY PICKETT: These are our traveling employees. We travel with about 400 to each event.
We consider ourselves a small city.
We'll get further along into some of the benefits and things that we travel with, but we do have an H.R. department of eight full-time staff members, some of the highest qualified, I think, in the carnival industry.
We do biometric time clocks. Everything is fingerprinted realtime. Reporting, each supervisor or manager has access on their cell phone through an app.
We have overtime alerts. We have a custom -- through FunPass, the custom alert system that goes orange if they start to get close to eight hours, red if they are at the eight hours, so that we know that we need to go out and relieve those employees or, if it's a really busy Saturday night, determine whether or not we're going to pay overtime, because they are subject to overtime in our games.
We do pay hourly. Everyone is paid -- We do have a prevailing wage that we are subject to, because we are part of H-2B program. And typically it's several dollars over minimum wage that we pay, but we're happy to do that because most of them are worth it.
With the pre-employment drug testing we do very extensive background checks. We have two different systems. One is through a third party, a full background check, and then we also use a system, called a Raptor system, that a lot of schools use for visitors, to make sure, while they're running the background check and Megan's Law, immediately we get an alert, through their form of identification that we swipe through, whether or not it's worth processing them. It will tell us right away if there's something there. So we have also integrated in FunPass, which I touched on in our time.
Here's the small timeline of our H.R. department with the background check system.
1990 is when we started our pre-employment drug testing.
'94 we began the Megan's Law.
'99 is when we started participating in our government's H-2B visa program. Currently we bring over 300 H-2B workers from Mexico, Costa Rica, Australia, New Zealand, and South Africa.
In 2000 we began the local charity organizations volunteer program.
2007 is when we began bar coding and paying hourly, tracking our time, which a lot of carnival game organizations do not do. They're still based on the percentage compensation.
2009 is when she expanded the volunteer program, Annie did.
2015, a custom overtime tracking alert system through FunPass.
2016 we do custom orientation videos by department. So if you're coming to work in the I.T. department, you will have an orientation video specifically prepared for the I.T. department. If you are working the games, you have a specific orientation.

ANN KASTL: Can I jump in for a second?
JOY PICKETT: Yes, of course you can.
ANN KASTL: One of the things that we do with our temporary employees, our high school kids, is usually after the first weekend, if we have a Monday or Tuesday off, we try to gather as many of them that want to come in, and they're paid for their time, and we walk them around to certain games and have another orientation with them and ask them "What would you do to solve the problem?" There's a lot of interaction with the kids as they work for us, not only with myself, but the staff members that we have.
JOY PICKETT: Last year we designed a four-restroom drug-testing trailer that we travel with, just to handle the pure volume of drug tests that we administer. We're pretty proud of that.
Here's a little bit of our hiring process.
We have an H.R. department through FunPass, which I touched on in our time.
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Here's a little bit of our hiring process.
Let me start at the eye level. You hear us subject. Thank you guys for coming.

BILL LOWRY: Electronic ticketing, I think have your own individual space.

lot, but it is. It's nice to have that. Or you can own restrooms and shower, which doesn't sound like that.

We typically travel with Viv's Cafe, which I know is different here at this fair for you guys, but they're on our route.

We have laundry service, either a drop-in/pick-up exchange or we have another trailer designated just like a laundromat, where they can go in and do their own laundry.

There's a traveling salon.

Some of the best language-learning systems that can be bought are provided through our safety department.

Then we also have a traveling pre-K through 8th grade private Christian academy. And if you haven't seen it, I'd like to have the time to show you. We're pretty proud of it.

JOY PICKETT: They're customized to meet the OABA living quarter regulations and standards, which is really important. Each employee has their own room. We travel with a couples bunkhouse. So if you're married, you have a lot larger space. There's only four couples in each of those. They have their own restrooms and shower, which doesn't sound like a lot, but it is. It's nice to have that. Or you can have your own individual space.

BILL LOWRY: Electronic ticketing, I think that's why I'm here. This is obviously an important subject. Thank you guys for coming.

Let me start at the eye level. You hear us refer to it as FunPass. That is our name for the program which is a fully integrated infrastructure software environment. I'll try not to get too technical here.

What you see up there, of course, is our core I.T. staff. It is -- As we've grown over the last 14 years, the staff has continued to grow, and then you can see we have an awful lot of experience.

We started the FunPass. In 2006 was when we really put the plan together, and we unveiled it in 2007, and this coming year going in will be our fourteenth year. We have deployed our ticketing system and all its components at over 65 events of a million customers plus.

We pretty much invented the large-scale digital ticketing environment for carnivals. If imitation is the highest form of flattery, then we're feeling very flattered, because there's a whole lot of people trying to jump in on this business. Technology is changing quickly. For us, the experience we have is the bedrock which nobody can duplicate.

Like I said, over 65 events with a million customers plus. As you would -- If you look at our route list, almost all of our major fairs have been using our FunPass system for the entire time, between 10 and 13 years.

I suppose it's okay to mention that we rolled out the system here this year, which was really fun and a big endeavor. Of course we were doing it in a different environment, as we were not the full midway provider, but we provided the electronic ticketing.

Our ticketing system, like I said, it has close to a hundred man years of development in it. It started -- the development started back around 2000. A carnival company up in Oregon, Funtastic Shows, was the original -- developed the original kernel. RCS was the original licensee of it, and then we then invested heavily over the years and have enjoyed well over a decade of success. We've never had a major system outage in all the time.

The system -- The detail in technology is in our RFP, but I want to basically just kind of go through what's on our presentation here.

What you're seeing up there in the center photo is our ticket boxes, which we deployed about 15 or 16 here this summer. Generally we'll put anywhere from 20 to 24 boxes at a large event.

We also pioneered the use of self-service kiosks in the industry. That unit on the left photo
there is probably our fourth or fifth generation of technology. As things change quickly, we are trying to change along with it.

This, of course, offloads much of the lines and the crowds off of the manned ticket boxes. It helps manage our payroll at the manned ticket boxes. And we do see the future of kiosks and mobile apps, mobile purchasing. Mobile use to be really the future.

We did unveil here our FunPass mobile app, which was, all things considered, quite a success. We did probably close to a million dollars gross just off of the mobile app, with very little advertising.

Jumping forward, technology, it was important in our RFP to discuss what we do. Our system is a hybrid wire and wireless system. We worked with Ron and Kevin, to plug into their network here. And this is what we do at each of the big events. We, to some extent, tie into their fiber underground. We set up wireless bridges for redundancy and then we go in and wire the infrastructure right down to the terminals. In fact, at this event we were running no POS systems off of a wireless connection. The wireless here becomes the backup.

So we refer to our system as a hybrid Cloud system, meaning that, when a transaction is made on the carnival midway, someone scans at a ride or game, that transaction immediately runs through the network and then up to the Cloud. If you're doing a transaction off your mobile phone, it's going the other way. It goes through your cell phone system, through the Cloud, back down to our servers and then back up and around. It's pretty cool and very sophisticated.

I know we're not supposed to get beyond what we put in the RFP, and I'm not; however, the -- this is a constant moving target. There is a constant evolution of the user interface, the technology, the hardware, the software, the mobile apps. And so even some of what is shown in the RFP wasn't even available here in July or June. So that's how fast things move.

Our software development firm is a hundred percent independent from us. RCS does not actually own the code, and that's by design, because the integrity of data, the great wall, as they call it, between RCS and customer data is paramount. So we don't have any access to actually drill down into our transaction data. When we do millions of transactions, if we really need to sort out what's going on with those, that request has to come from the fair and then to the software development company. RCS doesn't handle that.

So I've pointed out our ticket boxes. These are -- Ben can speak to the cost and infrastructure of these, but each one of these offices -- Our ticket boxes are like a small office. They are wired with ethernet and they also have wireless connections, both.

So inside is a wired windows POS terminal. These credit card machines you see there are probably different than what was here in July, as we have progressed. And the most important progression, the thing we are the most proud of, for 2019, is that RCS is fully PCI compliant and probably the only tier-one carnival company in the world that's PCI compliant.

MIKE CERAGIOLI: What's that mean?

BILL LOWRY: Payment card industry is what PCI is. And the CFO I'm sure knows it is the mandate from the credit card companies for customer -- merchants to conform in every level of technology to protect customer data. The requirements are extensive.

We, of course, at our size, are confronted with PCI compliance at some of our larger events, as well. So it's -- I'm sure it's a discussion that you and I probably talked about it. We're seeing it now in all levels. Banking requires it. Insurance companies are requiring it for liabilities. Our biggest event, Houston Livestock Show, for them to be PCI compliant, we had to be PCI compliant.

It's not a simple task. It requires special software, special hardware, encryptions, protocols, all kinds of security layers within your networking. It's been coming for quite a long time, but it's now hitting critical mass, to where large players have to achieve it.

And we worked all year to achieve it. We had to bring in consultants and we've had to make major changes in our software just since July or -- June and July when we were here, to assure absolute protection of customer data and absolute protection of our fair partners.

So we store no data. We -- All customer -- Basically, the PCI-compliant training now goes all the way down to when we train a seller. Next year, at each of our events, every person hired to work in a ticket box will have a portion of PCI training in their training and they will sign accordingly. So it's extensive, but we're very proud of it, because we
<table>
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<th>Worked very, very hard to get it and we had mandates to do it. And that's probably our biggest achievement in the I.T. world.</th>
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| So what you see on the screen now are samples of our product familiar to you, the FunPass bar code card on the right. And we also -- The benefits of bar codes are numerous. The ability to put a bar code on virtually any medium is what sets it apart from other technologies, like RFID, which we could use if we could find a real benefit to it. But ultimately, just like with Costco or any large retailer, bar code wins today. It's cheaper. It's more practical. It's more useable. We are migrating more and more to QR code, which I don't have any images of up here, but a QR code, it's the little square. It's actually a bar code, too. It's just not bars; it's spots. So the beauty of our system is that we can set up what we call specials. They can be sold in advance. They can be sold on line. They can be sold by groups, as pre-sale. And literally, the sky's the limit. On that image, some of those tickets up there in the upper right we can actually print in house. We put the bar codes on the wristbands. We put them on the free passes, and we put them on line-buster tickets. So we remain primarily a bar code technology; although, we are still looking for that use for RFID so we can incorporate it. RFID is nothing more than a number, a different way to read a number. It costs a lot more, and those -- We historically tried to never pass any of our costs off to our customers. JOY PICKETT: And we found that the stability of the RFID at events our size are not stable, and time and time again that's been proven. BILL LOWRY: What you see here is the hand scanner that we brought out a large number of those here this summer, and this is our new standard. Basically, this allows you to scan the tickets off of the cards, and every ride and game operator has one. I mentioned the FunPass app. This was a big success here this summer, and it is growing in large scale. The Houston Livestock Show is now moving their entire pre-sale program over to the FunPass app. Basically, this allows the customer a line-free experience. This was the first in the industry, and we have heard and seen some evidence people are jumping in on this. The beauty is this is fully integrated into our system. So you can be at home, you can buy tickets for your kids, you can transfer them to their phone. When you get to the fairground, you don't even have to stand in line. I think it's -- The success you all have here in June really shows just where the future is going. We ultimately see far less human staffed ticket boxes and far more handheld mobiles. So it gives every customer a ticket box in their hand. JOY PICKETT: The new version of the FunPass app that we are launching next month, I think January 1st we go live in Houston, has the coupon capability, like Bill said. So for our midway, which is rides, food, and games, they will have food coupons, they will have ride coupons, food -- game coupons. We can push coupons to them if we wanted to direct them in any different areas. But it tracks it. And like Bill said, I'll just elaborate a little more, you can share an individual coupon with your child. If you have a buy-one-get-one-free popcorn, you can share it with them or you can share the entire pack of coupons like they are set up. So this is more for a pre-sale feature, but the options are endless. We are just so excited about this. We showed a little bit of -- On the left is your list of coupons, and in the middle is what a coupon looks like, with the description and the information of it, and on the right is when it's been redeemed. It will tell you where it was redeemed, what time it was redeemed, so you can track your usage. One of the other things, kind of piggybacking off of the bar code, the reason why we have bar codes, every single ticket, every coupon, any VIP pass, wristband requires bar code, and that way it can be tracked. The amount of reports are absolutely endless because they can be fully customized, no matter what, because our software developer has the data. So if you find a report that you need, you can say "This is exactly the information that I would like," and he can customize the report. We have well over 40 reports right now. That's probably being conservative. But it's a hundred percent Cloud-based report server. So you can access it off of any web browser, any phone. Realtime access. There's automated settlement reports. These are some of the things that we think separate us from any other ticketing systems. There's automated settlement reports, automated POP spreads, automated seller reconciliation, automated breakdown of sales.
We will be deploying that in full scale.

There are some with details. So if you wanted to share revenue and ridership, they would have detail, or there's just blank rankings to share with the vendors.

We have automated reports by employee. So you can track, in your game, the success rate of the employee, the motivation of the employee. And that really helps. Annie and her staff really use those reports quite a bit.

ANN KASTL: One of the nice things about it is that each of our linemen have access on their telephone. So they're following revenue by the hour.

So if they take a look at their line, and let's say there's one that stands out up here, and then they've got one that's in here, they'll make a call to either myself or Steve, if they can't figure it out, say "What do you think the issue is here to here?"

Then we'll dig in a little bit deeper, maybe look at the employees, maybe move some employees around, look at their merchandise, maybe look at the traffic flow. So it gives us a lot of information to help our revenue -- you know, drive our revenue in our games. We're very, very, you know, on top of that when we're in operation during the day.

BILL LOWRY: There was one other thing technically that I wanted to get into, because it is in our RFP response. So it's okay to talk about, and automatically, all the credit cards are brought forth in realtime.

And that's a picture of the 2019 San Diego County Fair.

So what we now do, and it's in our RFP, is we now put up a whole separate layer of high-density access points strictly focused on the heaviest corridors of people to provide a failover is the term, so that should cellphone coverage go down to where you're not able to operate -- and we've all felt that at almost every large event -- that they would get a notice on their phone, giving the customer the option to flip over to our WiFi network that allows them to continue to transact. We will be deploying that in full scale.

We've been testing it through the summer, and we have -- we will be -- it is all you bid for the equipment, and we'll be unveiling that in Houston.

So it's the missing link to the digital ticketing environment is what you do if the system goes down. So our goal is to be way ahead of that curve and provide the customer with an option that they've never had before.

Cellphone coverage is out, I can talk, but I can flip over and I can use my mobile app anyway.

JOY PICKETT: Yes.

MIKE CERAGIOLI: Is that it?

BILL LOWRY: Right.

MIKE CERAGIOLI: You've only got 14 minutes left.

JOY PICKETT: Yeah, okay.

So that is what that is for.

There's some days at some events that we have 190,000-plus attendees, and this year we're anticipating heavy cellphone usage on the app.

BILL LOWRY: Yep.

JOY PICKETT: I wanted to show just a sample. For those of you that have not seen it, this is one of our automated seller reconciliations. It really streamlines the process of reconciling the seller. All of these sales are brought forth automatically, all the credit cards are brought forth automatically.

BILL LOWRY: In realtime.

JOY PICKETT: In realtime. So this helps with the shift change.

And that's a picture of the 2019 San Diego County Fair.

BILL LOWRY: Somebody was flying drones.

MIKE CERAGIOLI: Is that it?

BEN PICKETT: Yes.

No, I'd just like to wrap up and say thank you again for the opportunity to come out and go over our proposal and show you what we do as a whole as a company and more specifically to the RFP. Thank you very much. We appreciate it.

JOY PICKETT: Tried to fit a lot of information in one hour.

KATIE MUELLER: Yeah. Thank you guys for being here.

One question I had was in regards to the app. We had a lot of charge-backs through the app in 2019, you know, people coming back and saying -- you
know, trying to -- trying to, basically, get something for free through their credit card company.
Can you describe how you'll be verifying credit cards in the mobile app going forward, to prevent this type of fraud? I know there was some discussion in 2019 about possibly adding some other security features, but do you have any plans for that in the future?

BILL LOWRY: Well, on the surface -- People can buy a list of credit card numbers, and that is not gonna change. There's always gonna be the culprit who has acquired a list of numbers, and he can download that into the app, but I think to your question is more people having the ability to just call up and dispute without us having any background in that. Joy can allude to the quantity that we get at other fairs.

JOY PICKETT: We're implementing also the two-factor authentication this year, and that will help.

KATIE MUELLER: Okay. So that's different than what we experienced in 2019.

JOY PICKETT: Yes.

KATIE MUELLER: It was just one factor, I'm assuming?

ANN KASTL: So normally how we -- I'll talk school and college volunteers, where do you find them? Where do you find the volunteers? The high

FREDERICK SCHENK: Thank you very much for your presentation.

Where do you find the volunteers? The high school and college volunteers, where do you find them?

ANN KASTL: So normally how we -- I'll talk
FREDERICK SCHENK: Do you have a Buddhist academy?

ANN KASTL: No. Not an academy, but there's --

FREDERICK SCHENK: Are you familiar with that?

ANN KASTL: Uhm --

FREDERICK SCHENK: I'm glad to hear that.

JOY PICKETT: Is that what you're referring to?

Ben Pickett: We need to clarify.

JOY PICKETT: We have full documentation --

FREDERICK SCHENK: Of course that's what I'm referring to?

JOY PICKETT: Our academy that travels with

FREDERICK SCHENK: So I have to address an issue that I didn't expect I would have to address this evening.

JOY PICKETT: That's what you're referring to?

FREDERICK SCHENK: So I have to address an issue that I didn't expect I would have to address this evening.

JOY PICKETT: That's what you're referring to?

FREDERICK SCHENK: Of course, when you go to some schools and they say "You're looking for jobs for what, and you want them to work where?" It becomes a pretty big issue. A lot of families, "Yeah, I'm not real sure you want to do that."

But we sent a core group out to all of your local schools, with folders, with all -- with everything about us in the folder and met with the local student counsel groups.

When -- I can back up a little bit. On Houston, how I found -- how I started it was I just happened to be reading a newspaper and I said a little prayer prior to reading the newspaper, you know, we have to come up with a solution, and there was a school that happened to be struggling for athletic equipment. So I drove out to the school, visited with the football coach, and the next day I had 120 kids now in Houston alone, and that has filtered over into Costa Mesa, L.A. County, and Arizona.

FREDERICK SCHENK: Are these public and private schools?


JOY PICKETT: -- church groups that come out.

ANN KASTL: -- church groups that come out and help us. It's basically all looking for money to help supplement whatever programs that they have, and they don't want to sell cookie dough. I think that was a big deal for the football coach. He goes, "Oh God, no more cookie dough. Thank you."

FREDERICK SCHENK: So I have to address an issue that I didn't expect I would have to address this evening.

JOY PICKETT: That's what you're referring to?

FREDERICK SCHENK: So I have to address an issue that I didn't expect I would have to address this evening.

JOY PICKETT: That's what you're referring to?

FREDERICK SCHENK: So I have to address an issue that I didn't expect I would have to address this evening.

JOY PICKETT: That's what you're referring to?

FREDERICK SCHENK: So I have to address an issue that I didn't expect I would have to address this evening.

JOY PICKETT: That's what you're referring to?

FREDERICK SCHENK: So I have to address an issue that I didn't expect I would have to address this evening.

JOY PICKETT: That's what you're referring to?
JOY PICKETT: No. No. It's a benefit for students?

FREDERICK SCHENK: Okay. That's not for the store, right next to our haircutting salon.

JOY PICKETT: As a benefit to our employees.

FREDERICK SCHENK: -- or Buddhist or Jewish, what could they do when you have your Christian academy meetings?

JOY PICKETT: They can absolutely attend.

FREDERICK SCHENK: -- if you're dealing with a private institution, if it was a privately run fair, but I'm very concerned when that is your opening comment and your slide emphasizes that as once -- some aspect of what you're promoting.

As a state agency, I have trouble supporting that, your right to participate at the San Diego County Fair, if that's where your emphasis is, because --

JOY PICKETT: That --

FREDERICK SCHENK: Let me finish, please.

JOY PICKETT: I'm sorry.

FREDERICK SCHENK: Because if that's where you're going, you will not get my support, because we are not a private institution. We're a state-run facility.

And I don't care whether someone is Christian, Muslim, Hindu, Baptist, or Jewish. I don't -- I don't know what anybody's religion is here at this table. And when people walk into the San Diego County Fair, I don't ask them what their religion is. I want all religions to feel welcome here, and I'm concerned about -- It's fine if that's your emphasis if you're dealing with a private business, but when you're talking about a state-run agency, yes, that worries me tremendously. I want you to know that.

JOY PICKETT: The private school is only for our private business. There's 12 students in it. It is not a public institution.

FREDERICK SCHENK: And that's all you can tell me?

JOY PICKETT: I--

FREDERICK SCHENK: Let me ask you, why was that on the slide?

JOY PICKETT: As a benefit to our employees.

FREDERICK SCHENK: Okay. That's not for the students?

JOY PICKETT: No. No. It's a benefit for our employees, our management, and our staff.

FREDERICK SCHENK: I know you're not allowed to. My question is you've got it on your slide.

The very first thing that you mentioned is that "We're a Christian organization," which is great if you're dealing with --

JOY PICKETT: I thought we were able to say that.

FREDERICK SCHENK: -- if you're dealing with a private institution, if it was a privately run fair, but I'm very concerned when that is your opening comment and your slide emphasizes that as once -- some aspect of what you're promoting.

As a state agency, I have trouble supporting that, your right to participate at the San Diego County Fair, if that's where your emphasis is, because -- the problem with that, but okay.

FREDERICK SCHENK: Well, you just pointed out that -- the problem with that, but okay.

KATIE MUELLER: I think there might be a little bit of confusion.

FREDERICK SCHENK: I'm not confused. I understand. I understand it.

KATIE MUELLER: Well, no, I mean, but the volunteers that are hired for the games have nothing to do with the school.

ANN KASTL: With the school, yeah, no. And we hire -- There's no religious, like everybody -- I hire all those kids --

JOY PICKETT: Any school.

ANN KASTL: -- you know, at any school,

any -- anybody that wants to come work.

KATIE MUELLER: And I personally toured the academy at the Orange County Fair, and it's a wonderful benefit that they provide to their employees who have to travel to all these events that are traveling much of the year, for their children to get an education while they're on the road and be able to be close to their parents, and it's for kindergarten through 8th grade, and it's welcoming to anybody, any religion, race, anybody that is part of their employee family.

FREDERICK SCHENK: Well, you just pointed out that -- the problem with that, but okay.

KATIE MUELLER: I want to --

FREDERICK SCHENK: Thank you anyway.

KATIE MUELLER: My question was -- I have two questions for you. One was about kind of following up on Fred's, like what charities. I know you reached out to local schools, but is there other charity groups that you have involved in your game operations?

ANN KASTL: Here we didn't have a big influx of any church organizations, but in -- there are basketball programs, church organizations, you know --

JOY PICKETT: Public schools.

ANN KASTL: -- public schools.
KATIE MUELLER: Okay.

JOY PICKETT: Universities.

ANN KASTL: Universities.

KATIE MUELLER: And then secondly, do you have the opportunity, with the app, to send out push notifications to people that have downloaded the app?

BILL LOWRY: Yeah.

KATIE MUELLER: Okay. So if we wanted to push out a coupon or drive attendance to any area of the fair, we would be able to do that through --

BILL LOWRY: We actually had built that coupon feature for here, but we never actually turned it on.

KATIE MUELLER: Okay.

BILL LOWRY: So it's actually been in our app for some time.

KATIE MUELLER: Okay.

BILL LOWRY: However, it's now far progressed. Not just single coupons, but entire coupon packs and your ability to share those coupons or mom can buy them and send them off to her kids as gifts, that kind of thing.

KATIE MUELLER: Okay.

BILL LOWRY: So there's been a great deal of evolution just since June in our app.

CARLENE MOORE: I have a question.

You mentioned, when you briefly mentioned RFID, the failure at large events, and I wondered if you could kind of give some examples or expand upon that, of what you've seen at those larger events.

BILL LOWRY: In terms of RFID?

CARLENE MOORE: Uh-huh, the failure aspect.

BILL LOWRY: You know, for us the cost practicality of RFID just doesn't measure up. It's cool technology. It's kind of sexy, but you can't print an RFID in a newspaper magazine or you can't print it out of a printer machine. RFID is a unique type of transmission, and we feel that the cost of it is out of line with the benefit.

JOY PICKETT: She's asking about the failure rate, though.

BILL LOWRY: So in terms of failure rate, all I could tell you is what we hear, because we don't use RFID on a large scale. But we are fully aware that when cellphone data and WiFi coverage are a problem, what people are tending to do in the industry, in the electronic ticketing, is do what's called storing forward.

So in talking to people who have ticketing systems, that's a key buzzword. Ask them, "Are you doing storing forward?"

They do storing forward so that their hand-held devices will store the transmission or the transaction even when they have no connection. Sounds like a good idea until you have fraudulent transactions loading up on your device. Then they sync up at the end of the night and you go "Oh, my gosh. All those storing forward transactions weren't as good as we thought."

So we do no storing forward, which eliminates a lot of headache. If we have a signal, you make a transaction. If you don't have a signal, you can't make a transaction, except on the mobile app. Now that actually will allow you to continue. But as far as credit card transactions or anything that people have purchased, we are having -- we are validating that transaction every single time they use it.

JOY PICKETT: We had a specific incident that we personally experienced. We provide the -- the Ferris wheel at Cochella Music Festival, and they had RFID wristbands that they distributed out to American Express customers. Each wristband had two rides on it. Or I'm sorry, each person had one ride on the wristband.

We were processing so many people through our ride that only every other transaction was being captured, because the RFID system could not process that quickly. So when we were looking at our revenue reports, Ben, who was in charge of our ride department said, "We rode a lot more people than that yesterday, and we just know it."

So we ended up putting a turnstile out the next day, and it was capturing every other --

BEN PICKETT: We noticed the discrepancy between the RFID and the turnstile.

JOY PICKETT: Yeah.

That's one ride that we had experience. We do know of Miami State Fair, Iowa State Fair, several others that use a different digital ticketing system that have had some major issues.

BILL LOWRY: It really gets down to the minimum cost of an RFID chip is gonna be somewhere around 20 cents, but on millions, and this is less than .2 cents. (Indicating.) The cost differential is so vast, that's why bar codes and QR codes are not going away.

MIKE CERAGIOLI: On that same line of costs, are there any costs or fees that the transit or our customers will get from the system, other than what
you've -- I mean right now you're sharing your gaming
with us and then there is a charge for the rental of
the things. Is there any other costs that our
customers will experience or we'll experience, other
than possibly wristbands or --
BILL LOWRY: The only place a customer gets
a fee is on the online store, which the event runs.
But for FUNcards, FunPass, we have never transferred
or passed on any cost to a customer.
MIKE CERAGIOLI: How about to us? Do we
have to pay for those cards in any way? No other
fees?
BILL LOWRY: Well, there's material costs
for paper and material costs for other things,
wristbands and whatnot. You know, the beauty of the
bar code is it literally can go on any vehicle, from a
free pass, every --
JOY PICKETT: But we don't provide those.
They purchase them.
BILL LOWRY: And depending on the event,
some of the events will pay for all their own printing
and cover all their own costs, and other cases we may
do the printing and then settle up and transfer the
costs later.
PATTY CAMERON: Piggybacking on that
question, has there been a separation between FunPass
and credit card receipts, so that we can print credit
receipts?
BILL LOWRY: I don't know that I'm allowed
the talk about things that aren't in the RFP.
PATTY CAMERON: Oh, okay.
JOY PICKETT: Can you in the Q and A?
BILL LOWRY: In the Q and A, I suppose.
But in fact, I had actually told you
specifically that we were moving towards different POS
systems, and that is a primary feature, in that
receipts will come out on receipt paper and FUNcards
will come out on the card stock as a separate.
I guess I just answered that question.
KATIE MUELLER: Well, I think -- How many
volunteers do you anticipate using this year?
ANN KASTL: Here?
KATIE MUELLER: Yeah. If you were to get
the contract, how many volunteers would you --
ANN KASTL: Oh, gosh. Well, so on a daily
basis in our game department, our temporaries run 250
to 275 a day.
KATIE MUELLER: Okay.
ANN KASTL: And of course they can't work
every day. So I'd have to say we're probably 5-to
point of sales that we do have in FunPass, that we use at other events, that is tremendous.

He has now just launched last week, at IAFE, mobile ordering through the app to the food booth, with full menus in the app, wait times, modifiers so you can modify the hamburger that you're ordering. And then you go -- You have a wait time. You scan the bar code at the window, and they know you're there to pick up your order.

So things like that, I think we're just scratching the surface as to what we provide.

BILL LOWRY: I have actually already seen, in the early version, that all the food stands come up with little pictures of your food stands and it shows you exactly how far you are from it. So if you click on it, it brings up the map and it shows you where that food stand is. You get near the food stand and then you pull up the menu, place your order, you don't have to stand in line. You've got your number. You see your number come up, you go pick up your order. I mean these are game-changing cultural shifts that we feel we're on the cutting edge of, but we're moving kind of careful, to make sure we don't trip.

MIKE CERAGIOLI: One other question in that same line. Just as being a five-year -- potential five-year agreement, do you see any changes in the future in your gaming end of the industry here?

ANN KASTL: I think we're -- Our evolution on our game side is ever changing. I think one of our mottos in my office is nothing is definite, except change.

So moving forward, revenue based, you know, the kids that we hire, you know, it's always about customer satisfaction for us. You know, customer comes first. We want a customer to come back. You know, we're fortunate enough to have a lot of events that we do play over and over and over again, and we try to give our customer the best product.

So in answer to your question, absolutely.

I mean it's always change --

JOY PICKETT: We're playing around like with the VR, how can we integrate VR into some of the games, because that's something that the children nowadays are used to. They would rather stay home on the couch playing their Xbox than come to a fair.

ANN KASTL: Right

JOY PICKETT: That's just how they're wired. They'd rather play MineCraft on their phone or iPad. So we're trying to see how we can integrate that into
KATIE MUELLER: Last year -- I think Kevin can speak to this, but Verizon, I know maybe some

BILL LOWRY: It only runs FunPass. They can't go to Facebook or anywhere else. They can't go to Instagram and try to use that. It is exclusively for the use of the mobile app and the fair customer.

FREDERICK SCHENK: Okay.

BILL LOWRY: So it is as Ron would tell you. This is a -- It's been a weak link in the digital smartphone utilization for some time. We haven't really hit that wall, but we're anticipating it as usage increases. We want to preempt that.

Now there are technologies coming down the road. There's what you hear, 5G. You see the ads on TV. That actually is all real primitive still, but at some point in the future there will probably be little towers all around here running 5G, and my PFW will become a moot point at that point. But right now, over the next few years, it's really important to us that there be an automatic -- what we call a failover, a switchover for the customer.

FREDERICK SCHENK: Where has this been used, what you've just described, in what fairs?

BILL LOWRY: It hasn't. We are doing it first --

JOY PICKETT: It only runs FunPass.

BILL LOWRY: It only runs on the FunPass mobile. They can't go to Facebook or anywhere else.

KEVIN RIGSBEE: Verizon had a site in the west lot, but that was there for the last fair.

KATIE MUELLER: Yeah, exactly.

KEVIN RIGSBEE: And T-Mobile had antennas on the left side of the grandstand, which are temporary. I don't know that they'll be there. That's TBD on that, but that's the temporary

BILL LOWRY: So our goal is to avoid ever having a failure.

FREDERICK SCHENK: Would Verizon be accessible for T-Mobile or other carriers?

KEVIN RIGSBEE: We have all carriers. AT&T and T-Mobile are on the roof of the grandstand, Verizon is in the main lot, west lot and in the infield, and Sprint is out in the front entrance, as well. So all the carriers are here.

FREDERICK SCHENK: Because I have issues here with --

BILL LOWRY: And that's common at every one of our events. Cellphone coverage goes down to virtually nothing or nothing at every event at some point.

KEVIN RIGSBEE: They're aware of that. I talk to carriers all the time. When they reach out, they're calling me.

BILL LOWRY: But what we're doing is the PFW could be used exclusively for the use of the mobile app and the fair customer.

JOY PICKETT: Right.

FREDERICK SCHENK: When is Houston?

JOY PICKETT: It's never been done before.

FREDERICK SCHENK: It's never been done before.

BILL LOWRY: In March.

FREDERICK SCHENK: March. So a few months before?

BEN PICKETT: Yeah.

BILL LOWRY: Again, we didn't have cellphone outage here. We came close, but we didn't have any problems with customers using the app.

The beauty of the technology is you cannot make calls, you cannot text, but there's still just enough data you can still use the app. So like I said, we had 35,000 people out there using the app with virtually no -- very few customer issues, period.

KATIE MUELLER: Last year -- I think Kevin can speak to this, but Verizon, I know maybe some others, were able to bolster our WiFi with additional towers.

KEVIN RIGSBEE: Yeah.

BILL LOWRY: But through the gateway they don't accept Visa --

BILL LOWRY: The issue there was that the Visa card was not working.
JOY PICKETT: -- with Apple Pay, which was really interesting to me.

BILL LOWRY: Otherwise, Apple Pay works.

JOY PICKETT: We're at a point now where do we switch gateways, because they don't accept Visa, and really it's odd.

MIKE CERAGIOLI: Any other questions?

KATIE MUELLER: You guys did a great job.

Thank you.

ANN KASTL: Thank you for having us.

BEN PICKETT: We appreciate it.

(ENDING TIME: 6:24 p.m.)
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EXHIBIT I
RFP 19-04
DIGITAL TICKETING SYSTEM AND CARNIVAL GAME OPERATIONS
PRESENTATION
of
ALL STATE 38

22ND DISTRICT AGRICULTURAL ASSOCIATION
BOARD ROOM, DEL MAR FAIRGROUNDS
2260 JIMMY DURANTE BOULEVARD
DEL MAR, CALIFORNIA

THURSDAY, DECEMBER 12, 2019
3:00 P.M.

REPORTED BY: Kathryn L. Edwards, CSR No. 7288

Peterson Reporting Video & Litigation Services
IN ATTENDANCE

FOR 22ND DISTRICT AGRICULTURAL ASSOCIATION:

Patty Cameron, Midway Admissions Supervisor
Mike Ceragioli, Contracts Manager
Lena Jouldjian, Box Office Manager
Carlene Moore, Deputy General Manager
Katie Mueller, Deputy General Manager
Kevin Rigsbee, Communications Manager
Ron Rogers, I.T. Manager
Frederick Schenk, Board Director
Rita Walz, Chief Financial Officer

FOR ALL STATE 38, INC.

Adam West, President
Debrawn West, Chief Executive Officer
Frank Zaitshik, Wade Shows
Steve Riegel, FunTagg
Ron Weber, Wade Shows
John Moot, Counsel for All State 38, Inc.

DEL MAR, CALIFORNIA, THURSDAY, DECEMBER 12, 2019,
3:00 P.M.
---o0o---
MIKE CERAGIOLI: Thank you very much for coming. It sounds like your group has come from a lot of different time zones. So we appreciate you to do that.

I'm gonna make this quick. All I want to caution you guys is that, basically, present what you're proposing. I don't want you to add anything to your proposal. So, basically, if I think you're doing that, I'm gonna caution you.

And other than that, I'm just gonna keep track of the proposals get the same amount of time here. What we'll do is allow you the hour for your presentation, and then after that presentation our staff here will ask some questions, probably, and then we'll come to the conclusion.

I'm gonna start off by introducing myself.

I'm Mike Ceragioli. I'm the contracts manager, and I'm the one that's the contact person on the RFP that you got. And I'm just gonna go around the room here and let everybody else here introduce themselves, and starting with Ron here on the end.

RON ROGERS: Hi. My name is Ron Rogers.

MIKE CERAGIOLI: With that, you guys, I think, can begin your presentation, and I'll push my timer.

ADAM WEST: We'll quickly just introduce everybody that's here with us today. Ron Weber, Steve Riegel.

FRANK ZAITSHIK: Frank Zaitshik.

ADAM WEST: Debrawn West.

KATIE MUELLER: Could you also tell everyone their title.

ADAM WEST: Yeah, president of All State 38, Inc. Frank Zaitshik is our subcontractor. Steve Riegel is with the FunTagg system, and also Debrawn.

KATIE MUELLER: Got it. Thanks.

Hi. My name is --

FREDERICK SCHENK: You forgot the most important person.

DEBRAWN WEST: Yeah.

ADAM WEST: And she's president, CEO, and everything else.

Hi. My name's Adam West. I'm owner of All State 38, Inc. I'd like to thank the 22nd DAA, the San Diego County Fair, and this committee today for hearing our presentation. I'd also like to thank my

KATIE MUELLER: My name is Katie Mueller, and I am the other deputy general manager, in charge of the fairtime operations.

PATTY CAMERON: My name is Patty Cameron, and I run midway admissions.

RITA WALZ: I'm Rita Walz. I'm the chief financial officer for the District.

LENA JOULDJIAN: I'm Lena Jouldjian, and I oversee the box office here at the fairgrounds.

FREDERICK SCHENK: I'm going to ask each of you to turn your microphones on, for the benefit of the certified shorthand reporter, so that she can hear everything. This is, as you see -- This session and the next one are being recorded as an official record, so that everyone can see and read exactly what was discussed today.

MIKE CERAGIOLI: That's great. MIKE CERAGIOLI: I'm the I.T. manager here.

KEVIN RIGSBEE: My name is Kevin Rigsbee, the communications manager for the Del Mar Fairgrounds.

CARLENE MOORE: I'm Carlene Moore. I'm one of two deputy general managers.

FREDERICK SCHENK: Good afternoon. I'm Frederick Schenk. I'm a director of the 22nd District Agricultural Association, and I chair the Fair Operations Committee on behalf of the Fair Board.

KATIE MUELLER: I am Katie Mueller, and I am the chief financial officer for the District.

LENA JOULDJIAN: I'm Lena Jouldjian, and I oversee the box office here at the fairgrounds.

FREDERICK SCHENK: You forgot the most important person.

DEBRAWN WEST: Yeah.

ADAM WEST: And she's president, CEO, and everything else.

Hi. My name's Adam West. I'm owner of All State 38, Inc. I'd like to thank the 22nd DAA, the San Diego County Fair, and this committee today for hearing our presentation. I'd also like to thank my......
My mom and dad have been with me my entire life. They taught me many life lessons. They have become two of the most successful carnival game operators in North America. I would sacrifice valuable time with our family. In our personal events, put other big projects on hold, and missed their day of the week. Behind that, we've also got 50 or 60 people that come with us, travel with us year after year and are also part of what we do.

I opened up a present. It was a brand-new, freshly folded pair of Batman undies. And that was obvious, the name Adam West, as you know, probably gains a lot of attention, which is supposed to guess the presents that everybody gives you. You can guess some of them; you can't guess the others. But it came to my grandma's, and she obviously can't follow the norm on what they should give little boys at birthday parties. So as I started to open it. Fear set in. And when that -- when that happened, I started to realize what was about to happen.

I used the carnival business as a platform for teaching me how to be the man I am today. I remember back a long time ago, my very first business venture with my dad, about six years old, was with a Red Rider pull-behind wagon. He took me to the supply store, where we bought candy, soda pops, and candy bars. And I would go around the fairs selling these things.

A couple summers of that, I realized that nickels and dimes do not add up that fast. So he funded me in my next adventure, and that was Director of Glow Stick Sales. "Hey, get them while they're hot, before they run out. Three for five, any one you want." I had to learn how to entertain people. It was to put a smile on people's faces. My mom and dad not only were teachers to me, were mentors, but they have also now became my business associates.

For instance, going to bed later, doing whatever it takes to always be number one. These things are an American dream. What we've done over the last many decades and put into words is what makes us special. Being an All Stater means being the very best, getting up earlier, going to bed later, doing whatever it takes to always be number one. These things are an All State quality.

My wife, Debrawn, who we have four kids together, four girls -- one I'll tell you a story about in a second, that you need for this fair -- was raised the exact same way on the other side of the country. This great opportunity to be raised in the carnival business under the same kind of canvas, sometimes underneath counters of duck pond games and all kinds of crazy things that we did, was very, very fortunate.

Her dad's father jumped on a train in the midwest bound for California for a better life. When he got here, he ended up on something that was really unique, a train that had a carnival on it. Very, very long time ago. Her dad and him became two of the most successful carnival game operators in North America.

So my wife, also part of our team, her father, part of our team, and the unity of us, we came together almost a decade ago at the Alameda County Fair. She was raised the exact same way as me. Today we have five of us running the carnival game operation. I would say the five very best individual successful carnival people in North America. I would take this group of five over any group of 20 or 30 any day of the week. Behind that, we've also got 50 or 60 people that come with us, travel with us year after year and are also part of what we do.

All State 38, Inc. is just a bunch of words. What we've done over the last many decades and put into words is what makes us special. Being an All Stater means being the very best, getting up earlier, going to bed later, doing whatever it takes to always be number one. These things are an All State quality.

I was a first team all state football player two years in a row. I was president of my class. When I was 25 I was given the opportunity to run all the carnival games at the New Mexico and Tulsa State fairs, at the age of 25. That same year, I was also invited to play the Minnesota State Fair. That same experience is one of the reasons why I'm here now.
year, also -- and this all happened pretty quick and pretty fast -- we were the largest provider of carnival games at the North Carolina State Fair. We went from Wisconsin to Minnesota, New Mexico, Oklahoma, North Carolina.

I want to tell you a little story that I was told by a good friend of mine. A person was asked, at the fair, how he thought the fair went that year. That person said, "Well, I don't think it was very good this year. It might have been a little down."

Well, the guy couldn't figure it out. So he's thinking to himself, "The revenues are up. The attendance is up. Everybody says the fair is probably doing pretty good. How does this guy think the fair is down?" So he asked the guy, "Why do you think the fair is down?"

The guy said, "Because I couldn't find a good corn dog."

The measure of success of a fair could be all the way down to the simplest little thing of a five dollar corn dog, the measure of success for a fair. Some people think that the fair is not successful through millions of dollars put into entertainment, lights, acts, big thrilling rides and teddy bears, that because of a corn dog it wasn't successful. It's my job as a carnival game operator, for every person that comes through the gates, to make sure that they have the very best experience, they smile, they have fun, they have interaction.

A carnival game gives away a teddy bear. A lot of people get all excited about all this teddy bear stuff. They're beautiful, absolutely. They get thrown in a box. I don't know where these ones go. (Indicating.) You know, you guys took half the pictures, and I don't know. They must end up in the dumpster. They're massive. But they get thrown away, they get lost, they go to the garage sale, but the experience they had is what lasts forever.

You can't get that experience with every operator out there. We're very, very unique, as I'll show later why we do so well. You'll see those reasons. This is also why I partnered with the Wade Shows, industry leader Frank Zaitshik, advanced technology of the FunTagg system. It is my job to come here today to put the very best digital ticketing system and carnival game operation that has ever been put together in the history of the carnival business.

It's my job, as a carnival game operator, to a year ago, the challenge was put out to do exactly that. I feel we have the very best game operation and the very best digital ticketing system. Our numbers don't lie. At the 2019 San Diego County Fair we had the number-one highest grossing game at the fair. Let that also sink in, because I'm gonna tell you I believe it was the number-one highest grossing game in the history of the carnival business in the world. That's bigger than Texas. I don't know of anybody that's ever grossed $214,000 with a carnival game. If that game was a number one. It's a humble business. You mind your own business, you go home at night, you take care of your family, and you move on. Today we have the opportunity for me to brag. And not to be too braggadocious, but what we've done at fairs across the country and the San Diego County Fair are second to none.

This committee has got an unbelievably tough decision. They've got to take a digital ticketing system, the very best, try to find the very best game operation, mend them together without sacrificing one for the other, two things that are totally disconnected from each other. I feel I brought that today. This board has asked me, when I was here close to a year ago, the challenge was put out to do exactly that. I feel we have the very best game operation and the very best digital ticketing system.

Oklahoma, Texas, New Mexico, Wisconsin, these are all just a bunch of fairs. I'm sorry. I got a little ahead of myself there, but I can go back. There is my beautiful family, with my four girls. (Indicating.) One of them may have grown a little bit, but -- On this slide right here, a lot of these fairs -- We played 23 of the top 50 fairs in the nation. As you can see little red dots all over the place, it's like the song, "We've been everywhere, man. We've been --" We've been everywhere. We've been all over the country. We've seen the best of the best, everything that the great fairs of this country have to offer, every one of them different. It's unbelievable what different people think about their fair. They have one thing in common; everybody that goes to their fair, it's their fair. "It's my fair. This is my San Diego County Fair.”

We have a philosophy that we -- we do everywhere we go. We've been to all these fairs. We dominate; we don't participate. We dominate; we don't just participate. It's easy to go be part of a fair. Out there on the midway, it's not for us to be bragging about how much we've done. We've been all over the country. As you can see little red dots all over the place, it's like the song, "We've been everywhere, man. We've been --" We've been everywhere. We've been all over the country. We've seen the best of the best, everything that the great fairs of this country have to offer, every one of them different. It's unbelievable what different people think about their fair. They have one thing in common; everybody that goes to their fair, it's their fair. "It's my fair. This is my San Diego County Fair.”

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We had three of the top five carnival games at the fair last year. Three of the top ten, excuse me. We had five top games total. We would have wished we had 50 games. We were only offered five. Imagine what the gross would be today if we had 50.

Our number-two game was all -- the number-two game at the fair last year, we beat our competition by almost a hundred thousand dollars with our number-one game to their number-one game. Our average game at the 2019 San Diego County Fair was 111,000; our competitors, 56,000.

These numbers are astonishing. You should just hand me the contract tomorrow, but I don't want that. I want to make sure that you know what's behind the numbers, because that's what matters. What matters is you understand how we got there. I'm one of the newer guys at the fair over the last 50 years. I didn't get front-end locations. I didn't get the royal red-carpet treatment. I had to fight from the back. I had to go through the hardest part of any carnival thing, and that's to produce revenue in the back end, after everybody has walked past everything. These numbers are a scale of our experience. These numbers show the dedication and the decades of work that we've put into this business.

Now a couple pictures I have up here. This is the number-one game at the fair last year. The picture on the right has three posts from the Facebook from the San Diego County Fair. And really, I believe it's the only one -- I did a lot of research, and you guys probably know me, that I do a little bit of research. It's the only picture I found of teddy bears.

These people have smiles on their face, and these pictures were taken because people noticed them. We gave people an experience, not just something to play. If you go to a casino, you play the ones that have all the lights and all the bells and whistles. Those are the ones that sometimes don't pay the biggest payouts, but the people are loving what they're doing. They don't go to the one that's sitting by itself and there's nothing happening. They want to see the lights.

We use a soft-sell game approach that's second to no one. Our soft-sell game approach uses community-based, non-profit organizations. Last year two-thirds of our workforce were people from the local area of San Diego. We produced the number-one, number-two, and number-ten highest grossing games out of five -- out of our five, with the majority local people from San Diego. A lot of other people use H-2B workers that have a language barrier. That causes problems in carnival games. Rides might be a little different, but in carnival games your experience is not the same.

If you take your kids down the midway and everybody is sitting there looking at their phone or looking down, you don't have a lot of fun. When you win, they hand you a prize on the counter. We were number one because we took those big ones, made those smiles right there (indicating), and people came back to play year after year.

We're gonna do that with the entire game operation in 2020. In 2020 you're gonna have the very best digital ticketing system and the very best carnival game operation that's gonna maximize revenue. Revenue in this RFP is determined by one thing, the gross of those carnival games. The digital ticketing system has no financial part to the fair. Those carnival games have a percentage. The percentage that we are gonna produce could be very drastically -- and you guys could all understand this very clear. Our average game doubled our competitors' average game.

That's double the rent to the fair.

Now a couple pictures I have up here. This is the number-one game at the fair last year. The picture on the right has three posts from the Facebook from the San Diego County Fair. And really, I believe it's the only one -- I did a lot of research, and you guys probably know me, that I do a little bit of research. It's the only picture I found of teddy bears.

With enhanced customer experience, a game appearance that use uniform canvas -- uniform -- uniforms for the employees, for these reasons our sate-of-the-art game appearance, our sound philosophy in game operation are always raising the bar of revenue production.

Our partnership with the Wade Shows, industry leader, the greatest carnival operator in this century, and the FunTagg system and the advancements of technology that they bring to the table is the reason that that theme on July -- June 5th, 2020 will be a new day in Del Mar.

Thank you.

I'd like to introduce my friend and mentor, Frank Zaitshik.

FRANK ZAITSHIK: You've got to love this guy. That's the reason I'm here. I'm 73 years old. I'm born and raised in the carnival business. Like Adam, I got a break when I was 23. I became the business manager of one of the largest carnivals in America. When I was 34 I bought the Wade Shows. The Wade Shows, at that time, owned 223 rides. We never left the state of Michigan. Today we play 16 different states. We play more state fairs and major events than any family-owned carnival in
I'm no dummy, guys and ladies. I know what I'm doing. 25 of people said I bumped my head, and maybe I did, but 24 23 So I've operated all three of these. A lot on eTix. 22 21 light on cellular technology. This year, at the 2020 20 19 and I hope you do. So I used Magic Money. They were 18 17 systems; right? Everybody uses it: Android Pay; Google Pay; Apple Pay; Starbucks; your app uses it; 16 15 So NFC is the industry standard for paying 14 13 enjoying the system. The great thing about the 12 11 Frank said, from the other systems, it's the first 10 9 system to use NFC technology. 8 RON WEBER: Tough act to follow. 7 STEVE RIEGEL: It's tough. Why don't you 6 go first. 5 I'm not always first, it's true I'm not always best, 4 but I can promise you this, ladies and gentlemen, 3 every day when I get out of bed I try to be first and 2 I try to be best, and that is why I'm here today. 1 These two guys will tell you more about the technical aspects of why our system is the very best that there is out there. This is Steve Riegel. I'm going to call him the developer, even that might not be the technical term. Ron Weber is really part of my staff, and he coordinated because he knows a heck of a lot more about that stuff than I do. 23 So without further ado, I'm going to give you the nuts and bolts of why we're better. Please ask a lot of questions. 25 You're an I.T. guy, sir. You'll determine that, and I challenge you to do so. Myself, I saw it coming. I bought the 24 FUNcard system, which is the very same system as you 23 utilize now through RCS, which is a wonderful carnival. Ray Cammack and I were friends. In fact, he had his first heart attack while we were playing racquetball together many, many years ago. A fine man. I respect him and I respect that carnival to no end. Having said that and having owned the 22 FUNcard system, I'm the only guy out there that you can look at or quiz up. I own the FUNcard system. I bought it in 2012. I've been operating it at the New York State Fair for the past six years without a problem in the world as far as network going down. I also have tried Magic Money, another wonderful system. It's the first system that switched from bar code to RFID technology. Boom. You guys can talk about that, and I hope you do. So I used Magic Money. They were light on cellular technology. This year, at the 2020 North Carolina State Fair, our biggest wheel operated on eTix. So I've operated all three of these. A lot of people said I bumped my head, and maybe I did, but I'm no dummy, guys and ladies. I know what I'm doing.
Mobile Speed Pass. So if you've ever gotten gas and pay-at-the-pump system, he's done it. He worked with Disney, to develop their RFID system. We all know how that works. And he's also going to be the first person to bring this technology to the midway. So a couple of guys, also carnival owners and Frank among them, said, "We need to bring this to the midway. You need to help us make this product available."

The user -- And Steve will show you the user of the FunTagg system only needs to tap, you enter the field of where you're gonna go, and it gives you the reading right away. So there's no scanning. The field, as long as you pass through it, will read it and it's quick.

In the RFP you asked that the user of the digital ticketing system load the digital tickets onto a physical paper ticket or card or other form of media. Only the FunTagg system actually does that. I don't know if those words were meant to be that way, but it's important, and it's important because the information is stored on the card. That little card is like a brain, a computer. It stores the information.

To just give you an example, for those of you that aren't tech savvy with things like that, on a bar code system the bar code has a number. It's like your bank account; right? So you present it to the teller. The teller goes, looks up your account to see how much money you have, the information comes back whether you have money in the account or not, and you're good. With the NFC system, one tap does it all. The information is right there. It goes directly from the card to the reader. So instead of a sort of four-step process, now you've got a direct connection.

So connectivity is the big thing with this business. Are we able to transmit things over WiFi? Does it work all the time if connectivity is down? And this is why this is so revolutionary. If connectivity is down, and it will be at some point, always is with WiFi, the system always works.

FRANK ZAITSHIK: Or cellular.

RON WEBER: Any kind of connectivity, if it's down, the system works, because each reader, each phone or media works independently.

Now of course point of sale, if you're gonna use credit cards or something like that, you need WiFi or you need connectivity, but all the ticket boxes are hardwired. So that takes the uncertainty out of it.

The cloud is only used, in our case, for data backup and sharing and maintaining card history. The advantages of NFC over bar code. NFC is a subset of, so we sometimes use them a little bit interchangeably, but NFC is a subset of RFID. It doesn't require line of sight to scan the bar code.

So, you know, if you go sometimes to a bar code scanner, you have to get the paper just right. You have to be able to see it.

It's faster than bar codes. As you saw, it goes real quick when you scan. It has a higher level of encryption and security. A bar code can't be read if it's ripped or it's damaged or it's crinkled up.

Sometimes you have problems with it.

And the RFID also has reading and writing capabilities.

The last point -- and I was just reading before, actually, on the plane, where in your handbook it says the operator, whether it's game or ride -- correct me if I'm wrong, Adam -- is not allowed to touch the media, not allowed to touch the card. And if you've ever been to a theater or gone to a concert or done something else, when they're doing those readers with the bar code, a lot of times they'll take the ticket out of your hand so they can hold it flat.

FRANK ZAITSHIK: We can actually mount the reader so it's not touched by anybody. So you just go through and scan.

I said I'd stay out of this part.

STEVE RIEGEL: That's all right.

I'm just going to try to drive home a couple points that he spoke to, because they're critical. One of the last things he mentioned, if you've ever been skiing, you skied the time frame where first they had paper tickets that's identified with a date on it. Then they moved to bar code, and they were literally grabbing tickets and scanning. And if I come up to your parka and lift and grab it, it's not a big deal. But I do it to your wife, she may not have the same reaction. So they had to get away, because it's a proximity thing. People are sort of in your space.

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I think you guys have that in your spec.

You really don't want people, ride jockeys, handling people's wristbands or cards, et cetera. It's better to have some of your own space. So, yeah, it's part of the reason that the whole industry went to RFID tickets. Now you can speed through portals, get waved by a wand and let on the the ride.

Okay. So my eyes aren't so good. I'll get a little bit closer to this thing.

So there are one of 40 -- There are two ways to get your tickets. Frank has 40 self-serve kiosks.

And you'll probably have more by the time this event comes around.

FRANK ZAITSHIK: I'll have 120 by then.

STEVE RIEGEL: Right. Yeah. I'm surprised you need them.

You also have an option to go to a full-service, double-window ticket booth. He's going to be operating this at some events early in the year in Florida.

And then the third option is to download an app, which I'll show you after we get through this, where you can download the app in the parking lot or at home and literally get on the ride with your phone.

Now I recognize -- I want to speak to some -- There's a little bit of differences between us and other systems. I know you've heard of other systems have RFID. The biggest difference -- And I'll repeat what he said. The big difference is that RFID chip is nothing but a license plate in a competitive system. The brain is the reader of the field, of the reader. The reader makes a home run up through a cellular network, a C.O.W. that is put on site, it gets on the internet, comes back, and makes an approval. If that goes down, you don't get on the ride. Okay?

RON WEBER: That's bar code. You said --

STEVE RIEGEL: No, no, it's -- There's a competitor that has an RFID chip. That's what they use are C.O.W.s. They go up to the Cloud and back.

We do not allow that, at all. That's not how we operate. We use a more expensive chip, with a higher degree of security, and we literally write to the card. So we can keep up to 52 transactions on every card. Now all the transactions are maintained on the readers and report to the back end. But for the user and their convenience, 52 are kept on board, and that translates to people getting on rides faster.

It's really what -- It's faster through -- Anyway.

So the reader that we're using, unfortunately, this is the most expensive one I can find (indicating), but it was the best one that I could find, and Frank is very keen on having the best available. So he stepped up all of his readers to be the best that you can possibly buy, and they're all interchangeable.

As you can see, it's a large display. It's a ruggedized reader. It has an IP 60 -- 65 rating. It also has a really large battery, 5,000 milli-amps.

There are competitors out there trying to work with less than a thousand. You know, years of experience, I don't know if he had -- one of his partners had where a battery was dying every three hours. So if you're gonna have terminals out there, they have to have a lot of battery life. This thing is -- you know, goes for 24 hours is my experience, depending on usage, but certainly for a full day.

Again, the system works without internet.

You guys seem to hammer home this reliability thing. It doesn't depend on it. You can't find anything more reliable.

So anyway, let's go to our next slide.

The user app, it may be -- Maybe the best thing I should do -- Let me just see what bullets on
some money. Let's say I want to go on a ride. And Ron is manning the merry-go-round. Hold it like that.

Indicating.)

I want to get on the merry-go-round. That's it. Indicating.) I'm on the ride.

Now it's interesting. You guys -- Okay. Ron, look -- We're gonna blind Ron. You guys look. See how many credits I have here? Indicating.) I'm gonna get on this ride. Ron's gonna tell me how many credits are on my phone.

RON WEBER: I have to look at it?

STEVE RIEGEL: Yeah. Okay. So you read it?

RON WEBER: I've got to do it with my eyes closed?

STEVE RIEGEL: No. No. Look down there.

Indicating.)

RON WEBER: Five -- Wow, 5,146.

STEVE RIEGEL: Yeah.

So the point is, okay, so maybe that's not so interesting with the phone, because the user sees the credits, but he can also see it with a card. So we have a card. Indicating.) 9,000 credits on that card.

RON WEBER: But I think that's an important point, though, because in the RFP it does ask that the operator tell them or let them know how many credits are left, whether it's a game or a ride, and this -- the app does it for you. It's right in front of you as soon as you scan it. It shows you how many credits are left. So there's no "I thought he said this. I thought he did that." It's right in front of you with the app.

STEVE RIEGEL: Right.

So one more button you see on the bottom.

You saw the "Add Funds" button, and the other one shows the rides. So -- And there will be more. We just put this in to make it easy to show, but I would suspect, between the Fair Board and what Frank wants to communicate on here, if he were doing the rides or whoever is doing the rides, on the bottom you would indicate whether it's a height restriction or, you know, if it's a kiddie ride, that type of thing. And it also shows you how many credits applied to it.

Here's games. Indicating.) You can -- I just have two games listed as an example. You can also do food.

I'm not sure where you're going to apply your electronic ticketing. It's gonna go -- Are -- You guys intend to go throughout the whole midway with this or just a portion?
cellphones. If you had to rely on a back-end loop, it could be problematic.

FRANK ZAITSHIK: It could be problematic, but don't think that we can't do that. To get realtime information, you've got to be hooked to the internet or a cellular connection. This phone has --

I forgot what the technical term is. We're gonna be doing both of those. This is just in the event that the network goes down; you're still in business. That doesn't preclude us from getting you realtime information through the entire run of the fair. This is just a backup plan that all systems should have.

STEVE RIEGEL: Right. And in addition to that, the app doesn't suck up any cellphone. So if you're looking at other apps, they all require a back-end loop, because the history is not maintained on the phone. All the competitive solutions I've seen are maintained on the Cloud.

So let's continue on.

RON WEBER: So if any other system was in airplane mode like that, it wouldn't work. While they're reporting, like Frank said is done, it still requires a loop. Other systems require a loop. You still have to scan it, it has to go over the internet, come back, the approval has to come back, and then you get approved. If the internet doesn't work, boom, this one will always work. It always works directly.

FRANK ZAITSHIK: How are you guys coming?

STEVE RIEGEL: On time, we are -- it's quarter of.

MIKE CERAGIOLI: You're at 23 minutes right now.

FRANK ZAITSHIK: Twenty minutes will be three minutes from now?

MIKE CERAGIOLI: Yeah.

STEVE RIEGEL: So as you can see, the app let's you bypass ticket booths. When you sign up for an app, we capture the e-mail address, which is important for future marketing opportunities. We deliver all of those e-mail addresses to you.

It's the only one in the industry, that we're aware of, that has push notifications, and we can use that to send safety notifications, promotional and fair sponsorship messages on there.

RON WEBER: That's really important. From a marketing standpoint, if I was a marketing guy as you are, imagine the ability to communicate with your people on the grounds, because they have an app.

STEVE RIEGEL: It's huge.

RON WEBER: The things you -- You could send safety messages. Your sponsor, that you might have, you can send promotional messages. You can even do -- We're talking about promotions on the grounds.

You can say "For the next hour Adam is giving away a small prize with a winner of a large prize."
The possibilities are endless, and this is the only app that can do that.

STEVE RIEGEL: In a presidential year, a lot of the candidates want to get your attention when they -- They all go to state fairs, and they would love to get on -- I have actually been contacted by a consultant of one of the candidates, "Can we get on the app?" That's a down-the-road discussion, but it's interesting. They all -- As you know, they all want to go on your fairgrounds.

Okay. Is this where you turn over, Ron?

RON WEBER: No, that's you still.

STEVE RIEGEL: It is still me?

Okay. "System states must be developed without any conductivity faults and includes system support, maintenance to ensure continuous operation."

I mean we can't go down. I mean I can break a reader. A reader can go down, but we cannot go down. We do not depend on the internet, with the exception of credit card sales. But your show does not stop if -- You know, if people have value on a card, they continue -- or a phone -- they continue to get on rides.

RON WEBER: And credit card sales are hardwired.

STEVE RIEGEL: So we continue to work.

Cloud-based systems won't be able to function. This has got to be you, Ron.

RON WEBER: Oh, yeah.

So on a Cloud-based system, and we've used systems before that have -- they store transactions. So even though it appears that it's still -- Let's say the internet is down. You can run three or four or five transactions that will be recorded in its memory, but in reality the system is not working.

So it's approving it; right? It's approving it. You're scanning, you're getting on the ride, you're getting on the ride, but then when the system comes back up, you might have overused that card. You know, that person might not have had enough credits to get on that card [sic], because it wasn't really working. It looks on the outside like it's working, but it's not really working.

With the FunTagg system you know if you have
enough credits to get on the ride.

So there is a potential loss. Even though it appears it's working, there's a potential loss because it's really not working when the internet is down.

So your purse, your money, is on the card itself. That's the absolute key. The only -- With FunTagg, if the internet goes down or if there's catastrophic failure in the internet or something else, the only thing you won't be able to do is have realtime reporting. That's the only thing. All the data is still there. And whenever the internet comes back up, all the data goes back on. You have all the reporting.

Or even if there was some horrible thing that happened or they cut the line coming in, you could go around with a scanner, each ride or game, and get all that data and collect it and give your report at the end of the night. So reliability-wise and functionality-wise there's nothing else that can even come close to comparing to it.

Security.

STEVE RIEGEL: Okay. Get back to security, but I want to give you a demo real quick on this thing.

We mentioned that there are gonna be people in ticket booths. We have kiosks, and then for the individuals that want to deal with people behind a booth, they'll work with a screen that looks like this. (Indicating.)

And the reason I'm showing you the screen is that it's same to the screen that they'll see if you go into a kiosk. It's very simple. If you want a new card, you want to recharge it, you want to get a wristband or you want to scan a code for presales, I can cake it through.

FREDERICK SCHENK: Can you pull that up there, so we can see it?

STEVE RIEGEL: You know, we didn't ask your technical guy whether he had the ability to --

FREDERICK SCHENK: That's all right if you can't. I just figured it was easier to see it there, than walking sideways.

STEVE RIEGEL: Yeah. Yeah. And I can certainly pass it around.

But I just want to show you. He mentioned realtime. Every transaction -- I'm gonna do a tag history here. This is also used in customer support.

Someone says, "I bought this wristband. I bought this card and I can't get on -- we didn't go on any rides. I want my money back."

They take the credential and they hold it up here, and it says exactly what they did. It says exactly when it was activated, the date and the time, on which tablet activated it, and then what -- the reader numbers, the credits that were taken off. So all the detail is realtime.

So don't confuse realtime accuracy end-of-day reporting with continuous reporting. If you want continuous reporting, they're gonna have systems in place to watch it, if you're going to stand and watch that. But most importantly you want to see activity as it goes through the day, probably at the end of the day, what were the peak times. You'll have all that data.

Okay. So for security, I'm gonna read some of this verbatim, because these are important words and I don't want to misspeak.

We use a variety of technologies, because think about the interactions you have. The card to the reader, how is that secured? The reader to the Cloud and access to the Cloud, so each one of those.

Cryptographic hashes are used to store alongside the transaction data within the card and wristbands to verify the authenticity of the data and the quality of the transactions.

It's a mouthful, but it needs to be spoken to.

Transaction data that's transmitted over the internet and stored in the back-end database is secure -- securely transmitted over an encrypted SSL channel using industry standard TLS and HTTPS.

All back-end data is only permitted by users with appropriate credentials.

The only way you can get on this thing is with a card that is given to you and something you know. Something you have and something you know, so it's two-factor authentication.

No password or pins are ever stored in plain text or otherwise. Only hashes are stored, which is industry standard and best practice to produce the history.

Reports. Okay. Maybe we should go -- Why don't you speak to this for a second. I'll see if I can get them up on my phone.

RON WEBER: So our management software is mobile friendly. You can look on your cellphones to get the reports, however you want to customize it.
The reports are -- We use HMI dashboard. That can give you an unlimited number of reports, however you want to look at the data at the end of the day. And Steve has even worked with some of the different fairs to custom -- some fairs want to see certain things at certain times and others want other things. So we can customize those reports to give you the information you need.

And you know, that information, whether it's with marketing or operations, it promotes efficiency of sales, hours and labor and things like that, customer service resolutions, and ease of redemption.

STEVE RIEGEL: Well, you know, when you're at a fair, people like yourself want to see realtime reporting, and you want to see it in your hand. You don't want to have to run off to a terminal to see it. So I'm gonna bring my screen back up, and I'll show you the kind of thing that you'll have in your hand.

Oops. You don't want Uber. Okay. There you go. It might be hard to read. Actually, I'm not liking this green color. It looks good in your hand.

It doesn't look good on the screen.

So while you're walking around the fair, you have the option of seeing all or just that day's revenue, and it's broken down by cash, credit, and if there's activation fees involved. It depends on the event. Then the visits, how many visits.

Again, you can go by -- You can go daily report or you can go an hourly report, and then the actual visits, the time of day, credentials, whether regular credits, wristband credits, promotional credits or dollars. So in cases where you give out non-revenue credits to firemen, children of need, etcetera, those are recorded as non-revenue credits and broken out separately.

If you say, "Okay. Revenue. I'd like to know more detail on that. I want to see which kiosks are bringing in what," tap on "Revenue" and it breaks down by the station, how much brought in cash, how much brought in credit for each one of them. It does the same with rides; you tap on the redemption side. It does the same thing for you on visits.

INDICATING.

RON WEBER: I think that thing with reports is, once you have the data and it's stored, it's in the database, it's just a matter of how you present it. So it's -- All the information is there we can present.

STEVE RIEGEL: Do you want to bring up your mirror again?
Mr. Zaitshik.

FRANK ZAITSHIK: I'm gonna kind of roll along. Mike, how much time do I have?

MIKE CERAGIOLI: Eleven minutes.

FREDERICK SCHENK: Is that including code system. So I'm gonna bring out a few things that they didn't talk about.

FRANK ZAITSHIK: So I'm gonna roll a little slower than I was.

First of all, I want to tell you about the everyday challenges of the FUNcard system and the bar code system. So I'm gonna bring out a few things that they didn't talk about.

Battery life. Battery life on the FUNcard first tomorrow as well.

We talked a little bit about could you use it on food or could you use it on other components of the fair. You can. My vision for myself, and I would hope for you folks, as well, to one day to have a gate to gate. You're here in the world of mouse. I don't know if that's a good thing or a bad thing, but I know when you go to the mouse, boom, one stop, boom, boom, boom, boom. That's what we're gonna provide for you, and that's what this system has the capabilities to do.

And we can talk about all the money that this thing's gonna generate, and then a lot of people want to talk about, "Well, the old carnival guy is doing that because he thinks we're stealing the money." This is not about revenue alone. First, second, and third it's about enhancing our customers' experience. And I switched to this system because I want to be first not only today, but I want to be first tomorrow as well.

So what does that mean to you? What it means is, instead of getting 20 cycles, maybe you're only gonna get 15 cycles. So that's gonna have an impact not only on your revenue, but even more important it's gonna have an impact on your customers' experience.

And I switched to this system because I thought it was more important to be here than it was to go there, even though I miss that dramatically. These guys know so much more than I do, but what I did is I lived, breathed, and worked with the first tomorrow as well.

FRANK ZAITSHIK: That's an unbelievably important thing. For information purposes, I want to know if that's a good thing or a bad thing, but I know if that's a good thing or a bad thing, but I know when you go to the mouse, boom, one stop, boom, boom, boom, boom. That's what we're gonna provide for you, and that's what this system has the capabilities to do.

MIKE CERAGIOLI: No.

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and it's 3:00 o'clock on Saturday, and I want to know what total ride revenue is at 3:00 o'clock on Saturday. This system will do that. But even better than that, it has built into it, in 2021, Fred's gonna call me up and say, "Hey, Frank, it looks a little lighter out there than it did last year. Can you tell me how we're doing?"

And I can say, "Yes, sir. Last year we grossed a thousand dollars at 3:00 o'clock on Saturday. This year we're at 2,200. So we're way up."

I'm gonna give you historical data hour by hour, day by day. That's what this system can do for us.

We believe, and we don't want to make -- We don't want to make claims that we -- that will get fact checked and we're wrong. So we believe that we're the first app that's gonna be able to utilize push notifications and we're gonna be able to utilize data collection for future marketing.

Now you folks understand all of what we're talking about push notifications. We're gonna send you to the pig races at 3:00 o'clock. We're gonna offer you two corn dogs for the price of one from 5:00 o'clock to 6:00 o'clock. Everybody gets tired of their push notifications, but not when it's saving them money or it's giving them information when they're at an event that they want to be at. So that's what we do.

And I want to go back to what I said. And I'm a corny guy, and some people like it, some people don't, but I'm a very transparent guy, and I'm gonna go back to always first, always best. And if you guys and ladies give us the opportunity and you give this fella, his wife, his mom and dad, her dad, the opportunity to be your concessionaire, it's gonna be a marriage made in heaven. You'll have the right combination, and I know that as sure as I'm standing here right now before you. I'll come back next year and you can tell me if it's liar, liar pants on fire or if, my golly, this is the road to the beginning of wonderful relations.

Thank you so, so much for listening to us.

I hope you have some questions. Lay it on us, because we want questions. There was a commercial one time that said an educated consumer is our best customer, and we believe that and in the products that we have.

Thank you.

MIKE CERAGIOLI: You've got four minutes left, if you've got anything else.
FRANK ZAITSHIK: But, Steve, to emphasize, that's their choice.

STEVE RIEGEL: It absolutely is your choice.

FRANK ZAITSHIK: Is this an appropriate question, too, or am I crossing the line?

The RFP called for a certain amount of guest relations and a certain amount of self-vending machines. Would it be across the line to see our vision?

We own 125 rides. We operate three different carnivals. Sometimes we play two state fairs or three state fairs at the same time. So just in our -- in our business plan calls for way more than 40 self-service kiosks.

I can -- Can I say this, that -- what my vision is for Wade Shows company, as far as what we're gonna end up happening, or am I crossing the line?

MIKE CERAGIOLI: I think it is. You're talking about Wade Shows, and --

FRANK ZAITSHIK: Yes, we're talking about Wade Shows. Wade Shows -- Wade Shows, within the next year, is gonna have 200 self-service kiosks, not 40, because we see that as a vision. We see that as a customer convenience, once again. We want people to have the ability not to wait in a long line. We want -- We want them to have the ability to go to that self-service kiosk, and we want them everywhere, and we want them to be able to use their phone as often as they want and just go back and, bing, reload, reload, reload.

RON WEBER: But that's kind of the point with the app. You don't even need the self-service kiosks.

And this is the interesting thing for marketing or for communications is we think about coming to the midway and selling them the ticket; right? And the challenge now is we've got to get them to have the app before the fair starts or when they're in the parking lot or maybe on the tram. We see that as a tram drives you around, or signs at the front gate, "Download the app now," because we want them to be ready to go when they get to the midway, not just thinking about buying a ticket. We want them to have the ticket going so they can go straight to the thing. So kiosks and ticket boxes, we might not even be talking about those things in a couple years, you know. They might not even exist, except for maybe some people that aren't used to using their phones or whatever.

STEVE RIEGEL: And one last word on kiosks,
FRANK ZAITSHIK: Yes, I'm the subcontractor there.

KATIE MUELLER: Okay. Got it.

CARLENE MOORE: Kind of along those same lines, it referenced in the RFP that, Steve, you would be available during implementation. What is it -- How do you see that period of time?

STEVE RIEGEL: Well, me or, even more importantly, my engineers or guys on my team would be, yes. But, you know, one of the demands of the RFP, we have -- we have resources available, you know. Yeah, we'll be on site.

FRANK ZAITSHIK: I'm gonna answer better for him. If I have anything to do with it, he'll be here as much as you want. He'll meet you in the morning with your coffee, and he'll be at the end -- be with you at the end for the night. And that's gonna be my job. I'm the subcontractor. He works under me. And so even though I don't have the technical answers, you know, I'm gonna be the guy that drives that train with the FunTagg system.

STEVE RIEGEL: I get to leave when Frank says I can leave is the relationship we have.

RON WEBER: Just a word on the technical side, too. When you're operating, and I've operated for Frank most of the systems that he's used, you know, most of your time is not so much the system, per se. It's the connectivity, making sure the access points are working and the readers are working -- not the readers, but the scanners are working. That's where all your time is. With the NFC, there's really nothing to do. You know, just tap it, it goes, you know.

FRANK ZAITSHIK: And certainly the system you had last year they did a good job, but I'm gonna liken it like this. And if they were sitting in the room, I would say the same thing. Have you all ever heard the expression put a $60 saddle on a $10 horse?

PATTY CAMERON: I haven't.

FRANK ZAITSHIK: So my view on that is --

PATTY CAMERON: We're in San Diego --

FRANK ZAITSHIK: -- you can add more and more to the bar code technology, but at the end of the day you're still gonna have the bar code technology and you're gonna have a basic product there. And so I'm gonna abandon that. I'm not gonna use it anymore. I still have it. I still own it. It's paid for, but I'm gonna go to this system, because I'm not gonna put $60 saddles on $10 horses.

FREDERICK SCHENK: I have a question, and it goes back to what Katie was asking. I really want to better understand relationships here. And, John, you're welcome to chime in if you feel it's appropriate from a legal perspective.

FREDERICK SCHENK: Of who?

FREDERICK SCHENK: Of Adam. You're a --

FREDERICK SCHENK: No.

FREDERICK SCHENK: Well, because you're in the carnival business and he's in the carnival business.

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FRANK ZAITSHIK: So my view on that is --

JOHN MOOT: Well, maybe something you can relate. Frank has a carnival. So the single contract carnivals are the type of operations that Frank runs. Is that correct?

FREDERICK SCHENK: But there is overlap in what you do and what Adam does.

RON WEBER: Your experience here with some of the carnivals -- Frank operates a carnival. He --

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FRANK ZAITSHIK: -- you can add more and more to the bar code technology, but at the end of the day you're still gonna have the bar code technology, but at the end of the
FRANK ZAITSHIK: That's the way that it will direct; you go to the general contractor.

RON WEBER: Wade Shows and --

FRANK ZAITSHIK: Don't answer that. Let John answer that.

FRANK ZAITSHIK: Additionally, let me put it along those lines. So you've essentially asked for a contractor or subcontractor. Just the way it breaks out, all the money is made on the game side, because you have to give the digital ticketing system free.

KATIE MUELLER: Okay.

FRANK ZAITSHIK: What I'm trying to say is that operation. He has people, that work for him, necessarily the person that implements every aspect of this event. There's no way that my equipment is going to work flawlessly. This is an important event to me. It's very user friendly. So there's not a whole lot of instruction. Another way, as well. I know Guy and Charlene very well. They're not the ones that actually push the buttons. They have a technical --

KATIE MUELLER: I don't think we need to compare proposals against each other.

KATIE MUELLER: I don't think we need to deal with the subcontractor who is gonna be on site and responsible for that part of the operation.

FRANK ZAITSHIK: Steve will be there as -- as long as I say he'll be. Ron will be my representative, as well.

KATIE MUELLER: Okay.

FRANK ZAITSHIK: We both, technically, answer to -- We can do it two of three ways. He's the general contractor. Normally in a general contractor situation, if you have a problem with the subcontractor, you don't go to that subcontractor direct; you go to the general contractor.

KATIE MUELLER: Right.

FRANK ZAITSHIK: That's the way that it will be here. But because I'm a high-profile guy, and then maybe you won't stand on ceremony, if you saw me here and you needed some help, I'd be the guy to help you.

Or you could file a formal way of doing it and say, "Adam, you've got a problem over here. Get that fixed right now."

KATIE MUELLER: Okay. So along those lines of what you just said, in the proposal it states that Adam and Debrawn are gonna be running the digital ticketing system here at the San Diego County Fair.

So are you -- Steve gave most of the presentation about the digital ticketing side. Are you schooled up on the digital ticketing side, as well? Like you understand how to run the reports and do all of the technical aspects?

ADAM WEST: Steve, can you elaborate on that?

FRANK ZAITSHIK: As well as other people do.

FREDERICK SCHENK: I get that.

JOHN MOOT: It was unusual the way the RFP was split, because typically they don't get split along those lines. So you've essentially asked for a representative, as well.

FRANK ZAITSHIK: I'm asking is Steve Riegel, because it said you were wondering. I'm more concerned with something goes wrong, something goes down.

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FRANK ZAITSHIK: The New York State Fair, --
FRANK ZAITSHIK: Okay. I didn't see any
FRANK ZAITSHIK: Yes, sir.
FRANK ZAITSHIK: Which?
FREDERICK SCHENK: Yes, sir, often.
FREDERICK SCHENK: Frank, here's my problem.
FRANK ZAITSHIK: If I book a ride at the
FREDERICK SCHENK: I don't want, you know, finger pointing in
FRANK ZAITSHIK: I'm responsible to him.
FRANK ZAITSHIK: He works under my auspices.
FRANK ZAITSHIK: The New York State Fair,
FREDERICK SCHENK: He's gonna be answering to my concerns. Who's gonna be the
FRANK ZAITSHIK: To the safety issue, I can't go to the fair manager of the
FREDERICK SCHENK: I'm not saying I want
FRANK ZAITSHIK: If you're the digital ticketer,
KATIE MUELLER: It actually does ask for the
JOHN MOOT: You haven't asked for it yet.
ADAM WEST: I don't see any for Frank.
FRANK ZAITSHIK: If I book a ride at the
FRANK ZAITSHIK: I'm不说ing I want
ADAM WEST: I didn't think it would be
ADAM WEST: I didn't see any for Frank.
FRANK ZAITSHIK: Yes, sir.
FREDERICK SCHENK: Have you worked
The answer is, as we presented it today, in 2020 our hope is that the system will operate for the first time at the Florida State Fair.

KATIE MUELLER: And that was my second question. I had a difficult time, when I was reading through your technical proposal, finding the app on my iPhone.

STEVE RIEGEL: We haven’t published it.

KATIE MUELLER: Okay.

STEVE RIEGEL: Yeah.

CARLENE MOORE: I have a technical question.

STEVE RIEGEL: For the record, this will be the sixth app that I’ve published. I’ve done quite a few and some that are quite successful. So it’s not unfamiliar turf.

CARLENE MOORE: So you talked about that, and also in the RFP, about approximately 50 -- maybe it says 52 transactions can be stored on the device.

FRANK ZAITSHIK: Don’t dance around.

KATIE MUELLER: That clarifies it.

MIKE CERAGIOLI: So on that same line, let’s say your WiFi piece goes down. How long do you anticipate the -- So you could have 50 transactions per card that occur before the system completely goes down then, if the WiFi was out? I’m trying to understand that.

STEVE RIEGEL: So let me take a step back. We don’t rely on WiFi to work. It’s not going to go down. That’s important to understand. I thought I drove that home. The system will not go down. The interaction is between the device and the reader, that’s it. We do not need WiFi.

KATIE MUELLER: You mean you can keep debiting credits, but the payment -- the payment processes will go down?

STEVE RIEGEL: If credit card acceptance, I assume, is gonna be hardwired at this event --

KATIE MUELLER: Well, and that was -- Who does the hardwiring of ticket booths? I heard that mentioned a couple times. The hardwiring of the ticket booths and the POS systems, who will provide that function?

RON WEBER: Our staff, the Wade Shows and --

KATIE MUELLER: The Wade Shows will do the hardwiring? Okay.

RON ROGERS: I have a technical question.

FRANK ZAITSHIK: And which we have numerous experience.

ADAM WEST: Just a little clarity of the RFP. The RFP asked for a game operation to subcontract a digital ticketing system or a digital ticketing system to subcontract a game operation. So some of the confusion seems to be that.

This is the 22nd DAA asked for. They asked for a subcontractual agreement between a game operation and a digital ticketing system. That is not normal, and I don’t believe there is one agreement like that in North America where a game operator has been asked --
KATIE MUELLER: I don't think that was relevant to anyone's question, and we only have a limited time to get through our questions.

ADAM WEST: Is there a time limit on this section?

KATIE MUELLER: Yes, there is. And taking the time to tell us how flawed our RFP is, is probably not what we want to spend our time doing.

ADAM WEST: I'm not talking about a flawed RFP. I'm just simply stating the RFP asks for a subcontract from one to the other.

KATIE MUELLER: When it comes to the devices, inside of your proposal there was no recommendations as far as a device.

I've seen RFID systems in the past that have used wristbands. You demonstrated a card today. I'm wondering what is the device that you're proposing that the digital tickets are loaded on and what is the cost of those devices? If you notice in the RFP --

STEVE RIEGEL: It mentioned cost?

KATIE MUELLER: What's that?

STEVE RIEGEL: I don't know if the RFP mentioned cost of the credential.

KATIE MUELLER: Well, in the RFP we state at the end, I believe, I can't remember what page it was on -- thank you; very nice -- we -- that the San Diego County Fair will pay for the pay-one-price wristbands, but the device cost never -- is not part of what we anticipate paying for. So what's the cost of the devices, I guess?

STEVE RIEGEL: Are you talking about this being a device or -- (Indicating.)

KATIE MUELLER: No, the wristbands.

STEVE RIEGEL: The wristbands?

KATIE MUELLER: Yeah.

ADAM WEST: The understanding of the RFP is that we are to provide a digital ticketing system at no cost.

KATIE MUELLER: Okay.

ADAM WEST: How you deliver the ticket is after the delivery of the --

MIKE CERAGIOLI: So there's no cost to us for the cards or whatever?

ADAM WEST: That's not specific in the RFP on how you deliver tickets, whether it be this way or any other way, but it's not specific in the RFP.

KATIE MUELLER: So we would -- So you would be anticipating that with the RFID system the San Diego County Fair would be purchasing whatever device it is that the tickets are loaded on, whether it be cards or wristbands or what have you?

ADAM WEST: I think that's something that can be talked about afterwards, but that's not highlighted in the RFP as something that we've been asked to do.

KATIE MUELLER: I'm asking you, yes or no -- I don't care if the answer is yes or no. Would that be a cost that the San Diego County Fair would be expected to incur or would All State 38 be providing the device free of charge?

ADAM WEST: The financial proposal was developed over the cost of the evaluation of the RFP. So if you're asking for something that's new and not specific in the RFP, then our financial --

KATIE MUELLER: I'm not asking for anything new. I'm just asking if the devices are a cost that's gonna be incurred by us or by you.

FRANK ZAITSHIK: If I may, do you mean device as the hardware --

KATIE MUELLER: I'm sorry. I'm probably --

FRANK ZAITSHIK: -- or are you talking --

MIKE CERAGIOLI: You mean the --

THE COURT REPORTER: You cannot all talk at the same time.

STEVE RIEGEL: The digital media that we're going to be putting the tickets on?
FRANK ZAITSHIK: Sorry, Steve.

STEVE RIEGEL: Okay.

FRANK ZAITSHIK: Please. Please.

FRANK ZAITSHIK: Sorry, Steve.

ADAM WEST: The digital ticketing world is ever changing. Something that -- This is a five-year contract: Three plus two -- three plus one, plus one.

Five years from now the digital world is gonna be so different. Bar code and other systems are possibly not even gonna be around. It's gonna change a lot of times over the next five years.

MIKE CERAGIOLI: We're going on guys. I have one question here real quick.

FRANK ZAITSHIK: I don't believe that has anything to do with what we're -- We're proposing a system that will be relevant in the next five years.

MIKE CERAGIOLI: Let me go quick.

Mr. Moot, you'd sent me a little recently saying that you're submitting this proposal here just because of our answer to question 38 on the addendum and that you're reserving the right, you know, to protest this.

I've got a question. So if we don't award you guys, you're protesting; right? Is that how that --

ADAM WEST: I'm going to relay that question to John, because I think we're starting to get into some pretty technical questions that might not be relevant.

MIKE CERAGIOLI: Well, I'm asking John. You sent me a letter -- He sent me, on behalf of you, a letter saying that you guys have submitted this proposal, you're doing it just because you had to, because of our answer to question 38 on the addendum saying that you're submitting this proposal here just because of circumstances for that. And it could quite -- It quite easily could be an added-value solution. And what I mean by an added-value solution is maybe there's a one-time activation fee for this armband, but in return for this one-time activation fee there would be additional value placed on it.

ADAM WEST: Additional ride credits, yeah.

KATIE MUELLER: Okay.

FRANK ZAITSHIK: That's one solution.

KATIE MUELLER: I've seen that done before.

FRANK ZAITSHIK: Another solution is the operator bears the entire cost of that. And, obviously, a third solution is the fair bears that whole cost. Or a fourth solution is a great system coming together for the mutual benefit for everybody and working out something that everybody is comfortable with.

And I think, on this side of the table, if I have any influence over any of this, it would be a resolution that you would be comfortable with and would be happy moving forward.

FREDERICK SCHENK: Adam, do you agree with that?

ADAM WEST: Do I agree with that? Yes.

STEVE RIEGEL: There's one additional way, that Frank --

FRANK ZAITSHIK: Please. Please.

FRANK ZAITSHIK: Sorry, Steve.

ADAM WEST: The digital ticketing world is ever changing. Something that -- This is a five-year
Under the law you have to exhaust administrative --
MIKE CERAGIOLI: I get that. I'm asking you
right now.
JOHN MOOT: So we have to submit a proposal
to reserve a right to protest.
MIKE CERAGIOLI: I understand that. I agree
70 percent with that.
JOHN MOOT: That doesn't mean we are going
to protest.
MIKE CERAGIOLI: So I'm asking you the
question what happens if you get awarded the contract.
Will you be protesting?
FRANK ZAITSHIK: If we feel that we have a
better opportunity --
JOHN MOOT: That wouldn't make much sense.
THE COURT REPORTER: Excuse me.
JOHN MOOT: I don't think we would do that.
Why would you protest your own award?
MIKE CERAGIOLI: I'm asking because it just
sounded like it was almost like you were saying.
"Well --" I don't know. I felt like --
JOHN MOOT: It was simply to preserve our
administrative remedies under your rules. That's all.
KATIE MUELLER: Can you describe what other
fairs you've provided the soft-sell approach at,
besides San Diego?
ADAM WEST: Every fair I go to.
KATIE MUELLER: Okay. Every fair you go to
is soft sell. And what charities in San Diego County
have you supported through your soft-sell, non-agent
approach?
ADAM WEST: ELDTC, El Cajon.
KATIE MUELLER: E-L --
ADAM WEST: I find that to be proprietary
information, also, on who my connections are with.
MIKE CERAGIOLI: All right, guys. I've got
to call it quits.
CARLENE MOORE: Ron had a technical
question.
RON ROGERS: I have a really quick question
regarding connectivity.
So if there's loss of connectivity, I
understand, if I have $50 worth of credits on the card
I can go to rides until that credit is gone; right?
If there is a total loss of connectivity,
would I be able to go ahead and reload that card?
STEVE RIEGEL: With cash, because credit
cards can't get processed without connectivity.
RON ROGERS: Well, is there a possibility of
storing forward on those credit card machines?
1 as simple as that.
2 FRANK ZAITSHIK: Fair enough, sir.
3 FREDERICK SCHENK: And my one last question
4 is to you, because I just wanted to make sure I
5 understood what you said with regard to the
6 volunteers. You said some of that's proprietary.
7 I want to make sure that whoever you decide
8 to be an organization with whom you volunteer -- have
9 volunteers is one that I'm not embarrassed to say, you
10 know, these young people are the volunteers working.
11 So it may be proprietary, but I want to make sure that
12 it's an organization or organizations which I can be
13 proud to take my wife and kids and say these are, you
14 know, great people that are doing this kind of work.
15 So it may be proprietary, but I want to make
16 sure that we have a say in terms of the kind of
17 volunteers, that they're community service oriented;
18 they're not, you know, skewed one way or the other in
19 our general population. Do you understand?
20 ADAM WEST: Absolutely.
21 When I said proprietary, in this business
22 people like to steal what you do. And if this -- And
23 if this presentation is made public, then the
24 opportunity presents itself. Everybody that works for
25 me will be a hundred percent qualified to work at the

1 San Diego County Fair, more qualified than the people
2 that work for the San Diego County Fair, I can
3 guarantee you that.
4 FREDERICK SCHENK: But you understand what
5 my issue is?
6 ADAM WEST: Absolutely. You're asking if
7 I'm using good organizations or not.
8 FREDERICK SCHENK: Right.
9 FRANK ZAITSHIK: I can say that my
10 experience and my carnival hat and Adam's role as a
11 game concessionaire booked with the Wade Shows, we've
12 been a hundred percent satisfied with the volunteer
13 groups that he has or, Fred, I wouldn't have him.
14 My whole -- My whole business life is
15 created on reputation experience of those that I do
16 business with. And I would encourage you to talk to
17 anybody that has ever done any business with me, and I
18 think the same answers that I'm giving you right now
19 is what they would give you.
20 And I'm giving -- I'm giving him -- I'm
21 giving him an "A." He's a little nervous with the
22 presentation. There's some things that he saw there,
23 that didn't appear to him that the playing field was a
24 hundred percent level. I'm going -- I'm not saying
25 that that's right or wrong, sir. I'm saying he may
Frank, can you tell me, is your name mentioned anywhere in here?
FRANK ZAITSHIK: I couldn't tell you that.
FREDERICK SCHENK: I can tell you, I didn't see it. So I'm -- Here's -- If you could direct me -- or, Adam, if you could direct me to, you know, something. Not about Wade Shows; about you, Frank.
FRANK ZAITSHIK: About me?
FREDERICK SCHENK: And that causes some pause in my thought process about -- So who's your second person? Who's number two to you?
FRANK ZAITSHIK: I have numerous number twos. That's not an evasive answer. I own three carnivals. I play multiple state fairs at the very same time. So each one of those carnivals has a number two.
FRANK ZAITSHIK: Wade Shows is not mentioned in there?
FREDERICK SCHENK: Wade Shows is, but I don't see anything about you.
FRANK ZAITSHIK: About me?
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| working | 37:15, 22, 23, 24 38:3, 4 59:5, 5, 6 70:20, 79:10 86:10 |
| worth | 53:15, 16, 16 72:9 83:18 Wow 30:17 |
| wristbands | 39:10, 24 43:6 45:9, 14 14 77:4, 8, 20 |
| wristbands | 26:3 40:25 74:16 75:2, 8, 9 76:1 |
| write | 27:19 49:12 68:11 |
| writing | 24:15 69:9, 11 |

| zones | 3:6 |
All State 38, Inc.

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**Digital Ticketing System**

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**Carnival Game Operations**

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**Grand Total Technical Score**

|                  | 48.5 | 109 | 146.9 | 104 |

**Combined Average Technical Score**

|                      | 102.10 |

**Financial Score**

|                   | 100    |

**Overall Score**

|                  | 202.10 |

Katie Muller, Panelist #1
Carlene, Moore Panelist #2
Fred Schenk, Panelist #3
Rita Walz, Panelist #4
RCP

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Grand Total: 99.5 90 75.5 91.9

Average Technical Score: 89.23

**Carnival Game Operations**

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Grand Total: 99 90 74 87.5

Average Technical Score: 87.63

**Grand Total Technical Score**

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Financial Score

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**Overall Score**

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Katie Muller, Panelist #1
Carlene Moore, Panelist #2
Fred Schenk, Panaceaist #3
Rita Walz, Panelist #4
# TECHNICAL EVALUATION SUMMARY SHEETS

**RFP No. 19-04, Digital Ticketing System and Carnival Game Operations.**

**NAME OF PROPOSER:**

## 3.2 MINIMUM-QUALIFICATION REQUIREMENTS

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<td>G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)</td>
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A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. Proposer's Relative Experience and Qualifications - (30 points)

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer's technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:

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SUB-CONTRACTOR Stephen D. Riegel was very experienced and presented the RFID technology very well. RFID is state of the art and has been shown to work in extreme application.

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Weaknesses:

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Fun tab has not yet been used in similar venue to the SDCF. Sub-contractor, Frank Bait, while very impressive in his presentation, is not even mentioned in the main Body Page.
Questions:

Unclear who will actually manage technology. Mr. Taitshik refers to 2 assistants, but neither he nor they are identified by name or responsibility in proposal.

Mr. West is in charge but not clear he is well versed on the technology. What happens if technical issues arise?

Points: (30) x level of quality 77% = (22) Total Score

b. Staffing and Management - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel's level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA's digital ticketing system requirements. Identify key staff members, describe each key staff member's experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.
Maximum Points – 20

Strengths:  
Mr. West has experience in operations but none in fun tag6 technology. Strong success in operating of Carnival Games.

Weaknesses:  
No tech experience and relying on subs, not all of whom are mentioned in the submission.

Questions:  
Why was Frank Fairchild, who spoke for over 20 minutes in the presentation about the strengths that he would bring to the proposal, never identified in the document?

Points:  
(20) \times \text{level of quality} = \begin{array}{c} 70\% = (14) \end{array} \text{ Total Score}
c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

STATE OF THE ART TECHNOLOGY; PREMIUM

RELIABILITY & QUALITY, ALTHOUGH NOT COMPARATIVELY

TESTED IN SIMILAR SIZED FAIR, INTEGRATION

APPEARS WELL DESIGNED.
Weaknesses:

All concerns stated in previous sections are being

Team member responsibilities are unclear.

I.e. in proposal.

Questions:

Points: (50) X level of quality 80% = (40) Total Score

OVERALL SCORE DIGITAL TICKETING SYSTEM: 76
5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer's Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer’s subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
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- notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:

SUCCESSFUL CAREER IN CARNIVAL GAME OPERATIONS.
DEMONSTRATED SUCCESS AND TECHNICAL KNOWLEDGE OF INDUSTRY

Weaknesses:

UNABLE TO FULLY NET SUBCONTRACTORS
b. **Staffing and Management** - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel’s level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA’s carnival game operations requirements. Identify key staff members, describe each key staff member’s experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

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- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:

Mr. & Mrs. WEST HAVE DEMONSTRATED SUCCESS AND COMMITMENT TO THE CARNIVAL INDUSTRY

Weaknesses:

STAFFING/SUB CONTRACTORS ARE NOT CLEARLY IDENTIFIED IN PROPOSAL ALTHOUGH PRESENTED DURING YOUR LONG INTERVIEW

Questions:

WHY WAS THERE VOID IN MORE COMPREHENSIVE INPUT ON KEY PARTICIPANTS

Points: (20) X level of quality 60% = (12) Total Score
c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

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Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

Good understanding of 22nd DAA requirements and scope of work. Sufficient quality of equip.

Weaknesses:

Same as stated earlier.
Questions:

Points: (50) x level of quality 30% = 35 Total Score

OVERALL SCORE CARNIVAL GAME OPERATIONS: 71

TECHNICAL PROPOSAL OVERALL SCORE: 147

Evaluation Panelist: Frederick Schenk
Signature: [Signature]
Date: 12/3/19
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- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:
Wade has used other digital ticketing software designed by Steve Riegel.

Weaknesses:
The RFP specifies the DAA will only consider a complete, 100% proven fully operational digital ticketing system. Fun Tagg is not intended to be used by Wade until February, 2020.
b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel's level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

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- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.
Maximum Points – 20

Strengths:
Steve Riegel has experience with the digital technology.

Weaknesses:
The organization chart provided shows only five people to support this system 24/7.
Availability of Steve Riegel during the fair is unclear. Proposal state he will be present during “implementation”.
Frank Zaitshik’s name was not mentioned in the proposal, even though Allstate 38 would be leasing the system from him. This key personnel was missing in the proposal.

Questions:

Points: (20) \times \text{level of quality} = (30\% = (6) Total Score)
c. **Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

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- Explain in detail Proposer's back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA's credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**
Riegel appears to have designed an RFID system that is easy to use for the customer.
Weaknesses:
Scope of work requires a proven digital ticketing system. Frank stated that he would be the first to use this system.

Key personnel to perform each category of service, including subcontractors is vague and incomplete. Frank is not mentioned in the proposal.

Redundancies are not part of the RFID system. It is stated that the system will not go down. It states that the information is on the card or wristband. The RFP requires a detailed description of redundancies in place.

Information regarding the POS transaction process is insufficient. There is nothing that describes a backup plan should the POS system go down.

Staffing description does not include which key personnel would perform each category of service. Frank’s name is not mentioned in the proposal.

Questions:


Points: \[(50) \times \text{level of quality} \times 30\text{%} = (15) \text{ Total Score}\]

OVERALL SCORE DIGITAL TICKETING SYSTEM: 30
5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

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Maximum Points – 30

Strengths:
Weaknesses:


Questions:


Points: (30) X level of quality ____80__% = ( 24 ) Total Score

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel’s level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

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- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:


Weaknesses:
Small staff. Heavy use of volunteers, but that is vague in its description.


Questions:
c. **Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

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- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________


**Weaknesses:**

Key personnel staffing is minimal,
Questions:

Points: \((50 \times \text{level of quality}) \times 72\% = 36.0\) Total Score

OVERALL SCORE CARNIVAL GAME OPERATIONS: \(74\)

TECHNICAL PROPOSAL OVERALL SCORE: \(104\)

Evaluation Panelist: Rita Walz

Signature: 

Date: 12/19/19
### 3.2 Minimum-Qualification Requirements

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<td>C. Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair’s Independent Midway. Reference letters must be from within one year of the date of this RFP. (P/F)</td>
<td>☑ YES / ☐ NO</td>
</tr>
<tr>
<td>D. Provide a copy of Proposer’s written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F)</td>
<td>☑ YES / ☐ NO</td>
</tr>
<tr>
<td>E. Provide a copy of Proposer’s drug testing policy, evidence that Proposer enforces the drug testing policy and evidence that each employee of Proposer that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP will be subject to Proposer’s drug testing policy. (P/F)</td>
<td>☑ YES / ☐ NO</td>
</tr>
<tr>
<td>F. Provide a copy of Proposer’s written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F)</td>
<td>☑ YES / ☐ NO</td>
</tr>
<tr>
<td>G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)</td>
<td>☑ YES / ☐ NO</td>
</tr>
</tbody>
</table>

A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. **Proposer’s Relative Experience and Qualifications - (30 points)**

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

**Maximum Points – 30**

**Strengths:**

**Weaknesses:**

Proposer minimally addresses the section. Per the proposal, All State 38 is leasing the digital system, hardware, ticket booths, and guest centers from Wade Shows, but did not define the relationship between All State 38 and Wade Shows nor Wade Shows and Mr. Riegel (the software developer).

Low degree of confidence in All State 38’s response to the staffing plan for managing the digital ticketing system. All State 38 has stated that the same staff used to manage the to manage the game operation will also manage the digital ticketing system. Appears to be inadequate for an operation of this size and magnitude.
All State 38 provided comparison figures on 2 of the 3 projects presented and while 2 of the 3 are comparable in size/scope to the San Diego County Fair independent midway and games operation, Buc Days is significantly smaller in operation (and that information was not provided, but had to be researched by me as an evaluator). Proposal is unclear if it was a digital ticketing system provided to Buc Days.

A low degree of confidence in the reference letters provided for Wade Shows as they are exactly the same language except for one line and they don’t speak to the relationship between the Proposer, All State 38, and Wade Shows.

Questions:

Where has Fun Tagg system been successfully implemented?

Points: \( (30 \times \text{level of quality}) = (9) \) Total Score

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel’s level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.
Maximum Points – 20

Strengths:

Weaknesses:

Proposer, All State 38, minimally addresses this section. Did not provide an organizational chart, but instead referred to chart included in the game operation section.

Low degree of confidence in the response. Stated within proposal that same team would manage the digital ticketing system and the game operation. Stated at presentation that Wade Shows and Mr. Riegel would manage the digital ticketing system.

Did not clarify during presentation All State 38’s definition of “on-site during the system’s implementation” as referenced in the proposal. It remains unclear if Mr. Riegel and one of his staff will be onsite the entire duration of the Fair.

Mr. Riegel’s resume did not demonstrate experience with public agencies and fairgrounds.

Questions:

Define what “on-site during the system’s implementation” means to you?

Points: (20) X level of quality _30_ % = (6) Total Score

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable IOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

Weaknesses:

Minimally addresses the section. Actual equipment to be used, i.e. scanners, POS, kiosks, etc. is not stated. Low degree of confidence due to:

Lack of providing an organizational chart for the digital ticketing system; no proposed redundancy/back up for reporting purposes which All State 38 stated is done through Wifi and cellular; photos provided are of Fun Pass, not Fun Tagg system (the one being proposed); no references to back-ups, quantity of devices, daily check-in/out procedures; no reference to age of booths; did not provide sample reports or reference to the type of standard reports; only provided resume of one person and that person was not included on the organizational chart referenced in the game operation so this person’s role and responsibility is unclear, as well as the reporting relationship.

Submitted proposal is for an RFID system. All State 38 states “We have provided a complete wireless system along with backup…”, but then only provides examples of shows that Wade Shows (not All State 38) has provided digital ticket systems for, not RFID. Wade Shows acknowledged during the presentation that the RFID system has not yet debuted at a fair.

Buc Days is not comparable. All State 38 does not provide detail on the size of the operation and doesn’t state if it was a digital ticketing system.

Remains unclear if All State 38 has the technical skill and knowledge to manage the RFID system. This was not a detailed, technical response.
Security efforts only detailed what is within the system. There is no reference to internal audits of information, access to data by others, PCI compliance, etc. There is not an explanation as to where the data resides.

Questions:

Where does the data reside?

Points: (50) x level of quality \(\times 30\% = (15)\) Total Score

OVERALL SCORE DIGITAL TICKETING SYSTEM: 30

5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer’s Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer’s subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.
Maximum Points – 30

Strengths:

Weaknesses:

Address the section adequately, but does not provide detail of the size of the game operation managed for Butler Amusements at any of the California fairs listed and no contact name was provided. Additionally, the reference from Murphy Brothers appears to be for a ticketed cashless system, not digital.

Questions:

Points: (30) X level of quality 70% = (21) Total Score

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel's level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA's carnival game operations requirements. Identify key staff members, describe each key staff member's experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
• other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

**Maximum Points – 20**

**Strengths:**

A high degree of confidence in All State 38's game operation management team as demonstrated in the resumes provided.

**Weaknesses:**

A low degree of confidence that those same 5 people referenced in the games operation organizational chart and supporting resumes is sufficient to operate 60+ games and the digital ticketing system for 1.5M attendees, as that same chart and resumes were referenced as the answer to the Technical plan. A low degree of confidence in their technical skill/ability/experience/knowledge to manage the digital ticketing system component.

**Questions:**

How are volunteers screened?

Points: (20) X level of quality 90% = (18) **Total Score**

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c. **Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

• Items A – M in Section 3.7 Game Operations Required Documents
• How the proposed game operations meets all of the requirements described in the scope of work;
• Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
• Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
• Proposed organization of work & method is sound and reasonable;
• Projected timeline meets or exceeds expectations;
• Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;

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Page 8 of 9
• Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:
High degree of confidence in game detail provided, quality of equipment, management personnel for game operation

Weaknesses:
Low degree in confidence of the Proposer’s understanding of electronic inventory reporting. States that all inventory shipments are “records them electronically”, but samples provided are handwritten. Did not address how All State 38 achieves the 25% minimum stock average.
Low degree of confidence that all employee policies are compliant with California law. Did not reference or demonstrate how nonprofit volunteers are screened.
Proposal refers to “supervisors have many years of training and experience,” yet no resumes were provided for supervisors nor were they identified on organizational charts. Based on the organizational chart provided, if the supervisors are West’s and Ellis, then not enough supervisor-to-employee ratio for an operation this size.
Game operation photos appear to be Wade Shows brand.

Questions:

Points: ( 50 ) X level of quality 80% = ( 40 ) Total Score

OVERALL SCORE CARNIVAL GAME OPERATIONS: 79

TECHNICAL PROPOSAL OVERALL SCORE: 109

Evaluation Panelist: Carlene Moore
Signature: ____________________________
Date: 12/17/2019
**3.2 MINIMUM-QUALIFICATION REQUIREMENTS**

**DO THEY MEET THE MINIMUM-QUALIFICATION REQUIREMENTS?**

All Proposers must submit evidence of the following:

A. Demonstrate the ability to meet insurance requirements described in the RFP. Proof of ability must be attached to your proposal. (P/F) **YES / NO**

B. Provide all Licenses required to conduct business in the State of California. Proof of such licenses must be attached to your proposal. (P/F) **YES / NO**

C. Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair's Independent Midway. Reference letters must be from within one year of the date of this RFP. (P/F) **Questionable**

D. Provide a copy of Proposer's written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F) **YES / NO**

E. Provide a copy of Proposer's drug testing policy, evidence that Proposer enforces the drug testing policy and evidence that each employee of Proposer that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP will be subject to Proposer's drug testing policy. (P/F) **YES / NO**

F. Provide a copy of Proposer's written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F) **YES / NO**

G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F) **Not Provided**

A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. **Proposer’s Relative Experience and Qualifications - (30 points)**

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

**Maximum Points – 30**

**Strengths:**

The required number of letters of recommendation are provided.

**Weaknesses:**

This section is minimally addressed, and one or more major considerations are so limited that it results in a low degree of confidence in the Proposer’s response. For example, the letters appear to be a “form type letter” that states the equipment worked but does not go into any level of detail on Wade Show’s response to issues that arose, how the fair found their customer service ability to be, etc. The letters are all in reference to Wade Shows, a carnival company. They are not about the system being proposed, so while the carnival is recommended and we are told they operate a digital ticketing system, the letters are not about Fun Tagg, they system being proposed and do not mention All State 38, who is proposing to manage the system while at the fairgrounds.

The description of 3 digital ticketing system projects completed over the last 3 years is missing. Yes, 3 events are listed as reference but a description of those projects is missing. There is no solid evidence that the Proposer has completed, or demonstrated the experience, competency, capability and capacity to complete a digital ticketing system of similar size, scope or complexity.
There is a lack of detail in the description of the 3 digital ticketing system projects completed over the last 3 years which are similar in size and scope to be provided to the 22nd DAA during the Fair. A good letter of reference would have been from Wade Shows themselves explaining how they have used the digital ticketing system being proposed, Fun Tagg or even how they have managed other digital ticketing systems. The letters of recommendation are extremely vague other than to state they successfully managed a digital ticketing system. There is no mention of Fun Tagg, so I can’t be sure this is the same system being recommended. Based on evidence to the contrary, Fun Tagg, the system being proposed has never been used by any of these fairs that submitted a letter of reference. Confirmed during the presentation that the version of Fun Tagg being proposed is “hoped to be debuted at the 2020 Florida State Fair.”

During the presentation, we met Frank Zitschich, owner of Wade Shows. While the panel was impressed by Frank, there was no information about him in the written proposal.

Additionally, when references were vetted on-line, Wade Shows‘ website is lacking any information about their digital ticketing system, Buc Days, with a stated carnival attendance of 43,857 is not comparable to the San Diego County Fair’s carnival attendance and the Florida State Fair, while having 90 rides, only has an attendance of 560,000.

New York State Fair - 13 days- Called Reference, received a voice mail back, returned call and was sent to voicemail, no call back.
- 1,329,275 attendance

Buc Days - 11 days (carnival operation)- non profit organization giving out scholarships- left message, no call back.
- 43,857 reported carnival attendance (not similar)

Florida State Fair - 12 days, 560,000 attendance, 90 rides (similar number of rides but not attendance)- left message, no call back.

Questions:

What is the relationship between Wade Shows, All State 38 and Stephen Riegel? Discovered Stephen Riegel developed the Fun Tagg system, not yet used by Wade Shows. Wade Shows had been using Fun Card. All State appears to be a game company booked in by Wade Shows. This was new information not provided in the written proposal.

Points: (30) X level of quality __25__ % = ( 7.5) Total Score

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel’s level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided.
throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:

The RFID system seems interesting but by the proposer's own admission it is unproven. Furthermore, by the proposer's own admission, the app has not been published yet.

Weaknesses:

The only resume supplied was the founder of the Fun Tagg system, Stephen Riegel. The other staff to manage this system were Adam and DeBraun West, both of whom appear to have no IT background to speak of according to their resumes in the game operator section nor is there any reference to the Fun Tagg system specifically on their or anyone else’s resumes. There seems to be a lack of staff to manage a system. Evidence is lacking that shows key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution for the San Diego County Fair. P. 7 states “Staff for the digital ticketing system will be the same as our staff for our game operation listed in 5.3.2 below....." the need for a large staff dedicated to monitoring the system is not required.” The San Diego County Fair is very concerned that there is a lack of sufficient resources dedicated to this system. One of my main concerns is the statement “The need to maintain an elaborate system of intranet connectivity, trouble shooting problems with scanning and programming readers and systems is eliminated with this technology.” This statement negates the need for a contingency plan should the system fail. The section is minimally addressed but one or more major considerations of the component are so limited that it results in a low degree of confidence in the Proposer's response or proposed solution. Stephen Riegel's resume is missing dates from his experience so we don't know the period of time that his experience took place. A firm org chart clearly delineating communication/reporting relationships between the Wests and Stéphen Riegel does not exist. It became obvious during the course of the presentation that the relationships between Wade Shows, All State 38 and Stephen Riegel had not been fully worked out. They told us there is no agreement between them in existence.

This section is minimally addressed and results in a low degree of confidence in the Proposer's response or proposed solution.

Questions:

Who is the go-to person to manage this system? The proposal states Adam and Debraun West. Stephen Riegel demonstrated the product and when asked about the statement from the proposal “He will be here for implementation of the system for the first year," the question about what “implementation” means was
not adequately addressed. It was clear that there were many details of this relationship to be worked out. Furthermore, had Adam or Debraun demonstrated the system (since it was stated they were managing it) I would have had a higher degree of confidence in it.

Points: (20) X level of quality ___10____% = (2) Total Score

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c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**

Confirm’s the system can use the 22nd DAA’s credit card processing system/merchant.

Customer service booths- all areas addressed.

System can handle heavy walk up traffic.

Addressed all areas of letter Q satisfactorily

**Weaknesses:**

**See Sections A-Q Below:**

A. Hardwiring and redundancies- Page 21 of the RFP, section 3.4 letter A requires “A secure wireless and hardwired network with redundancies to ensure continuous service at all times of midway operation.” Is not demonstrated by All State 38’s proposal. Hardwiring and redundancies are not addressed.

B. POS system- Confirms the 5 items we are looking for but provides no detail on how any of the items are accomplished.

C. Confirm’s the system can use the 22nd DAA’s credit card processing system/merchant.

D. POS system’s customization and bar code acceptance- states it can accept pricing coupon and special structures provided by the DAA. Pre-printed vouchers can be accepted as bar codes or QR codes. P. 13 has a picture of a kiosk but not a POS system. How are time-sensitive such as pay one price, shut off at a certain time?

E. It can accept previous year’s barcodes if they are able to load the barcodes into system. Addresses tracking of advance vs. onsite sales. Does not explain how.

F. Confirms kiosk specs but does not provide pictures. There is a graphic of a “proposed kiosk” on p. 10.

G. Digital ticket sales booths. Addresses the number asked for but not the age of the booths. Addresses customizability, air conditioning, and security cameras. Does not confirm whether they can accommodate 2 separate sellers and POS systems. 5 photos of interior and exterior shots asked for. Found 1 photo on p. 21- exterior shot only. Location and date of photo not included. Does not address hardwiring of ticket booth as a requirement.

H. Scanners- 1 picture of a scanner on p.10 but no specs of the scanners provided.

I. Addresses configuring the scanners or “readers” and that they cannot be altered once set up by an administrator. Does not take responsibility for configuring the scanners even though the RFP states the Proposer is responsible. Does not address the daily check in and out of scanners and how that would work.

J. Customer service booths- all areas addressed.

K. Reporting- Fun Tagg reports “are some of the most easy to use and understand reports in the business. Are there any samples of reports we can see? p. 11 of the proposal states the connectivity is “The connectivity of the FunTagg system, through WiFi or cell is really only needed for reporting. If the connection is temporarily lost, the system still works perfectly, it is only the reporting that is delayed until the system comes back on line. This discounts the importance of reporting to the DAA and other
operators. It also demonstrates that it is possible for connectivity to be lost; again a problem when there is no contingency.

L. It states the system is secure and refers to 3.5C (p.19). Page 22 letter B of the RFP states “The POS system must also meet payment application credit card merchant data security standards.” This is not demonstrated. Security protocols on p. 19 of the proposal only addresses security for the devices not for the credit card terminals or processing. What is the security protocol inside the kiosks and the POS terminals? What kind of security is in regards to the app?

M. Addressed this aspect of reporting.

N. Claims the “FunTagg app is the best the industry has to offer.” However, I could not find in the app store a Fun Tag, Fun Pass (other than RCS’s Fun Pass app) or Fun Tagg or Wade Shows app. Does not meet p. 23 letter O requirement in RFP which says “The system should include a proven, reliable and customizable application approved for mobile iOS and Android-based mobile operating systems available for download on the mobile device at no charge to the consumer.” It then goes on to explain items the app must include, none of which are verifiable without an app that is currently functioning.

O. Addressed.

Other Considerations:

1. Although an RFID system does not require connectivity, there has to be some form of connectivity (cell phone, Wifi, hardwiring) for payment structure and loading of the RFID device- no explanation provided.

2. Detail is lacking in the description of 3 events at “which you have provided a hardwired data connection for a complete digital ticketing system, along with a wireless system for redundancy. Supporting evidence such as photos and detailed descriptions of hardwired equipment is missing. The reason hardwiring is so important to us is that WiFi reliability in the carnival areas is non-existent.

3. Some of the pictures provided say “Fun Pass” which is not the system being proposed.

4. p. 11 says “the system does not have any connectivity faults.” This is not substantiated anywhere.

5. Please see p. 19 of the RFP which states “The 22nd DAA will only consider proposals for a complete 100% proven, fully-operational digital ticketing system.”

6. There is a big lack of IT support proposed. There is no copy of an agreement between Wade Shows and All State 38 leading one to believe this is the first time they have partnered. There is no history of such partnership listed anywhere. We did find out from the presentation their relationship is that Wade Shows has booked All State 38 in as a gate operator in the past.

7. There is no proposed RFID device (ie wristband or card, etc) presented. When asked during the presentation who would pay for the device, the answer was ambiguous, stating that the cost would be “negotiated” even though the RFP states on p. 19 “Proposals that require the 22nd DAA to purchase software, equipment, unused devices, any aspect of the digital ticketing system or carnival game operation or pay any additional fees or costs not specifically identified in this RFP will be found non-responsive to the RFP and will not be considered by the 22nd DAA.”

8. There is no explanation of how exactly the POS system will operate, only a photo on p.13. According to Fun Tagg’s website, this is a photo of the kiosk. The POS system they propose has a photo of a touch screen looking POS. Not provided in All State’s proposal.

9. No back up plan presented if system should fail

My main concern is that statement on p. 19 of the RFP “The 22nd DAA will only consider proposals for a complete 100% proven, fully operational digital ticketing system.” The Proposer self admitted the system had not been used yet and would “hopefully” be debuted at the 2020 Florida State Fair. They also admitted the app was unpublished. The 22nd DAA is not willing to operate their midway on a system that is so new.

The responses in regards to the digital ticketing system are minimally addressed, with one or more major considerations being so limited that it results in a low degree of confidence in the Proposer’s response or proposed solution.
Questions:

No questions at this time.

Points: \(( 50 ) \times \text{level of quality } 10\% = ( 5 ) \text{ Total Score} \)

OVERALL SCORE DIGITAL TICKETING SYSTEM: _____14.5___________

5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer’s Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer’s subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
• a brief description of scope of work; and
• notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

• dated;
• signed; and
• printed on corporate letterhead or result in deduction of points.

**Maximum Points – 30**

**Strengths:**

The number of letters asked for were provided.

**Weaknesses:**

Does not demonstrate they have experience providing a game operation in similar size and scope (60 games) to the San Diego County Fair. References do not indicate how many games were operated by All State 38 in their carnivals. State Fair of Texas- they only operate 9 games. Additionally Gerald Murphy’s letter is about his experience with Adam in 2010. It is not a recent letter. Not strong letters of recommendation for these reasons. Minimally addresses the section, but major considerations (number of games operated) are not addressed resulting in a low degree of confidence in the Proposer’s response.

**Questions:**

How many games does All State 38 provide at each of their events? They list which events they play, but not how many games are managed at each.

Is All State 38 the sole game provider at any of their events? This information is not provided.

Points: (30) X level of quality ___10___% = (3) Total Score

---

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel’s level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA’s carnival game operations requirements. Identify key staff members, describe each key staff member’s experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person
designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

**Maximum Points – 20**

**Strengths:**
Experienced Operators, org chart provided, family run business

**Weaknesses:**
Question adequacy of the number of staff members provided to run an operation of this size. The response addresses the section adequately but minor considerations are not addressed such as quantity of team members. Good degree of confidence in the Proposer’s response.

**Questions:**
How big is their game operation at each of the event’s they play? Do they own and manage close to 60 games at each? This is unknown.

Points: \( (20 \times \text{level of quality } _{80\%} = (16) \text{ Total Score} \)

**c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
• Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
• Proposed organization of work & method is sound and reasonable;
• Projected timeline meets or exceeds expectations;
• Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
• Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

A. P.43 “All of the games will be owned and operated by All State 38, Inc.” Does not state that the required percentage of games are owned and have been operated by the Proposer for a minimum of 3 years.
B. Has been provided.
C. Does not address how the non agent approach has been achieved at past events. States it will be applied at the Fair. During the presentation it was stated that they operate all their games in San Diego this way. We then asked which groups they work with to supply their labor and they claim that information was “proprietary.”
D. Info on when and where photos were taken not provided. There is a smattering of photos throughout the proposal that could qualify but without info on the photos it is hard to tell.
E. Past game signage quantities have been met, but again do not include date and location of each.
F. A general description of stock operation provided. No evidence of Page 24, section 3.6 Letter C- no evidence of a proven electronic “Inventory and Reporting System” for tracking
G. Company’s hiring practices, staffing plan and appearance of game attendants not explained in full detail. Describe a scenario where they will use non-profit organizations to staff the games. Do not provide any history of this practice other than to say “they have operated with this approach at the San Diego County Fair for several years and we believe our operation speaks for itself.” No details on the number of staff needed, appearance standards, etc. No proof is supplied that their staff is paid hourly.
H. Addressed this section however if they are relying on local non profits, how much housing do they need?
I. This is addressed
J. Aerial photos provided, no indication which games they operated at each event.
K. Addressed.
L. Addressed but not confident they were the primary carnival game at these events. Only list New York State Fair and Oklahoma State Fair as examples. Talk about the app but I still cannot find it. Results listed are vague only say “This promotion has been very successful at the events where we have participated.”
M. All State has stated that they own all the games proposed.

This section has one or more major considerations that are not addressed. Namely, the experience of a game operation similar in size and scope to the San Diego County Fair’s is in question. This is resulting in a low degree of confidence in the Proposer’s response.

Weaknesses:

Their responses are somewhat vague. There is not information on an electronic inventory system as requested. Examples provided are handwritten stock reports from the 2019 San Diego County Fair. A stronger response would have been examples of stock reports from other fairs.

Questions:
No questions for this section.
Points: (50) X level of quality ___30____% = (15 ) Total Score

OVERALL SCORE CARNIVAL GAME OPERATIONS: ______34______

TECHNICAL PROPOSAL OVERALL SCORE: 48.5

Evaluation Panelist: Katie Mueller
Signature: Katie Mueller
Date: 12/16/19
# TECHNICAL EVALUATION SUMMARY SHEETS

**RFP No. 19-04, Digital Ticketing System and Carnival Game Operations.**

**NAME OF PROPOSER:**  

## 3.2 MINIMUM-QUALIFICATION REQUIREMENTS

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<td>B. Provide all Licenses required to conduct business in the State of California. Proof of such licenses must be attached to your proposal. (P/F)</td>
<td>![YES] / ![NO]</td>
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<td>C. Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair's Independent Midway. Reference letters must be from within one year of the date of this RFP. (P/F)</td>
<td>![YES] / ![NO]</td>
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<td>D. Provide a copy of Proposer's written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F)</td>
<td>![YES] / ![NO]</td>
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<td>![YES] / ![NO]</td>
</tr>
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<td>F. Provide a copy of Proposer's written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F)</td>
<td>![YES] / ![NO]</td>
</tr>
<tr>
<td>G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)</td>
<td>![YES] / ![NO]</td>
</tr>
</tbody>
</table>

A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. Proposer’s Relative Experience and Qualifications - (30 points)

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:

Generational History in Industry SUCCESS
DEMONSTRATED AT 22ND DAA IN 2019

Weaknesses:

Concern for Lack of Innovative Technology
Adequate but Not State of the Art which May Be
Reflective of Experience with Older Technology
Questions:

Points: (30) X level of quality $\frac{75}{100} = (22.5\%) \text{ Total Score}$

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel's level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.
Maximum Points – 20

Strengths:

LONG TERM TEAM WITH CLEARLY DEFINED
Job responsibilities, demonstrated team
approach and achievement within organization

Weaknesses:

Concern over inclusion

Questions:


Points: (20) X level of quality 65% = (13) Total Score
c. **Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who and how the fulfillment will be facilitated;
- Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**

- **DEMONSTRATED SUCCESS w/ BAR CODE**
- **TECHNOLOGY. BACK-UP SYSTEMS APPEAR TO BE WELL INTEGRATED. POTENTIAL USE @ TO IDENTIFY MARKETING OPPORTUNITIES VALUABLE**
Weaknesses:

NOT STATE OF ART

Questions:

Points: (50) X level of quality 80% = (40) Total Score

OVERALL SCORE DIGITAL TICKETING SYSTEM: 75.5
5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer’s Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer’s subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
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Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths: STRONG TEAM APPROACH - DEMONSTRATED AND LONG TERM SUCCESS

Weaknesses: CONCERN FOR FAITH BASED EMPHASIS AND INCLUSION
Questions:

Points: (30) X level of quality 90% = (27) Total Score

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel's level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA's carnival game operations requirements. Identify key staff members, describe each key staff member's experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
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• a brief description of relevant services provided to other clients; and
• other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:  
MANAGEMENT HAS PROVEN TRACK RECORD  
AND SUCCESS AT 22ND DAA. COMMITMENT TO  
teamwork.

Weaknesses:

Questions:  
What cohort of people do they hire to  
staff carnival games?

Points: (20) X level of quality 60% = (12) Total Score
c. **Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**

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<th>Very Good Understanding of 22nd DAA</th>
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<tr>
<td>Requires and Scope of Work, Quality of Equipment, Although Not State of Art.</td>
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<tr>
<td>Solid Team Approach in All Relevant Aspects</td>
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</table>

**Weaknesses:**

<table>
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<tr>
<th>Same as Stated Earlier</th>
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</table>

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Questions:


Points: (50) X level of quality 70% = 35 Total Score

OVERALL SCORE CARNIVAL GAME OPERATIONS: 74

TECHNICAL PROPOSAL OVERALL SCORE: 149.5

Evaluation Panelist: Frederick Schenk
Signature: [Signature]
Date: 12/18/19
### TECHNICAL EVALUATION SUMMARY SHEETS

RFP No. 19-04, Digital Ticketing System and Carnival Game Operations.

**NAME OF PROPOSER:** RCS

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<td>F. Provide a copy of Proposer’s written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F)</td>
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<td>G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)</td>
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A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. Proposer’s Relative Experience and Qualifications - (30 points)

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:
Fun Pass has been in use for several years at fairs of over 1,000,000 in attendance, including Houston Livestock Show and the Orange County Fair, as well as the San Diego County Fair.

Operator has been recognized with awards from 2004 to 2019 for Circle of Excellence.

Has operated their digital ticketing system for over 13 years at very large fairs.

Weaknesses:
b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel’s level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and

Points: (30) \( \times \) level of quality \( 93 \) \% = (27.90) Total Score
• other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:
The organization chart shows as large IT department with years of experience available for support during the fair.

Weaknesses:

Questions:

Points: \( 20 \times \text{level of quality} \times 90\% = 18 \) Total Score
c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer's back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA's credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:
A thorough explanation of Funpass was provided, complete with diagrams and descriptions of the system, kiosks as well as a backup-plan for system failure. Explanation of servers and configuration were provided, as well as thier auto failover infrastructure.
Weaknesses:


Questions:


Points: (50) X level of quality ___92___% = (46)

OVERALL SCORE DIGITAL TICKETING SYSTEM: _______91.90_______
5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer's Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer's subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:
Provided detailed description of relationship with subcontractors

Provided photos of all games.

Listed number of games at large fairs.

Weaknesses:
b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel’s level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA’s carnival game operations requirements. Identify key staff members, describe each key staff member’s experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
• a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
• a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
• a brief description of relevant services provided to other clients; and
• other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:

Game department has a robust number of employees with many years of experience.

Detailed descriptions of relevant services was provided. Identified all key management.

Weaknesses:

Questions:
c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A - M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

__________________________

__________________________

__________________________

__________________________

Weaknesses:

__________________________

__________________________

__________________________

__________________________
Questions:

Points: \((50) \times \text{level of quality } 85\% = (42.50) \text{ Total Score}\)

OVERALL SCORE CARNIVAL GAME OPERATIONS: \(87.90\)

TECHNICAL PROPOSAL OVERALL SCORE: \(179.90\)

Evaluation Panelist: Rita Walz

Signature: 

Date: 12/19/19
### 3.2 MINIMUM-QUALIFICATION REQUIREMENTS

**DO THEY MEET THE MINIMUM-QUALIFICATION REQUIREMENTS?**

All Proposers must submit evidence of the following:

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<td>C. Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair’s Independent Midway. Reference letters must be from within one year of the date of this RFP. (P/F)</td>
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<td>D. Provide a copy of Proposer's written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F)</td>
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A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. Proposer’s Relative Experience and Qualifications - (30 points)

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:

High degree of confidence in providing digital ticketing systems at events of similar scope/size as demonstrated through narrative, organizational chart, and resumes. Reference letters clearly demonstrate long-standing relationships and understanding of the work performed, experience with public agencies and fairgrounds. 13 years of successful FunPass history.

Weaknesses:


Questions:


Points: (30) X level of quality 90 % = (27) Total Score
b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel's level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA's digital ticketing system requirements. Identify key staff members, describe each key staff member's experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

**Maximum Points – 20**

**Strengths:**

High degree of confidence in the tenure of the management team, reporting structure, and knowledge and experience demonstrated in resumes. The Crisis Communication organizational chart demonstrates forethought into changing roles/responsibilities in the event of a crisis.

**Weaknesses:**

Resumes for Senior Field Techs were not included.

**Questions:**

---

Points: \((20) \times \text{level of quality } 90\% = (18) \text{ Total Score}\)
c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;

- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer's back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA's credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

High degree of confidence in items A-D as addressed in the proposal. RCS provided detail of the equipment to be used as well as detail of security protocols, system configurations, backup/redundancy, as well as diagrams of the networks. RCS has met PCI Attestation of Compliance. Additionally, they provided documentation of no access to backend data by RCS employees. Providing training in both English and Spanish is a big plus.

Weaknesses:
There is no mention of internal audits for attempted security breaches.

Questions:

Can the reporting system be accessed by our team on phones and/or tablets for real time information?

Points: (50) X level of quality __90__ % = (45) _Total Score_

OVERALL SCORE DIGITAL TICKETING SYSTEM: __90____________

5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. _Proposer's Relative Experience and Qualifications - (30 points)_

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer's subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
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Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

**Maximum Points – 30**

Strengths:
High degree of confidence in working with public agencies and fairgrounds as well as stability and experience of management team. Organizational charts are clear as to role, function, and reporting. Nearly 15 years of experience with soft sale approach to carnival game operation.

Weaknesses:

Questions:

Points: \( (30) \times \text{level of quality} = (27) \) \textbf{Total Score}

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel’s level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/ reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA’s carnival game operations requirements. Identify key staff members, describe each key staff member’s experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as “key” to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

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- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

\textbf{Maximum Points – 20}
Strengths:

High degree of confidence in working with public agencies and fairgrounds as well as stability and experience of management team. Organizational charts are clear as to role, function, and reporting. Nearly 15 years of experience with soft sale approach to carnival game operation. RCS provided organizational charts for both game operations as well as human resources department.

Weaknesses:

Questions:

Points: (20) X level of quality 90% = (18) Total Score

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

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- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:
High degree of confidence to operate both the game operation and the digital ticketing system due to separation of roles and key staff for each operation as presented in the organizational charts, reporting structure, and resumes of key personnel. In addition to providing the required information about each game, RCS provided a picture of each.

Weaknesses:

Questions:

Points: (50) X level of quality 90% = (45) **Total Score**

OVERALL SCORE CARNIVAL GAME OPERATIONS: 90

TECHNICAL PROPOSAL OVERALL SCORE: 180

Evaluation Panelist: Carlene Moore

Signature: ____________________________

Date: 12/17/2019
3.2 MINIMUM-QUALIFICATION REQUIREMENTS

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5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. **Proposer’s Relative Experience and Qualifications - (30 points)**

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

**Maximum Points – 30**

**Strengths:**
Outstanding letters of recommendation outlining experience working with RCS. Their experience shows they can handle all issues that arise. They have successfully managed this digital ticketing system at several fairs – public agencies and government operated- similar in size and scope to San Diego County Fair including the Arizona State Fair, LA County Fair, Houston Livestock Show and Rodeo, Pima County Fair and OC Fair for many of years. All considerations of the section are addressed with the highest degree of confidence in the Proposer’s response. The response exceeds the requirements in providing an exceptional solution.

Arizona State Fair- left message on 12/9, Wanell Costello returned my call on 12/10. Reported everything written in her letter of recommendation. Also that it was nice to have all the information digitally. RCS provides a promotion where they give 2 free game plays with a purchase of a ride wristband. They always donate plush when it is needed. They have used their digital ticketing system for 10 years.

Pima County Fair- left message on 12/9

OC Fair- 12/9- spoke to Michele Richards, Interim CEO for OC. Kathy Kramer has moved on. Michele has been at OC for a number of years and reports that the digital ticketing system RCS employs really sets the standard for the whole industry. The system allows for greater tracking and reporting with less opportunity for fraud. It has
been a great partnership and their systems are so far advanced. They have incurred significant investment into their systems. They have always been extremely responsive.

Weaknesses:
No weaknesses in this section.

Questions:
No questions in regards to this section.

Points: (30) X level of quality __100__ % = (30) Total Score

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel’s level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

**Maximum Points – 20**

**Strengths:**

Qualifications and experience including education, experience, credentials etc. are spelled out in each team member’s resume. A large team of people with vast experience in IT’s resumes have been provided. A firm organization chart has been provided with no question as to who is responsible for each aspect of the digital ticketing operation. Each team member’s longevity with RCS is vast and is spelled out in their resume. They have demonstrated that key personnel have more than sufficient experience and training to competently manage,
complete, operate and maintain a digital ticketing solution for the San Diego County Fair. A guarantee of that key personnel will be available 24/7 is provided. All considerations of this section are addressed with the highest degree of confidence in the Proposer’s response. The response exceeds the requirements in providing an exceptional solution.

**Weaknesses:**
No weaknesses in this area.

---

**Questions:**
No questions in this section

**Points:** \( (20) \times \text{level of quality} \times 100 \times \% = (20) \text{ Total Score} \)

---

c. **Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. Include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
• The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;

• Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;

• Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;

• Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;

• Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and

• Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.

• Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**

With RCS’s vast experience of running the Fun Pass system for 13 years at over 60 events, many of which have an attendance of 1 million plus, it is evident they understand the needs of the 22nd DAA’s midway operation in terms of digital ticketing. Additionally, although they system has never had a major failure, they do provide a back up plan, just in case.

3.5 Sections A-D Required Documents:

A. Narrative very descriptive (see below)

B. Diagrams provided of network provides a high degree of confidence in the IT team to provide a secure, fail-proof network as well as pictures of the wireless and wired infrastructure provided for the 3 events required.

C. A very thorough explanation of the ticketing systems security protocols in provided in regards to the handling of payments.

D. A detailed description of training is provided.

All considerations of this section are addressed with a high degree of confidence in the Proposer’s response.

**Sections A-Q are outlined below from the scope of work:**

A. Addresses hard wired and wireless redundancies

B. All info addressed with the exception of not specifically stating a number of POS systems available.

C. Addressed

D. Section addressed.

E. Confirmed that the POS system can handle the current unused tickets. Also that it can track presale value and specials.

F. Confirmed 30 kiosks. Security details provided. No pictures or specs provided.

G. Confirmed all details, provided 5 pictures of interior and exterior as well as date and location pictures were taken. Confirmation of hardwiring.

H. Picture and specs provided. Explanation of usage of cell phone to scanner. 400 scanners guaranteed.

I. Guarantee that the RCS IT department will store, charge and manage scanner inventory. They will have 10 back up scanners available. Missing statement that scanners will be configured at 22nd DAA’s direction.

J. Adequately addressed. Staffing not specifically called out.

K. Adequately addressed.

L. Security measures for Credit Card data addressed.

M. Financial data available explained in detail.

N. Explained thoroughly. Provide pictures taken of crowds at 2019 Houston Livestock Show in carnival area. No major failures.
O. Thorough explanation of app. I was easily able to find it and download it from the app store. All criteria met except security measures.
P. Addressed all sections of this criteria thoroughly.
The presentation reinforced their ability to accomplish what is promised in their proposal.

Weaknesses:
No pictures or specs found of kiosks as asked for in scope.

Questions:
1. We had a lot of charge backs through the app in 2019. Can you describe how you will be verifying credit cards in the mobile app going forward to prevent this type of fraud?
2. Will push notifications to subscribers of the app be an option? If so, what is the timing on that?

Was able to get these questions addressed in their presentation and am satisfied that those items will be addressed with this proposal

Points: (50) X level of quality _99____% = (49.5) Total Score

OVERALL SCORE DIGITAL TICKETING SYSTEM: ____99.5______

5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer’s Relative Experience and Qualifications - (30 points)
Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer’s subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:
- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:
- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

**Maximum Points – 30**

**Strengths:**
Letters of reference provided for both digital ticketing and game operation since they are both owned and operated by RCS. Letters are outstanding in detail and are from fairs of similar size and scope to the San Diego County Fair. They have met all criteria and gone above and beyond to demonstrate their experience.

Arizona State Fair- left message on 12/9. Wanell Costello returned my call on 12/10. Reported everything written in her letter of recommendation. Also that it was nice to have all the information digitally. RCS provides a promotion where they give 2 free game plays with a purchase of a ride wristband. They always donate plush when it is needed. They have used their digital ticketing system for 10 years.

Pima County Fair- left message on 12/9

OC Fair- 12/9- spoke to Michele Richards, Interim CEO for OC. Kathy Kramer has moved on. Michele has been at OC for a number of years and reports that the digital ticketing system RCS employs really sets the standard for the whole industry. The system allows for greater tracking and reporting with less opportunity for fraud. It has been a great partnership and their systems are so far advanced. They have incurred significant investment into their systems. They have always been extremely responsive.

All considerations of this section are addressed with the highest degree of confidence. The response exceeds the requirements.
Weaknesses:
No weaknesses in this section

Questions:
No questions regarding this section

Points: \((30 \times \frac{100}{\text{level of quality}}) = 30\) Total Score

b. Staffing and Management - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel's level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA’s carnival game operations requirements. Identify key staff members, describe each key staff member's experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:

A team of different people than in the Digital Ticketing System will be managing the Game Operation. A firm org chart is provided. The resumes of the top 2 directors of game operations are also provided. Events they have provided games for are public agencies and/or government owned fairs. The positions of the other game operation's staff is listed along with their years of total experience and years with RCS. There is a brief
description of relevant experience. All sub-contracting relationships for games is clearly spelled out— their agreements, who will be managing and their experience. All considerations of this section are addressed with the highest degree of confidence. The response exceeds the requirements. RCS states on p.64 they own 80% of all the games proposed in the contract.

Weaknesses:
No weaknesses in this section.

Questions:
There is also a page stating they own 90% of the games so not sure if it is 80 or 90%, however, no matter the correct number, both percentages still meet the criteria set forth in the RFP.
Points: ( 20 ) X level of quality ____100____% = ( 20 ) Total Score

---

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:
See notes on items A-M:

A. All subcontracting relationships for the game operation have been disclosed. RCS verified 80% ownership of the game operation. Each game has been operated by its respective owner for a minimum of 3 years.

B. In their catalog of equipment a complete inventory meeting all of the requirements set forth in the RFP is provided. In this catalog, RCS owns 90% of the games. Each of the operating agreements and insurance requirements are provided for the subcontractors.
C. This is thoroughly explained. Operated a non-agent approach since 2005.
D. Minimum of 10 pictures as well as date and location they were taken provided.
E. 6 pictures of past game signage as well as date and location they were taken provided.
F. Provide examples and an explanation of how their electronic inventory tracking software works. They have a 25-30% stock throw daily. Can customize and brand inventory for events. They have 3 letters of recommendation - 1 from the developer of the inventory software, and 2 from inventory suppliers. A sample stock report is provided on p. 87.
G. An outline of the HR team, their hiring process, time cards confirming 100% of employees are paid hourly. Appearance of attendants not confirmed.
H. Provided.
I. Addressed this area.
J. Aerial photos provided with the number of games operated in each and the dates and location of each provided.
K. Describe their experience with a company called Ticket Co Starts they have worked with for 10 years.
L. A list of promotions is provided as the primary carnival game at past events and are specific about the when, where and results.
M. List of 3 subcontractors and agreements provided.

Page 58 goes into great detail about security protocol for all POS systems, the kiosks and the app. Important takeaways - they are PCI compliant, and P2Pe compliant.

P.42 starts with the number of years the proposed digital ticketing solution has been operating - 13 years that RCS has operated.

They have never had a major failure, but still have a back up plan of hard tickets that they carry with them just in case.

All sections of this section of the RFP are addressed with the highest degree of confidence in the Proposer’s response. The response exceeds the requirements.

Weaknesses:

Appearance of attendants not specifically addressed although there are pictures showing neatly groomed, well attired attendants.

Questions:

Which charities do you plan to reach out to for your staffing needs?

Local high schools was the answer when posed this question at the demonstration.

Points: ( 50 ) X level of quality ____98____% = ( 49 ) Total Score

OVERALL SCORE CARNIVAL GAME OPERATIONS: _________ 99 _________
TECHNICAL PROPOSAL OVERALL SCORE: 198.5

Evaluation Panelist: Katie Mueller
Signature: Katie Mueller
Date: 12/16/19
### All State 38, Inc.

<table>
<thead>
<tr>
<th>#1</th>
<th>22nd DAA’s Share of the Annual Gross Revenue from Carnival Game Operations. <em>The 22nd DAA’s share may not be less than 26%.</em></th>
<th>28%</th>
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The Highest Percentage of Gross Revenue Receives The Maximum Point Value 100 Points

### Ray Cammack Shows, Inc.

<table>
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<tr>
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<td>Hand Held Wireless Scanner Annual Rental Fee (NTE $400.00 each per year)</td>
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Point Value Calculation \((26\% + 28\%) \times 100 = 92.86\) Points
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<th>Responsive Yes or No</th>
<th>Evaluation Comments</th>
<th>SB/MB Yes or No</th>
<th>Combined Average Technical Score</th>
<th>Financial Score</th>
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<td>92.86</td>
<td>269.71</td>
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</table>
December 27, 2019

Benjamin H. Pickett, Vice President
Ray Cammack Shows, Inc.
4950 West Southern Ave.
Laveen, AZ. 85339

Subject: Notice of Proposed Award, 22nd District Agricultural Association (22nd DAA) Request for Proposal (RFP) No. 19-04, Digital Ticketing System and Carnival Game Operations for the San Diego County Fair Midway

Dear Mr. Pickett:

Thank you for your proposal in response to the above mentioned RFP to provide Carnival Game Operations, along with a Digital Ticketing System, for the San Diego County Fair Midway.

Pursuant to the RFP, this is your formal notification that the 22nd DAA intends to enter into a contract with your company, Ray Cammack Shows, Inc., who is the highest scoring Proposer. Please find attached the Evaluation Summary, Proposal Scoring Summary and the Financial Summary of RFP No.19-04. We expect to recommend the contract for award at our Board of Directors meeting in February of 2020.

On behalf of the 22nd DAA, I would like to thank you for your participation and congratulate you on your successful proposal. Our staff looks forward to working with your team. If you have any questions pertaining to the above please contact me at your earliest convenience.

Respectfully,

Mike Ceragioli
Contracts Manager
22nd District Agricultural Association
Phone: 858-792-4263
Fax: 858-764-1043
Email: mceragioli@sdfair.com

cc: Evaluation Panel
    RFP File

Enclosures: Evaluation Summary, Proposal Scoring Summary and Financial Summary
<table>
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<tr>
<th>Proposer</th>
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### RCS Scoring Summary

#### Evaluation Criteria

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#### Digital Ticketing System

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<td>Proposers Relative Experience and Qualifications (30 Points)</td>
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#### Carnival Game Operations

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#### Grand Total Technical Score

|                      | 198.5 | 180   | 149.5 | 179.4 |

#### Combined Average Technical Score

|                      | 176.85 |

#### Financial Score

|                      | 92.86  |

#### Overall Score

|                      | 269.71 |

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Katie Muller, Panelist #1  
Carlene Moore, Panelist #2  
Fred Schenk, Panelist #3  
Rita Walz, Panelist #4
All State 38, Inc.

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<th>Evaluation Criterion</th>
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**Digital Ticketing System**

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<td></td>
<td><strong>37.60</strong></td>
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**Carnival Game Operations**

<table>
<thead>
<tr>
<th></th>
<th>Panelist #1</th>
<th>Panelist #2</th>
<th>Panelist #3</th>
<th>Panelist #4</th>
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<tbody>
<tr>
<td>Proposers Relative Experience and Qualifications (30 Points)</td>
<td>3</td>
<td>21</td>
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<tr>
<td>Staffing and Management (20 Points)</td>
<td>16</td>
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<td>Technical Presentation, Approach, Work Plan/Narrative (50 Points)</td>
<td>15</td>
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<td><strong>Total</strong></td>
<td>34</td>
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</table>

**Grand Total Technical Score**

<p>| | | | | |</p>
<table>
<thead>
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<tbody>
<tr>
<td><strong>Combined Average Technical Score</strong></td>
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</tr>
<tr>
<td><strong>Financial Score</strong></td>
<td></td>
<td><strong>100</strong></td>
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<tr>
<td><strong>Overall Score</strong></td>
<td></td>
<td></td>
<td><strong>202.10</strong></td>
<td></td>
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</tbody>
</table>

Katie Muller, Panelist #1  
Carlene, Moore Panelist #2  
Fred Schenk, Panelist #3  
Rita Walz, Panelist #4
## RFP 19-04

### Financial Summary

<table>
<thead>
<tr>
<th>All State 38, Inc.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>#1</strong></td>
<td>22nd DAA's Share of the Annual Gross Revenue from Carnival Game Operations. The 22nd DAA's share may not be less than 26%.</td>
</tr>
<tr>
<td></td>
<td>28%</td>
</tr>
<tr>
<td><strong>#2</strong></td>
<td>Hand Held Wireless Scanner Annual Rental Fee (NTE $400.00 each per year)</td>
</tr>
<tr>
<td></td>
<td>$400.00</td>
</tr>
</tbody>
</table>

The Highest Percentage of Gross Revenue Receives The Maximum Point Value | 100 Points |

<table>
<thead>
<tr>
<th>Ray Cammack Shows, Inc.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>#1</strong></td>
<td>22nd DAA's Share of the Annual Gross Revenue from Carnival Game Operations. The 22nd DAA's share may not be less than 26%.</td>
</tr>
<tr>
<td></td>
<td>26%</td>
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</tr>
<tr>
<td></td>
<td>$225.00</td>
</tr>
</tbody>
</table>

| Point Value Calculation (26% ÷ 28%) X 100 = | 92.86 Points |
December 27, 2019

Adam West, President
All State 38, Inc.
512 West MLK Blvd., Suite 313
Austin, TX. 78701

Subject: Notice of Proposed Award, 22nd District Agricultural Association (22nd DAA)
Request for Proposal (RFP) No. 19-04, Digital Ticketing System and Carnival Game
Operations for the San Diego County Fair Midway

Dear Mr. West:

Thank you for your proposal in response to the above mentioned RFP to provide Carnival Game
Operations, along with a Digital Ticketing System, for the San Diego County Fair Midway.

Pursuant to the RFP, this is your formal notification that the 22nd DAA intends to enter into a contract with
Ray Cammack Shows, Inc. who is the highest scoring Proposer. Please find attached the Evaluation
Summary, Proposal Scoring Summary and the Financial Summary of RFP No.19-04. We expect to
recommend the contract for award at our Board of Directors meeting in February of 2020.

If you believe this decision is improper, you may file a protest as detailed in Section 4.6 of the RFP.
Protests must be received by the California Department of General Services and the 22nd DAA’s Contract
Office no later than 5:00 p.m., January 6, 2020, the fifth working day after the Notice of Proposed Award.

On behalf of the 22nd DAA, I would like to thank you for your participation. If you have any questions
pertaining to this decision, please contact me at your earliest convenience.

Respectfully,

Mike Ceragioli
Contracts Manager
22nd District Agricultural Association
Phone: 858-792-4263
Fax: 858-764-1043
Email: mceragioli@sdfair.com

cc: Evaluation Panel
    RFP File

Enclosures: Evaluation Summary, Proposal Scoring Summary and Financial Summary
### Evaluation Summary

<table>
<thead>
<tr>
<th>Proposer</th>
<th>Responsive Yes or No</th>
<th>Evaluation Comments</th>
<th>SB/MB Yes or No</th>
<th>Combined Average Technical Score</th>
<th>Financial Score</th>
<th>Overall Score</th>
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<tr>
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<td></td>
<td>No</td>
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<td>Ray Cammack Shows, Inc.</td>
<td>Yes</td>
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<td>No</td>
<td>176.85</td>
<td>92.86</td>
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RCS Scoring Summary

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<td>Minimum Qualifications (Pass/Fail)</td>
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**Digital Ticketing System**

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<tbody>
<tr>
<td>Proposers Relative Experience and Qualifications (30 Points)</td>
<td>30</td>
<td>27</td>
<td>22.5</td>
<td>27.9</td>
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<tr>
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**Carnival Game Operations**

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**Grand Total Technical Score**

| Panelist | 198.5 | 180 | 149.5 | 179.4 |

**Combined Average Technical Score**

| Financial Score | 92.86 |

**Overall Score**

| Overall Score | 269.71 |

Katie Muller, Panelist #1
Carlene Moore, Panelist #2
Fred Schenck, Panelist #3
Rita Walz, Panelist #4
### All State 38, Inc.

<table>
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<tr>
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<th>Panelist #3</th>
<th>Panelist #4</th>
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<td>Minimum Qualifications (Pass/Fail)</td>
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#### Digital Ticketing System

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#### Carnival Game Operations

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#### Grand Total Technical Score

<p>| | | | | |</p>
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<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td></td>
<td>48.5</td>
<td>109</td>
<td>146.9</td>
<td>104</td>
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#### Combined Average Technical Score

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<table>
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<tbody>
<tr>
<td></td>
<td>102.10</td>
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#### Financial Score

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<th></th>
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<tbody>
<tr>
<td></td>
<td>100</td>
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#### Overall Score

<p>| | |</p>
<table>
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<tr>
<th></th>
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<tbody>
<tr>
<td></td>
<td>202.10</td>
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Katie Muller, Panelist #1  
Carlene, Moore Panelist #2  
Fred Schenk, Panelist #3  
Rita Walz, Panelist #4
### All State 38, Inc.

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<tr>
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</tr>
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</table>

The Highest Percentage of Gross Revenue Receives The Maximum Point Value

### Ray Cammack Shows, Inc.

<table>
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<tr>
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<td>$225.00</td>
</tr>
</tbody>
</table>

Point Value Calculation \((26\% \div 28\%) \times 100 = \) 92.86 Points
January 13, 2020

Via Electronic Mail and Hand Delivery  
mceragioli@sdfair.com
Michael Ceragioli  
22nd DAA Contracts Manager  
22nd District Agricultural Association  
Administration Building  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014-2216

Via Electronic Mail and Overnight Delivery  
Patricia.Galvan@dgs.ca.gov
Patricia Galvan  
Statewide Bid Protest Coordinator  
Department of General Services  
Office of Legal Services  
707 Third Street, Suite 7-330, MS-102  
West Sacramento, CA 95605

Re: All State 38, Inc.’s Protest to Request for Proposal 19-04

Dear Mr. Ceragioli and Ms. Galvan:

Please let this letter constitute All State 38, Inc.’s (“All State”) written statement specifying grounds for its protest pursuant to Public Contract Code (“PCC” and/or unless otherwise stated “Code”) 10345(b)(2).

I. Introduction.

The 22nd District Agricultural Association (“22nd DAA”) identified in the Request for Proposal (“RFP”) 19-04 that it was issuing its proposal to contract pursuant to the statutes and procedures in the DGS Contracting Manual, Volume 1. PCC 10344 at subsections (b) and (c) provide the statutory grounds to protest a RFP. Additionally, PCC 10345 further provides at subsection (e) that the department shall establish written procedures for deciding protests. Such written procedures are set forth in section 6.00 of the Contract Award Protest section of Volume I which states that a protest sufficient to invalidate an award occurs where:

“the awarding agency has committed an error in the bid process sufficiently material to justify invalidation of its proposed award, or that its decisions are lacking a rational basis and are, therefore, arbitrary and capricious. An example of material error would be, among other things, failure of the awarding agency to follow pertinent State statutes and regulations or the provisions of its own bid document.”

In awarding RFP 19-04 to Ray Cammack Shows, Inc. (“RCS”), 22nd DAA committed several material errors. First, the 22nd DAA failed to follow its own procedures in evaluating RCS’ proposal and should not have considered its proposal because RCS did not meet the minimum qualifications for, among other reasons, not providing a Certificate of Insurance.
evidencing it possessed all risk insurance. Second, the 22nd DAA did not properly classify the procurement as required by section 1.05 of DGS, Volume 1 in that the RFP clearly called for Information Technology (“IT”) acquisition. In doing so, the awarding agency violated State statutes and regulations including PCC 12100 in which the California legislature, because of the unique aspects of IT, created a different competitive procurement system which the 22nd DAA did not follow. The failure to comply with PCC 12100.5 and the policies and procedures set forth in the State Contracting Manual, Volume 3 for IT procurements resulted in several errors. The most significant was the failure of the 22nd DAA to obtain advance approval for its IT project. Others included the denial of All State’s due process rights for a determination of its Initial Protest.

Additionally, the awarding agency violated one of the fundamental rules set forth in Volume 1, section 5.03A which provides that an agency may not draft any competitive bidding document, including a RFP “in a manner that limits bidding directly or indirectly to one bidder.” This is specifically prohibited by PCC 10339. This material error is documented in the declarations, which are included with this Protest.

Lastly, the process which resulted in the RFP violated one of the most fundamental principles of the Public Contract Code as expressed in PCC 100 which states the purpose of the Code is to ensure full compliance with competitive bidding as a means of protecting the public from misuse of public funds and to ensure bidders with a fair opportunity in the bidding process as well as to eliminate favoritism, fraud and corruption in the award of public contracts. Prior to even accepting a Proposal, the 22nd DAA already showed RCS’ FunPass system on its website for the 2020 Fair! See, Exhibit 1. As stated in *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, “the goals of competitive bidding are to guard against favoritism, improvidence, extravagance, fraud and corruption; to prevent the waste of public funds and to obtain the best economic results for the public.” Granting this Protest will fulfill the mission and purpose of competitive bidding as expressed in PCC 100.

II. The RCS Proposal Should Have Been Rejected As Nonresponsive And Not Scored For The Failure Of RCS To Meet The Minimum Qualifications Of The RFP, Including Providing A Certificate Of Insurance For All Risk Insurance.

A public entity is required to follow its own rules when it has a ministerial duty to do so. See, *Pozar v. Dept. Of Transportation* (1983) 145 Cal.App.3d 269. The RCS proposal did not meet the Minimum Qualifications required by the RFP and pursuant to PCC 10344(b) and/or (c) should have been rejected and not scored. Section 4.4 of the RFP states a proposal “shall be rejected” if the Proposer does not meet all of the Minimum Required Qualifications identified in section 3.2 of the RFP.” Section 5.1 states in bold “Proposals that do not meet the Minimum Qualifications, the information in the format required, or provide the required
documentation shall be rejected as nonresponsive.” Section 3.2 states, “A Proposal that does not meet all the minimum qualifications requirements set forth above shall be deemed non-responsive and will not be evaluated or scored.” Further, section 5.1 in the Evaluation and Selection Process states in section G that only “Proposers that meet the Minimum Required Qualifications of the RFP” will have their Financial Proposal opened and scored.

A. The Requirement For All Risk Insurance.

Section 3.2 of the RFP is entitled Minimum Qualification Requirements (Pass or Fail). It requires in section A that a Proposal “demonstrate the ability to meet the insurance requirements described in the RFP. Proof of the ability must be attached to the proposal.” Pursuant to section 2.23J, at page 14, a proposal was to provide “All Risk Insurance.” The All Risk Insurance coverage is for loss of income, business interruption or operations at the Del Mar Fairgrounds. Section 2.12 entitled Insurance states, “a copy of Proposer’s current insurance certificate must be included with their proposal.”

Attached as Exhibit 2 to this letter are the certificates of liability insurance submitted by RCS and its three subcontractors, JACA Enterprises, Inc., Rogmic Enterprises and Michelle Ashcraft and JoAnn Leavitt dba Ashlea LLC. None of these insurance certificates evidence All Risk insurance. Attached with Exhibit 3 is the Certificate of Liability Insurance evidencing that All State’s contractor from where it is leasing the digital ticketing system has All Risk insurance should the system fail and cause business damages. This is reflected on the Certificate of Liability Insurance Coverage, All Risk submitted by Wade Shows with All State’s Proposal.

Where a proposer material deviates from mandatory requirement, the State must reject the proposal. Valley Crest Landscape, Inc. v. City Council (1996) 41 Cal.App.4th 1432, 1443 [public agencies may not waive material deviations]; Konica Business Machines USA, Inc. v. Regents of University of California (1988) 206 Cal.App.3d 449, 456. California competitive bidding law requires a State agency to include in any contract solicitation a clear statement of the requirements bidders must meet to be eligible for award and a clear description how the agency will evaluate the bids it receives. Once the State describes its requirements in a solicitation, it must enforce those requirements. Domar Electric, Inc. v. City of Los Angeles (1994) 9 Cal.4th 161, 175-76; Konica Business Machines, supra, 206 Cal.App.3d at 455-56. The State may not allow only one (or, for that matter, any) bidding party to deviate from proposal specifications. A decision to disregard a specification as to one bidder is a “direct and injurious” result to other bidders and thus constitutes an abuse of discretion. Baldwin-Lima-Hamilton Corp. v. Superior Court (1962) 208 Cal.App.2d 803, 812, 824.

Clearly, all risk insurance was a mandatory requirement, proof of which had to be submitted as one of the required documentations. Its purpose was to protect the Del Mar
Fairgrounds from loss of income and business interruption should the digital ticketing system go down and the Fair lose revenue. This by no means can be seen as immaterial. Why the awarding agency failed to notice this and did not fail RCS for this failure to comply is unknown. Clearly, however, the contracts manager was aware of it as in 2018 when the 22nd DAA also went out for a ticketless system, they received a protest on these exact same grounds. After receiving this protest on April 1, 2018, and the written protest letter on April 5, 2018, the 22nd DAA cancelled the RFP. See, Exhibit 4.

**B. Other Failures To Meet Minimum Qualifications.**

There were other areas in which the RCS Proposal failed to meet the minimum qualifications. Section 3.1 at page 20 requires subcontractors to meet all the terms and conditions of the RFP. This includes under section 3.2B. of the Minimum Qualification (pass or fail) the requirement they provide all licenses to conduct business in the State of California. The RCS Proposal did not include licenses for JACA Ent., Rogmic Ent. or Ashlea, LLC. All are listed as subcontractors. RCS was aware of this as these subcontractors did submit Certificates of Insurance but not the licenses to conduct business in the State of California.

Section 2.10 of the RFP requires a Proposer to submit all required Contractor Status Forms and “Failure to do so will deem the Proposer non-responsive.” See, page 8. One of the required forms includes a corporate resolution authorizing Ben Pickett to sign RCS’ Proposal but no corporate resolution was submitted. More significant and clearly material is section 7.0 and the requirement to complete and submit a disclosure of conflicts of interest pursuant to California Government Code section 1090. The RFP in section 2.22 clearly calls out the prohibition of Conflict of Interest. Each proposer is required to fill out and submit a certificate re California Government Code 1090 and Disclosure of Interest by the Proposer. See, section 6.2, page 39. Further, all questions must be answered. See, section 6.1.

Significantly, RCS in its certificate checked the box requiring RCS to disclose relationships of known or potential financial interest with any and all directors, officers, officials or employees of the 22nd DAA, but then RCS did not provide the writing required to show who at RCS had these conflicts of interest and with which officials. See, Exhibit 5. Failure to submit required Conflict of Interest form and fill it out disclosing such conflict is clearly a material requirement. If not completely filled out, signed and submitted, the consequences are that “the bid will be rejected as non-responsive.” See sections 6.1 and 7.1.

Pursuant to section 3.2G, another minimum qualification requirement is to provide a document that fully describes the relationship in detail between the Proposer and every subcontractor who will contract with proposer. According to records submitted to the 22nd DAA in 2018, the games used for the San Diego County Fair midway are owned by a separate
corporation, RCS-GDR. See, Exhibit 6. This company GDR is not listed as a subcontractor nor is there any subcontract or description of the relationship between RCS and GDR. Publicly available documents including ones filed with the State of California list GDR, Inc. as a separate corporation distinct from RCS, Inc. See, Exhibit 7. The failure to describe the relationship between Proposer and the person owning and operating the games, GDR, Inc., is a minimum pass/fail requirement. Curiously, persons who evaluated All State failed it on this ground but in fact this relationship between All State and Wade Shows is described in All State’s Proposal at pages 4, 10, 17 and 71.¹

Another Minimum Qualification Requirement was that the Proposer provide at least three letters of reference from events similar in size and scope to the San Diego County Fair’s independent midway. Only two of the RCS letters meet the requirements of the similar size scope of the San Diego County Fair. Two of the other RCS letters are from the Pima County Fair and the Antelope Valley Fair which have attendance of approximately 300,000 and 200,000, respectively. They do not meet the size and scope requirements and are not listed in the top 50 fairs. See, Exhibit 8.

Under section 3.2, again the Minimum Qualification Requirement section, the RFP states that there must be a plan for all employees to have drug testing and background checks. In RCS’ policy, it states that persons under 18 are not subject to these requirements, yet RCS claims to do so for “all positions.” When asked about game operations, RCS states that 75% of its employees would be high school students. With 75% of its employees under the age of 18, RCS does not meet the minimum qualification for all employees being subject to drug testing. Similarly, section 3.2D requires written policies and procedures for hiring and training is only minimally addressed by RCS. There is no hiring plan whatsoever in the hiring and training procedures and the RCS plan consists of two sheets for operation and a daily inspection sheet that talks about operating a ride. This should not have been scored as adequate for this minimum qualification. Additionally, the RFP asks for emergency plans and procedures. The only response to this is a chart with categories of people’s names on it. There is no emergency action plan. This likewise should not have been deemed sufficient.

C. All State Should Have Been Scored The Highest In The RFP Process.

Section 3.2 of the RFP states clearly that a Proposal that does not meet all the minimum qualification requirements will not be evaluated or scored. For the reasons set forth above, RCS

¹ It appears the scores may have been confused between a minimum qualification requirement in section 3.2 and section 3.1 which requires inclusion of a written agreement between the Proposer and subcontractor. However, an actual copy of the contract is not listed in the minimum qualification requirements in section 3.2 where the failure to even describe the relationship between RCS and the separate game owners is a minimum qualification.
never should have been scored leaving All State as the highest responsive bidder given it did in fact meet the minimum qualification requirement in section 3.2 G as previously pointed out.

Section 5.1 of the RFP entitled *Evaluation And Selection Process* at page 30 provides that “Proposals that do not present the minimum qualifications “or” provide the required documentation shall be rejected as nonresponsive.” In section G, it goes on to provide that only Financial Proposals of Proposers that meet the minimum required qualifications of the RFP will be opened and scored. For the reasons previously stated, RCS’ Proposal should have been rejected and not scored. However, at a minimum, even it if it is scored, the Financial Proposal should not have been opened or scored. At a minimum, RCS’ financial score of 92.86 should have been excluded from the final calculation leaving its overall score 176.85, lower than All State’s total score of 202.10.

D. Misleading And/Or False Information Submitted, Or Material Information Withheld Are Grounds To Reject RCS’ Proposal In Its Entirety, Or Deduct Points From RCS’ Score.

All Proposers were required to submit a Proposal/Contract Status Form on which they were to identify litigation they were named in. RCS filled out this form but by omission it contained false and misleading information. Not included on RCS' list of litigation is a significant judgment against RCS in a class action employee lawsuit entitled *Jose Moya v. Ray Camnack Shows, Guy Leavitt, Trinity Concessions, LLC Joy Leavitt Pickett, and Ben Pickett.* This case was filed on November 20, 2015 and resulted in a judgment including attorney’s fees and costs for over $300,000 entered on May 14, 2019. A copy of RCS’ Proposer/Contract Status Form and the omitted judgment from the lawsuit filed against RCS is attached as Exhibit 9.

Such an omission should have been sufficient to reject RCS’ Proposal as it truly was an intent to mislead. RCS clearly would not have forgotten about a significant class action employment judgment against them.

Another significant false and/or misleading statement is made in several sections of the RCS Proposal. On page 119, it states “RCS has never had a full failure of its FunPass system since its introduction in 2006.” On page 48, it states “the FunPass has been used at the country's largest events for well over 13 years. It has handled, without a single major failure, daily crowds of over 190,000 people.” On page 120, RCS states “FunPass has never had a complete failure in the last 14 years of operations....” However, at the Houston Livestock and Rodeo, RCS’ system did experience a complete failure and crashed for between three and five hours. This complete failure is documented in the declarations of Alexander Martos and Drew Budimir which are included with this Protest. Both personally witnessed and experienced this complete failure which occurred to the best of their recollection six or 10 years ago. Both specifically recall the incident during which the roller coaster they were managing provided patrons with free rides
until paper tickets could be used and the system brought back up and running. Given the number of times RCS made this representation, this false statement regarding never having had a complete failure warrants rejection of the RCS Proposal or a significant reduction in the points awarded.

RCS represents that it has operated the FunPass system for 13 years or as stated elsewhere for 14 years is in itself a significantly misleading statement. The original system used by RCS was the FunCard system. The developer of that system, Chris McNabb, has stated on his own website started the company in 2018 as identified in the RCS Proposal on page 42. On the ZPass website it states “in 2018 the E-ZPass LLC company was founded. The company acquired the rights to rebrand, market and further develop the system known as FunCards. For over 18 years the FunCard system has been used to manage hundreds of events all over the United States. Over those years, it has become known as one of the amusement industry’s most trusted event management solutions. By their own admission, the ZPass system, branded FunPass for RCS, is not the FunCard system, a company that is still in business and selling its products with a different version of that system without the required three years of experience. RCS’ Proposal fails to make this distinction while trying to take credit for a system that never since 2006 had a total failure when in fact the system used by RCS did have such a failure and it is using a different system today. See, Exhibit 10.

III. The Awarding Agency Failed To Follow The Statute, Regulations And Written Policies For Information Technology.

As noted in the Introduction, a material error under Volume 1 of the State Contracting Manual occurs when a RFP is awarded contrary to pertinent State statutes and regulations. See, Volume 1, 6.00. The California Legislature enacted PCC 12100, et seq. after finding that there were unique aspects of informational technology and its importance to state programs warrant a separate acquisition authority. In section 12100.5, the Legislature authorized through a collaboration of the various state universities and colleges the adoption of policies and procedures for the contracting information technology. This legislation resulted in the embodiment of these written regulations and policies in the State Contracting Manual, Volume 3 for Informational Technology. Volume 1, which the 22nd DAA used to award the proposed contract to RCS, was not the proper manual and procedures to follow in awarding the RCS contract. The digital ticketing system is Information Technology and by awarding the contract as non-IT the award was done so in violation of PCC 12100, et seq.

A. The RFP Was Not Properly Classified.

Even Volume 1 under which 22nd DAA sought to proceed requires under section 1.05 the classification of the contract. When determining whether a contract is for IT one must
consider the predominant purpose or value of the activity and whether information technology skills and knowledge are involved as the primary purpose of the contract. The example used in Volume 1 is a contract to manage health benefits which would utilize software and computer hardware to fulfill the services required versus the installation of cable for a local area network that includes the purchase of wiring and plugs whose primary purpose is then getting cable installed which would be a Public Works contract, not IT. Likewise, Volume 3 for Informational Technology mandates the agency determine the main purpose of the contract and whether informational technologies, skills and knowledge are involved as the primary purpose of the contract. In utilizing the examples set forth in Volume 3, Topic 1-Classifying the Purchase, it is clear that the main purpose and business solutions sought in the RFP involves IT services.

Informational technology is defined in the State Administrative Manual in section 4819.2 as “all computerized and auxiliary automated information handling, including system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video, data communication, requisite systems controls and simulation.” This is clearly a predominant purpose of the RFP. This is made clear in the very first section of the RFP, 2.0, in which it states, “the 22nd DAA has determined that it would be cost prohibitive for it to purchase or lease its own complete digital ticketing system. The 22nd DAA is therefore releasing this RFP with the intent to award a contract to an individual or company for purposes professionally and efficiently providing a complete digital ticketing system, at no cost to the 22nd DAA, to be utilized exclusively for carnival rides and carnival games at the San Diego County Fair’s independent midway. Thus, it is clear that the 22nd DAA is looking to contract for a business solution that uses specialized software and IT technology so that the 22nd DAA can use this informational technology to have patrons of the Fair pay for rides and games without the need for a paper ticket.

The statement of work in section 3.4 makes it very clear that the 22nd DAA is seeking a “web-based system capable of facilitating on-line sales....” The system must include, “a secure wireless and hardwired network....” The RFP seeks a point of service system that “must have the ability to be customized to the 22nd DAA’s pricing structures to include and electronically accept 22nd DAA barcodes for special pricing....” The system uses “wireless scanners” and “must protect customer and 22nd DAA data from any and all unauthorized internal or external access.”

Previous to 2019 when the 22nd DAA issued a no-bid contract to RCS without going through any competitive procurement process, the San Diego County Fair used paper tickets.2 Games were handled under what is known as an independent midway system and operated in

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2 The 2018 RFP is attached as Exhibit 11. It also was not authorized under Volume 3 for Informational Technology even though it clearly called for an RFID cashless system. Nor was Volume 1 used for this RFP either.
such a manner for over 30 years. The change that the 22nd DAA was seeking as its primary purpose was not to operate games, it had been doing so under the independent midway system for a long time. The change and the predominant purpose was for an IT based, digital, electronic ticketing system to pay for the rides and games on the midway and to electronically manage the financial aspects of the ride and game operations using an IT Solution.

B. In Awarding The Contract, The 22nd DAA Bypassed Safeguards Built Into The Procurement Of IT Technology.

Under Volume 3, Topic 4 of the Informational Technology Contracting Manual, approval from the California Department of Technology ("CDT") is required. The manual states, "all departments must obtain the required approval from CDT BEFORE initiating any IT procurement activity or encumbering any funds." The 22nd DAA did not do this. See, Exhibit 12. Given the importance and sophistication of IT services and projects noted by the Legislature, an awarding agency before obtaining project approval, is supposed to do Feasibility Study reports as well as a FSR for a Business-Base procurement. Based on these reports, the CDT may decide to review specifications and procurement documents before they are advertised to ensure the specifications are consistent with the functional specifications and the systems designs. As shown by the declarations, had the 22nd DAA gone through this process the RFP would not have been written solely for an antiquated barcode technology. Surely the CTD would have, had the proper policies and procedures been followed, recognized RFID and NFC technology is available for cashless payments such as that used for paying highway tolls and should not have been excluded in the RFP. After all, the 2018 RFP (Exhibit 11) called for RFID technology. But, by misclassifying the procurement in the RFP, the awarding agency bypassed CDT and the built-in safeguards in the IT manual.

Not only are the safeguards built into the State Contracting Manual for IT services technical in nature, they also preclude a State agency from doing what the 22nd DAA has done in its RFP. Topic 2 of Volume 3 specifically precludes accepting directly or indirectly any gift, including money or equipment. See, 2.A.2.0. It also precludes accepting free or loaner equipment from suppliers. See, 2.A.2.3. Yet, this is exactly what the 22nd DDA proposed, getting a free "no cost" digital ticketing system in exchange for awarding a monopoly of game operations to a single entity when game operations had previously been split up among various small businesses. The "independent midway" policies limit game operators to seven locations of the over the 67 that are available. See, Exhibit 13. In accepting this gift of a free "no cost" digital ticketing system, the Fair will put out of business all the other independent game operators.

Section 2.A.2.3 of the IT manual states "offers from suppliers of goods or services without cost or obligation to the State should not be accepted." It goes on to further state in
section 2.A.2.4 that “before accepting any suppliers goods and/or services offered at no cost or obligation the perception of the acceptance to other suppliers must be considered, i.e., how does the department remain fair and impartial if the decision is eventually made to solicit the product?” The awarding agency did not consider the no cost implications of doing this at a public meeting at which the other independent operators were invited to comment. See, Declaration of John S. Moot.

The consideration to accept a "no cost" digital ticketing system and its impact however did not go unnoticed after the fact. The 22nd DAA received several letters not only pointing out that the way the specs read “its 100% written to favor RCS without a doubt” but also that it shuts out small operators who have been with the Fair for 35 and 48 years. One noted, “the RFP obviously favors RCS because the small operators have no chance.” See, series of letters to the 22nd DAA attached as Exhibit 14. Had the 22nd DAA proceeded pursuant to the proper State Contracting Manual, the effects of accepting the free and no cost system and its impact on the small business owners would have needed to be taken into consideration and even subject to oversight by the CDT.

The state IT contracting manual also at section 2.B4.10 states that pursuant to the PCC 12104.5(b) (1) that all RFPs for IT goods and services shall note “it is unlawful for any person engaged in business with the state to sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code. The Business and Professions Code defines a “loss leader” as any article or product sold at less than cost where the product is to induce, promote or encourage the purchase of other merchandise or where the effect is to divert trade or otherwise injure competitors. Is this not exactly what RCS has done through this RFP? It provided at no cost a loss leader, a digital ticketing system, in exchange for 100% of the revenue from game operations and in the process is putting out of business game operators who have been working at the Fair for decades.

Section 2.B1.0 of the IT Contracting Manual notes the importance of properly classifying purchases. It notes proper classification of purchases enables the correct execution of procurements such that they comply with appropriate laws, regulations, policies and procedures noting that the impact of not correctly classifying the purchases may result in delaying a department’s program or project, may result in a waste of time and effort, ultimately wasting taxpayer money, and may result in disputes and/or protests, lawsuits and illegal contracts. The awarding of a contract to RCS under the current RFP has in fact led to the very dangers and warning of not having properly classified the Proposal.

Lastly, the State Contracting Manual for IT procurement and its chapter on protests contains procedural and due process safeguards which has been avoided to the prejudice of All State and the public. Section 7 of Topic 2 of the IT State Contracting Manual, at section 7.2.2,
provides for an initial protest process and how that initial protest is to be handled. Among other things, when an initial protest has been received the buyer is to immediately notify the DGS/PD/DR and the protest coordinator for dispute resolution.

On October 22, 2019, All State did send to the 22nd DDA an initial protest objecting to the linking of a free digital ticketing system to the game operations, noting that it created a conflict of interest and potential for fraud and abuse because the likely respondent, who had been given a no-bid contract the year before, not only operated the digital ticketing system but was themselves a ride and game operator at the Fair. See, Exhibit 15. The initial protest noted that no other fair allowed the entity collecting, handling and computing the distribution of money to also be the recipient of this money. The protest also noted that the RFP excluded other available technology for cashless digital ticketing systems such as the one provided for in the 2018 RFP. The initial process noted that the scoring system was written and weighted in favor of RCS who as a single contract carnival operator already owned a digital ticketing system and games and thus did not incur any costs in providing the digital ticketing system “for free.” On the other hand, the game operators would have to partner and pay for a digital ticketing system putting them at a severe disadvantage in competing for the RFP.

This initial protest should have been resolved before any submission and award which could have saved everyone time and All State significant money in preparing a Proposal and this Protest. However, this safeguard was bypassed by the awarding agency who wrongly classified the procurement as non-IT technology.

Lastly, the protest procedures under the statutory authority for IT technology allows 10 days following an initial protest to prepare a complete written statement apparently because of the more technical issues relating to informational technology. All State has been deprived of this due process right by the RFP misclassifying the service in its contracting RCS.

The award of the contract to RCS under the wrong procurement manual is a material error as provided for in section 6.0 in Volume 1 of the State Contracting Manual as the awarding agency failed to follow pertinent State statutes and regulations that should have governed the RFP.

IV. The RFP Has Been Prepared Contrary To The Provisions Of The Public Contract Code Which Prohibits An Agency From Drafting A Competitive Procurement Document In A Manner That Limits Bidding Directly Or Indirectly To Any One Bidder.

As previously pointed out, Volume 1, section 6 of the State Contracting Manual provides that it is a material error justifying the invalidation of a proposed award occurs where the
awarding agency fails to follow pertinent State statutes and regulations. PCC 10339 states “an agency may not draft any competitive bidding document (i.e., IFB or RFP) in a manner that limits bidding directly or indirectly to anyone bidder.” To understand how the RFP violates these provisions, it is helpful to understand some of the aspects of carnival operations at the major State and county fairs as well as the history leading up to RFP 19-04.

A. The History Leading Up To RFP 19-04.

State and county fairs have a long history throughout the country. They typically include livestock and agricultural shows, exhibitions of all types and have a “carnival” at the portion of the Fair known as the “midway.” The midway typically has a variety and wide selection of food, rides such as roller coasters and ferris wheels, and the carnival games which in California must be games of “skill” and not chance. There are two types of carnival midways. The first is a single contract carnival. This is where the awarding agency goes out for a RFP for all the carnival operations, food, rides and games. The winner of the single contract carnival then can subcontract out for games, rides or food or self-perform. The second is an "independent midway" where the awarding agency contracts directly with the food, ride and game operators. Historically, at the San Diego County Fair these have been one year contracts. Up until 2019, the 22nd DDA Board of Directors, in order to maintain a “independent midway,” limited anyone license to 300 feet for commercial space, two stand locations for food and seven game locations for game operators. See, Exhibit 13. The San Diego County Fair, also known as the Del Mar Fair, may have been the first Independent Midway in the State going back so long that one of its longest standing employees does not have any information on file as to when it started being an independent midway. See, Exhibit 16.

In 2018, the 22nd DAA wanted to implement a ticketless midway and cashless system for games. On January 6, 2018, it issued RFP 18-02 for a “RFID Solution/System for a Ticketless Midway and Cashless Games at The San Diego County Fair.” See, Exhibit 11. That this RFP was for information technology is beyond dispute. The RFP proposed to award a contract for the 22nd DAA to rent “all of the equipment required to create and maintain a wireless RFID based cashless and ticketless midway and gaming solution....” However, this RFP was not processed through either Volume 3 of the State Contracting Manual for IT technology or indeed Volume 1 for non-IT goods. The 22nd DDA received two bids for the cashless digital ticketing system, one from Magic Money for $476,513 and another from Cashless Events for $372,600. One of the responders filed a protest of the award claiming the awardee did not have the requisite All Risk insurance and that the award had been improperly scored. After the filing of the written protest, the 22nd DDA canceled the RFP. See, Exhibit 4.

Following the 2018 fair, records made available in a Public Records Act request establish that a long time Fair employee, beginning in September 2018, began meeting in secret with RCS
to provide a FunPass ticketing system and in exchange RCS would contract 100% of the carnival games. The documents obtained through the Public Records Act request are attached as Exhibit 17. In November 2018, RCS and the Fair employee met and discussed, not at any public meeting, but instead in private, to work out the terms of an agreement. See, Exhibit 17, email dated November 8, 2018. Illustrative of what the eventual plan was is an email from RCS to a Fair employee dated November 7, 2018 that states "neither you or I know what the real growth will be on the first year, moving forward in 2020 we will handle the data from 2019 to make good and business decision for all involved." See, Exhibit 17. In these meetings, RCS and the Fair employee agreed amongst themselves what RCS was going to pay in rent, calculated what RCS' profits would be, then worked out a deal where RCS would get 80% of the game locations, an additional ride and provide a minimum rent guarantee. That the eventual goal was to give the 2020 contract to RCS was made clear on November 7, 2018.

None of the other game operators were aware of the secret meetings or that they were going to be pushed out of the Fair as a result of what RCS and the employee were agreeing to. In another email dated November 19, 2019, the Fair employee notes that there would be a delay in getting the word out until after the IAFE before which the game operators one year contracts were routinely renewed.

Instead of holding any public meeting or workshops to invite public participation in this proposal, on November 20, 2018 the concession director prepared a memorandum noting the historical policies associated with being a "independent midway," but claiming that there had been a dramatic decline in the number of qualified applications received and then recommending the elimination of the policy with respect to game operations. See, Exhibit 13, dated November 20, 2018. The matter was then agendized for the December 11, 2018 meeting. No game operators were noticed or invited to the meeting to solicit public opinion. After asking the Board to rescind the policies that had been in place for an independent midway for as long as anybody can remember, the agenda items put forward an award or "midway games agreement" which was the result of the secret negotiations to award 80% of the games to RCS and subsequent implementation of RCS' FunPass system for 2019. See, Exhibit 17, Minutes dated December 11, 2018.

When the word leaked out, game operators who had been with the Fair for decades found out that their contracts which had been routinely renewed year after year were being canceled. People were upset with the change which was sprung on them with little or no time left before the planning for the 2019 Fair had begun. One of the game operators who learn about this new development, All State, approach Fair employees and asked why the sudden, secret change for game operators. All State was told that they would be given some of the 20% left over games only to have that promise reneged on. A text message given to All State and attached as
Exhibit 18 is illustrative of the state of mind and the relationship between Fair employees and RCS. It states:

"Hi. I f...’d up. In my desire to appease you on the RCS game thing I went against my word to Annie [who operates a game as part of RCS (sic)] that she could be a part. ... I'm sending Adam (All State, sic) a note that we won't be able to book him after all. Can I say how much I HATE upsetting you! Hoping you'll think my honor is worth more than Adam's participation... gonna go crawl in my hole now."

Not surprisingly, after receiving this text message, Adam, the owner of All State, decided to consult legal counsel. On February 5, 2019, counsel wrote the 22nd DAA outlining how their no-bid contract to RCS was illegal. See, Exhibit 19. In an effort to avoid a protracted dispute, All State was given five games at the 2019 Fair but then treated as a person non gratis throughout the 2019 fair.

After the 2019 fair, All State through its counsel sought to meet with Fair officials to discuss the changes in 2019 which resulted in a dramatic departure from the independent midway operations noting that All State had the number one and two games at the Fair and wanted to participate in a competitive proposal to be able to operate games in the 2020 fair. Suggestions were made to hold workshops and invite the fair’s partners, game and ride operators to come up with a fair and equitable solution for the 2020 fair. After the Fair recap of 2019 operations, All State suggested having the subcommittee of Fair Operations meet to discuss the issues when it leaked out that the 22nd DAA was prepared to issue a RFP for 100% of the games for 2020. See, Exhibit 20, letters dated July 12, 2019; August 17, 2019; August 29, 2019 and October 3, 2019.

Efforts to arrive at a fair and equitable solution which would allow the historic independent game operators to continue operations at the Fair apparently fell on deaf ears as RFP 19-04 was issued without any public hearings regarding its proposed content. This then resulted in All State sending its initial protest letter on October 21, 2019.

B. The 2019 RFP Was Drafted In A Manner That Limits Bidding Directly Or Indirectly To One Bidder, RCS.

That there is only one responsive bidder for the 2019 contract is self-evident. After reviewing the RFP, it was clear to anybody who would consider responding that it was going to be awarded to RCS. See, also Exhibit 14. RCS, under a no-bid contract, had operated the 2019 Fair using its FunPass system with 80% of the games. Not only did RCS get an exclusive trial run, it then was solely privy to all the financial information and data necessary to compete.
As the transcript of the 2020 presentation revealed, RCS had access and knew where to tie into the 22nd DAA fiber underground and could plug into their network. No other bidders knew this information which RCS gained from its trial run. See, p. 26, lines 14-22 of the RCS presentation on December 12, 2019. The fact that RCS was going to be put in charge of accounting for all the money collected and also be the party receiving distributions of revenue from both the game and ride operations and the obvious conflict of interest this created went unaddressed in the RFP. Rides pay a different percentage, a much higher percentage, than games operations. One operator who received revenue from both would also be in charge of scanning and collecting revenue for both. This potential for fraud and abuse went unaddressed in the RFP.

The fact that no other independent midway in the country allows the company in charge of the system for accounting for distribution of midway revenues to also be a recipient of those revenues was overlooked. Given the number of issues that were overlooked, an award to RCS was an intended, fait accompli. In fact, even before any Proposals were submitted, the 22nd DAA was already listing RCS' FunPass system on their website for the 2020 Fair.

In the RFP process, All State posed the question to the 22nd DAA: Do you have to submit a Proposal in order to protest the award? See, Exhibit 21, page 2. The answer was yes. See, Addendum 1 to the RFP. In order to preserve any right to protest being shut out from all game operations, All State was going to have to submit a Proposal it knew it was going to lose. But, it did so to protect its right to contest the award of 100% of the games. See, Exhibit 22. The fact the RFP was written for one bidder, RCS, is evidenced by RCS being the only bidder. All State’s Proposal was submitted only because the 22nd DAA and the bidding manuals require it. In 2018, there were two bidders for a cashless ticketing system. Neither submitted in 2019. Why? Because the RFID technology was omitted steering the contract to RCS.

There are three specific places where the RFP is written for just one bidder, RCS. RCS’ barcode system is an antiquated system, not the state of the art technology used by all the major players like Apple, Facebook and eBay. Yet, sections 3.4 D and E requires the system to electronically accept the 22nd DAA barcodes… and integrate with the current barcodes used at the 2019 San Diego County Fair. The RFP is being written to the RCS system. In section H it requires the ability to scan barcodes from a mobile device, again RCS’ FunPass system. No provision exists in the RFP for RFID and NFC technology to compete, much less on an equal basis. Section 3.2A requires the system reside on Proposer’s servers where all current protected dated systems are now cloud-based.

Further, in the carnival business unless the RFP is for a single contract carnival, it makes absolutely no sense to tie two separate services, cashless payment and ride operations together. Only a company that owns both the rides and the ticketing system can compete for such a RFP. The only company that does both is RCS. As pointed out, the logic of the RFP does not hold
water. The 22nd DAA claims it cannot afford its own cashless system, but clearly could in 2018 as demonstrated by the 2018 RFP. In 2019, the Fair generated over $47 million in revenue to pay for such a system that in 2018 was bid out for $372,000. See, Exhibits 23 and 24. The logic of having game operators pay through the generation of their gross income for digital ticketing system is patently unfair and makes little sense. Game operations in 2019 generated just over $4 million in revenue but ride operations generated just over $10 million. Why is it then that the game operators should pay the entire cost of the cashless ticketing system and the ride operators pay nothing and get it for free? The answer is simple, RCS is also the largest ride operator at the Fair and already owns a cashless ticketing system and does not have to partner and pay for it out of game revenue.

There is no logical reason why all the users of the cashless system, ride and game operators and/or the public should not participate in the cost of a new cashless system and have it spread amongst all of the users. But the point was not just to acquire a cashless ticketing system as it was in 2018. The point in 2020 was to give RCS a monopoly of game operations, 80% of which it already acquired in 2019 in a sole source, no bid contract. Ironically, the very memo submitted to the 22nd DAA Board when it eliminated the “independent midway” criteria noted under the “cons” of moving to this system, “without proper oversight of vendor selection monopolies can occur." See, Exhibit 13.

V. PCC 100: Protection From Fraud, Waste And Abuse.

The purpose of statutes, charters, or ordinances requiring competitive bidding is “to guard against favoritism, improvidence, extravagance, fraud and corruption, and to secure the best work or supplies at the lowest price practicable, and they are enacted for the benefit of the property holders and the taxpayers, and not for the benefit or enrichment of bidders, and should be construed and administered to accomplish such purpose fairly and reasonably with sole reference to the public interest.” See, Domar Electric, Inc. v. The City of Los Angeles (1994) 9 Cal.4th 161, 174. Because of the “potential for abuse arising from deviations from strict adherence to standards which promote these public benefits, the letting of public contracts universally receive close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside. This preventive approach is applied even where it is certain there was in fact no corruption or adverse effect upon the bidding process, and the deviations would save the entity money.... The importance of maintaining integrity in the government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance bidding requirements....” Konica Business Machines, supra, 206 Cal.App.3d at 449, 456-457.

As set forth in this Protest letter, there has not been strict compliance with the statutes and State Contracting Manuals detailing the procedures for the competitive procurement of RFP
19-04. The facts as set forth in this letter and accompanying declarations indicate that the manner in which this RFP was procured, and the facts and circumstances leading up to it, show at a minimum the potential, if not in fact, abuse, favoritism and improvidence and that the taxpayer has likely not gotten the best cashless ticketing system at the most possible revenue from game operators.

The declarations note that the award of 100% of the game operations for RCS’ cashless ticketing system may indeed be costing the 22nd DAA money and result in settling for an inferior cashless system. Within Exhibit 14 is also a letter from Michael Hallahan, the president of Virtual Ticketing Solution, in which he notes that the one time cost of obtaining a cashless ticketing system is not prohibitive and in line with other bids obtained by the 22nd DAA in the 2018 RFP that specified RFID technology. In another letter submitted by John Taggart, as part of Exhibit 14, he notes the RFP “proposal is trying to throw away everything that made the San Diego County Fair great. If RCS is awarded the contract, I fear we will also be losing money....” Mr. Taggart then outlines how when RCS was awarded 80% of the game operations at the Fair, the Fair was likely making less money than they could have by keeping the independent midway system. Other letters within Exhibit 14 call into question the integrity of the process noting “the RFP is so obviously rigged for RCS, and is damaging to us in the long term... I would not be surprised if there is additional benefits for her work for RCS.”

In an effort to actually demonstrate how combining game operations with a digital ticketing system in a single RFP will actually result in the 22nd DAA giving up money, All State made an unsolicited Proposal to enter into a five-year contract for 100% of the game operations. As part of this unsolicited contract, All State offered to pay a $1 million signing bonus for the 22nd DAA to acquire and operate an in-house digital ticketing system and then, over the course of the next five years, pay an additional $1 million to cover capital needs for the fair. See, Exhibit 25. The 22nd DAA was so committed to steering the RFP to RCS it never even responded to this contract offer.

Why the 22nd DAA has acted in the way that it has, without the opportunity to do formal discovery as provided by the California Code of Civil Procedure, would at this point be a matter of speculation. However, the transcripts of the technical presentations and comments by the scoring evaluators shed some light. It is interesting to note that there was only one member of the evaluating committee who is not an employee of the 22nd DAA. This person was a member of the 22nd DAA Board, an attorney, and an appointee of the Governor. Looking at his score alone, All State would have been awarded the RFP. All the other evaluators were actual employees of the 22nd DAA. One evaluator in particular expressed during All State’s presentation anger over the fact that All State sent an initial Protest letter as would have been its right if the awarding agency was proceeding under the correct Volume 3 of the State Contracting Manual. See, All State’s presentation, p. 74, lines 1-8. In reviewing this same evaluator’s score,
it is so far below the rest that it is hard not to think displeasure with All State challenging the RFP in advance did not affect her scoring.

Also interesting is the same evaluator’s reaction to the Board member questioning RCS’ repeated appeals to their Christian faith in its presentation. See, RCS December 12, 2019 transcript, p. 6, lines 5-6 and pp. 42-49. This Board member evaluator noted that the 22nd DAA was a State agency and was not permitted to take into consideration religion in awarding the contract. When this occurred the evaluator, who was upset at All State, defends RCS even noting she visited their Christian Academy. See, RCS transcript, p. 49, lines 1-10. None of this of course had anything to do with the purpose of the presentations which was to demonstrate the technical aspects of the digital ticketing system. However, its prominence in RCS’ presentation suggest that favoritism and improvidence may have infiltrated the process.

While PCC 100 sets the standard under which competitively bid contracts should be judged, the specific application of PCC 10344 and the failure of the awarding agency to follow its own rules in the RFP are in itself sufficient to grant the Protest. Because RCS did not meet the minimal qualifications and misrepresented significant facts as outlined herein the Protest should be granted. RCS’ Proposal should have been rejected and not scored. The failure to proceed under the correct State Contracting Manual and abide by Public Contract Code requirements that a RFP not be written to steer a contract to a single bidder also provide additional and separate grounds to grant this Protest. As such, All State requests that the award to RCS be set aside and that the 22nd DAA proceed under the proper procurement procedures for awarding a contract for IT technology. One that allows all parties to fairly compete.

Respectfully submitted,

John S. Moot
of
SCHWARTZ SEMERDJIAN
CAULEY & MOOT LLP

JSM:Inc
Enclosures
In Re Allstate 38, Inc.’s Protest of RFP 19-04

DECLARATION OF ALEXANDER MARTOS

I, Alexander Martos, declare and state as follows:

1. I was an employee working at the Houston Livestock and Rodeo in Houston, Texas as a manager of a large roller coaster ride, the Windstorm. The carnival at this fair was being run by Ray Cammack Shows (“RCS”). RCS was using a digital ticketing system at the fair and to the best of my recollection it was referred to as the Fun Pass. The Fun Pass was being used by patrons to pay for rides on the roller coaster in place of paper tickets. The Houston Livestock and Rodeo is one of the largest fairs in the country to the best of my knowledge. During the fair, there was a complete failure of the RCS digital ticketing system. The system crashed to the best of my recollection for approximately three to five hours during which we allowed people to ride for free until paper tickets were used until the system got back up and running. Throughout the fair there were intermittent times when the Fun Pass system went down and did not operate for several minutes.

2. To the best of my recollection, the complete failure of the RCS system occurred approximately six or more years ago. At the time I was working for another company and as a manager I did not keep records or notes of the actual date or time. I do recall that the complete failure occurred on a very busy day for the fair.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 07 day of January 2020 in Grand Prairie [City], Texas [State].

Alexander Martos
In Re All State 38, Inc.’s Protest of RFP 19-04

DECLARATION OF ADAM WEST

I, Adam West, declare and state as follows:

1. I am one of the owners of All State 38, Inc. ("All State") along with my wife. Both my wife and I come from families with a long history of owning and operating games at fairs all across the United States.

2. All State has been operating games at the San Diego County Fair for seven years. Historically, the games we operate have been among the highest grossing at the fair. In 2019, All State ran the number one and two revenue producing games at the fair. All State operated three of the top 10 despite operating only five of the 67 games. All State’s number two game outperformed the number three game by 20%. As a result, All State paid the highest rental rate of any game vendor in 2019, which under the formula came to $791 a rental foot. Ray Cammack Shows ("RCS") which operated along with its affiliates a near monopoly of the games paid the lowest of all the game vendors at just under $400 a rental foot. Competition from experienced game operators like All State produced more than double the rental rate of the single largest game operator. All State’s inclusion as a game operator in 2019, even where competition was severely restricted from prior years, demonstrates that the San Diego County Fair will likely make more money by increasing competition amongst game operators rather than restricting it to a single monopoly.

3. All State has operated games at the San Diego County Fair for seven years. Up until 2019, All State contracted for six or seven of the 67 game spaces available. Over my years at the fair, I have gotten to know many of the other game operators. Many of them like All State are family businesses and have been operating at the San Diego County Fair for decades. All this changed in 2019.

4. The historical process at the fair was for them to award one-year contracts each year that were routinely renewed with the game vendors. Notice that applications for renewing the contract were typically sent out before Thanksgiving and the major IAFE conference which occurred right after Thanksgiving. It appears from emails obtained from the 22nd DAA that the Concessions Supervisor/Concessions Department thought that this same procedure was going to be followed in 2019. See, Exhibit A attached hereto. However, the intent to award 80% of the games was only known by select persons.

5. None of the game operators knew or were advised that at the December 11, 2018 meeting of the Board of Directors of the 22nd DAA the policy of limiting the number of game operators to seven, the stated reasons for this, and then an award of 80% of the games to RCS was going to be on the agenda. Had this been disclosed, I certainly would have attended and spoke at the meeting. I am sure that other game operators would have as well. It appears from internal emails that even as of December 29, 2019 the other game vendors had not yet been notified that they would not be given a contract for 2019. See, Exhibit B attached hereto.
6. On January 4, 2019, the fair staff sent out a letter to the game vendors notifying them of the agreement with RCS and that they would not be receiving contracts for 2019 and that 20% of games would be awarded to operators other than RCS. Three operators were going to be provided four games each. See, Exhibit C attached hereto. I did not receive this email as apparently I was going to be one of the 20% vendors. This however subsequently changed as well.

7. In January 8, 2019, I received an email from Donna Ruhm who notified me that I would not be booked for the 2019 Fair. See, Exhibit D attached hereto. When I contacted Tony Guadagno at the Fair, he advised me that the games All State was to be awarded were given to Annie Kastl who is also in charge of game operations at RCS. It was in this context that Tony sent me a text message which is Exhibit 18 to the Protest letter explaining what had occurred.

8. I have worked at fairs as a game operator across the country. Many of them have cashless ticketing systems. I know of no independent midway fair that allows the person or company operating the cashless ticketing system to also be the recipient of funds from the system they operate. Such a relationship creates a potential for conflict of interest and manipulation of payments. Rides at San Diego County Fair pay 48% of the gross and games pay a different percentage – 24.5% of gross game operators. As a result, scanners can be switched from the higher revenues to the lower producing ones which unfortunately has been known to occur.

9. All State has only desired to compete on a fair and level playing field with other companies that operate games at the San Diego County Fair. Combining a cashless digital ticketing system with game operations makes no sense from an industry perspective. Game operators do not own cashless digital ticketing systems. A single contract carnival operator such as RCS however already has and can offer to provide for “free” a system without having to pay for it out of game revenue. Someone like All State, in order to compete for the RFP, would instead have to bring in an owner of a digital ticketing system and pay them for their system out of game revenues. As a result, when I read RFP 19-04 I knew that there was no way All State could compete and that the RFP was written for RCS’ FunPass, which is a barcode based system as opposed to other available systems using RFID and NFC technology. However, I was informed that in order to protest the award of 100% of the games to RCS I was required to submit a Proposal, so I did only to preserve the ability of All State to protest and try and maintain All State’s game operations at the San Diego County Fair. I knew when I submitted the Proposal it was a foregone conclusion that the RFP would be awarded to RCS, which in fact occurred. It appears other persons and companies came to the same conclusion that All State did as no one else submitted a proposal to compete with the RFP.

10. I attended the 22nd DAA Board meeting on November 19, 2019 in which they announced their theme for the 2020 fair. After that meeting, I went on the website for 22nd DAA and saw that posted on their website for the 2020 fair was RCS’ FunPass. This was on their website before the date any of the Proposals were even due pursuant to RFP 19-04. Screenshots of what was on the website are attached as Exhibit 1 to the Protest letter.

11. In my opinion, the San Diego County Fair could make more money by separately submitting RFP’s for game operations and digital, cashless ticketing systems. For example, if All
State were to be awarded for five years 100% of the games at the San Diego County Fair, we could afford to pay a significant signing bonus from which the San Diego County Fair would have more than enough money to pay for and operate its own system.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 13th day of January 2020 in ________ [City], __________ [State].

[Signature]

Adam West
EXHIBIT A
RE: no meeting at IAFE

You forwarded this message on Mon 2/4/2019 10:39 PM

KS

Kelly Schmitz <kschmitz@sdfair.com>

Mon 11/26/2018 1:14 PM

You

No plans for a meeting at this point. Applications (not contracts) should be going out shortly and you’ll receive an email about it when they do. Contracts don’t usually happen until March. And if anything comes up with a meeting, we will notify you, but as mentioned – at this point there’s nothing scheduled.

Kelly Schmitz

Concessions Supervisor / Concessions Department

kschmitz@sdfair.com | p: 858.792.4218 | f: 858.792.4236

22nd District Agricultural Association

2260 Jimmy Durante Blvd. | Del Mar, CA 92014

www.sdfair.com
From: adam [mailto:allstate38inc@hotmail.com]
Sent: Monday, November 26, 2018 11:13 AM
To: Kelly Schmitz <kschmitz@sdfair.com>
Subject: Re: no meeting at IAFE

Hi Kelly,

Thanks, will there be a meeting in the future that we should make plans for?

I know contracts were usually sent out around now, I’m going to be out of town coming up and don’t want to miss the email

Do you know when contracts will be coming out?

Thanks again

Sent from my iPhone

On Nov 26, 2018, at 10:54 AM, Kelly Schmitz <kschmitz@sdfair.com> wrote:

Adam –
Just got your message this morning – and sorry, there’s no meeting scheduled at convention as we are not attending this year.

Kelly

Kelly Schmitz
Donna Ruhm

From: ben.rcsfun.com <ben@rcsfun.com>
Sent: Saturday, December 29, 2018 7:14 AM
To: Donna Ruhm
Subject: Re: Agreement Draft

Hi Donna,

We had a lovely Christmas and had my Mum come and spend it with us for the first time so that was very special. Hopefully you had wonderful time with your family also.

Thank you for the first draft, we will look it over in more detail today and get back to ASAP.

First glance there’s a typo regarding percentage vs guarantee
It says 24.5% “of” instead of “or” $600,000

-The pre-sale tickets refer to (weighing) which isn’t necessary, we can set up a bar code special which can be tracked online. This is something we can consider.

-Have the other vendors been notified?
and who of the operators we spoke about will be participating?

-Time frame is a priority for us and we need to communicate with our team to start the preparation.

Joy will reach out to you about the pre sale ticket set up in FunPass format.

Thank you

Regards,

Ben Pickett
Rav Cammack Shows, Inc.
EXHIBIT C
Sent from my iPhone

Begin forwarded message:

From: Debraun Ellis <debraunellis@gmail.com>
Date: January 14, 2019 at 4:14:42 PM CST
To: "allstate38inc@hotmail.com" <allstate38inc@hotmail.com>
Subject: Fwd: 2019 San Diego County Fair participation

---------- Forwarded message ----------
From: Donna Ruhm <duhm@sdfair.com>
Date: Fri, Jan 4, 2019 at 2:44 PM
Subject: 2019 San Diego County Fair participation
To: debraunellis@gmail.com <debraunellis@gmail.com>

January 4, 2019

Dear Debraun,

As you are aware, the District has been seeking a company to provide a ticketless solution for the midway. The potential for increase in revenue such a system would bring is even more important than ever before for a variety of reasons, none the least of which is the continued decline in horse racing revenues. We are seeking new revenue opportunities including repurposing the Satellite Wagering facility, cutting costs, etc. but frankly, it’s a new day in Del Mar.

The bidding process for a cashless solution didn’t work out so well for us last year with only two respondents. Releasing another RFP is just not an option for us until there are more companies qualified to provide the service we seek. And so, when approached by RCS to utilize their system in exchange for the game operation in Del Mar the idea wasn’t readily dismissed.

I’m writing you today to let you know that we have in fact reached a ONE YEAR agreement with RCS as an independent operator albeit to provide 80% of the games. The remaining 20% amounts to 3 operators providing 4 games each.

I regret having to let you know that we will not be in a position to book your equipment for the 2019 Fair. This decision does not come without considerable angst on my part. I’m grateful over the course of my career, only a few times has the best interest of the Fair taken precedence over our valued vendors. Please don’t hesitate to reach out to Tony for further clarification.
We’ll keep you posted as to future participation. In the meantime, I wish you all the best.

Donna Ruhm
Concessions Director | San Diego County Fair
22nd District Agricultural Association
2260 Jimmy Durante Blvd. | Del Mar, CA  92014
www.sdfair.com
From: Donna Ruhm <druhm@sdfair.com>
Sent: Tuesday, January 8, 2019 11:37 AM
To: 'allstate38inc@hotmail.com'
<allstate38inc@hotmail.com>
Subject: SDCF participation

Hi Adam,

I regret to let you know we won't be able to book your equipment after all for the 2019 Fair. I failed to tell Tony that I had committed some of the allocated space and am now being held to my word.
I'm deeply regret my poor judgment in this matter. We'll keep you posted for future participation.

Regards,

Donna Ruhm
Concessions Director | San Diego County Fair
22nd District Agricultural Association
3240 Jimmy Durante Blvd. | Del Mar, CA 92014
In Re All State 38, Inc.’s Protest of RFP 19-04

DECLARATION OF FRANK ZAITSHIK

I, Frank Zaitshik, declare to the best of my information and knowledge state as follows:

1. I am the owner of Wade Shows, one of the largest carnival companies in the country. I have owned Wade Shows for 40 years and in that period of time, I have participated in numerous requests for proposals for some of the country’s largest events. I am familiar with electronic, paperless digital ticketing systems used throughout the country at some of the largest fairs.

2. The 22nd DAA’s Request For Proposal (“RFP”) 19-04 is unlike anything I have ever seen. I have seen proposals for carnivals to provide the entire midway with rides, games and food, including a digital ticketing system, but never one where a game operator has to provide a digital ticketing system. The cost of providing the system would be prohibitive for a game operator and severely limits the number of responders.

3. Based on my review of the RFP and analysis, the RFP is written in such a manner that it limits bidding directly or indirectly to a particular bidder. This, as explained below, is true in a number of different respects.

4. In 2012, I bought the FunCard system which, to the best of my knowledge, is the very same system used by Ray Cammack Shows (“RCS”), which is a barcode-based system that relies on conductivity through Wi-Fi connections. I immediately saw deficiencies in the system that did not meet my expectations. Among the most important is that when this connectivity goes down, the system goes down. It takes a large, dedicated staff to keep the wifi network up and running and as I later found out, there are better technologies available that substantially cut the amount of staffing required to operate.

5. After consulting the experts in the field, it is clear from my research and experience that the barcode system used by RCS is no longer the state of the art. During my research, I tested the other major systems used in the industry. One of the experts I consulted and retained is Stephen Riegel. Mr. Riegel has worked in the field of RFID payment and smartcard solutions for electronic payment for the last 25 years. Prior to forming FunTagg, LLC, Stephen worked for Greenwald Industries and Motorola where he deployed an RFID cashless payment solution for a carnival midway in Hawaii. The cashless payment systems and solutions he has developed has been used at the New Mexico State Fair and the New Jersey State Fair as well as many other locations all across the country. He wrote the original architecture and solution for Disney’s electronic, cashless ticketing system. He was instrumental in developing the Mobil gasoline Speed Pass cashless payment system. He also developed FlashCash, a cashless payment solution deployed and globally used by 80% of students in the United Kingdom. After learning of RFID technology using Near Field Communication (“NFC”), and its pervasive use throughout the digital payment world, I determined it is currently the best, most reliable and secure system available.
6.  NFC, also referred to as the “tap and go” cashless payment system, is a subset of the Radio Frequency Identification (RFID) technology used by all the major smart phone companies for electronic payment like Apple and Samsung. The NFC technology does not use barcode scanners. You only need to tap and it reads the card and gives you a reading right away. The information about how much money or credits is left is on the card in a smart chip and goes directly from the card to the reader. The system always works as it does not rely on cellular or Wi-Fi connectivity to operate.

7.  As previously indicated, I am familiar with the FunCard systems used by RCS. I have with my technology experts reviewed RFP 19-04 and the requirement and scope of work for the Digital Ticketing System called for in the RFP. In section 3.4, the RFP states the digital ticketing system must include solutions that are written solely for RCS’ current barcode based electronic payment system. This occurs in at least three sections. One of them is section 3.4 E, which states it is highly desired that the POS system be able to integrate current barcodes used at the 2019 San Diego County Fair. Section 3.4 H goes on to require that the digital ticketing solution be able to scan barcodes from a mobile device. These two sections are written to require an antiquated barcode system used by RCS. All major electronic payment systems like Apple, Facebook, and eBay use the “tap and go” NFC technology. The RFP solution that requires the ability to scan barcodes from a mobile device is senseless given the current state of technology. Section 3.4 A. of the RFP also states the system should reside on the Proposer’s servers. Again, this is an antiquated requirement and all current protected data systems are cloud-based. Banks, eBay, Apple, and Facebook are all cloud-based systems and do not reside on a local server.

8.  Additionally, the premise upon which the whole RFP is based doesn’t ring true. A more typical solution would be an RFP for rides, games, food and a digital ticketing system, which would have cast a wider net for responders. I see no good reason why the digital ticketing system would be tied solely to game operations.

9.  Nowhere in the Proposal does it look at revenue the games are able to generate, and in my opinion, this is a major consideration for the RFP. By putting all the games in one hand, without financial guarantees from game revenue, the 22nd DAA is in danger of losing substantial revenue. The more financially proven approach would be to put the management of the games in one hand, letting them pick the best operators, regardless of ownership, operating under the rules and management style set forth by the fair and carnival or digital ticketing operator. There are numerous game operators that could do a great job for the fair under an overall management system, providing the fair with the “best of the best.

10.  To my knowledge, there is only one operator in the business that owns a ticketing system, owns the majority of games on their own midway and plays enough large events to qualify for the RFP. The way the qualifications are listed severely limits the number of responses that can be received by the 22nd DAA and limits Proposals to essentially one bidder.

11.  Not only is the technology section of the RFP written to specify RCS’ barcode technology, but to my knowledge, there are no game operators that own ticketing systems
and conversely, there are no ticket companies that own games. Only carnivals and a
handful of fairs operate a digital ticketing system and almost all games are run by inde-
pendent operations.

12. The RFP also asks for 3 references “similar in scope and size to the San Diego
County Fair’s Independent Midway.” The San Diego County Fair is listed as the 6th
largest fair in North America. Even if you broadened the term “similar in size and scope”
to the top 21 fairs, there are only three carnival companies that play 3 of these events,
RCS, North American Midway Entertainment and Wade Shows. The term “similar size
and scope” is also flawed because it only takes into consideration attendance. There are
numerous fairs listed in the Top 50 that have more rides and higher ride revenue on a day
day basis. The term “similar size and scope” isn’t clearly defined as some fairs are
much longer in length than others. Like almost all other carnivals, for various reasons,
NAME and Wade do not operate most of our own games, nor do we have a subcon-
tractor, with the exception of All State 38, that could field the required 75% of games re-
quired by the RFP. NAME doesn’t use a digital ticketing system on a regular basis, and
there are no other independent operators that operate the majority of the games and/or a
digital ticketing system at these events. This leaves only one operator who fits perfectly
into the minimum criteria; RCS.

13. Since the ticketing system does not share back end data with the fair, how would
the fair be able to stop fraudulent activity such as transferring credits from a higher pay-
ing item like a ride to a lower paying one like a game? While I am sure the ultimate winner
of the proposal is of the highest integrity, it just does not make financial and ethical sense to put someone in the position where there is a big potential for conflict of interest
or fraud which cannot be audited by the state. The contract awardee has a financial interest in both rides and games, which have different percentages of revenue they pay to the
fair. The system they control is also responsible for calculating and allocating ride revenue
to their own rides and their competitors. Without sharing backend data there is no
sure way to protect the state against fraud.

14. In several places in the RFP, it states that data should be accessible only to design-
ated 22nd DAA employees and data should be available to 22nd DAA upon request.
All State’s Proposal states that that data will be accessible to designated people. How-
ever, RCS’ Proposal in a letter from the FunCard system’s owner, Chris McNabb, states
that he “is the guardian of the data and our clients, including Ray Cammack Shows, do
not have access to their back end data.” The only information available is through the
online reporting. The letter then adds, “There are absolutely no circumstances where we
do, or ever will, deviate from this model.” The system’s owner’s policy does not comply
with what is in the RFP and what the state would require for auditing. Having all data
and access only available to a third party, not under the supervision of the fair or RCS,
would create auditing problems for the state.

15. There are numerous game operators that could do a great job for the fair and man-
aging several top notch game companies who would provide the fair with the “best of the
best.” There are also several excellent ticketing solutions on the market that could be affor-
dably sourced. However, the 22nd DAA in the RFP is insistent on a process that limits
the qualified applicants to one operation that has both and then limits the technology
for a cashless system to the one used by RCS. In my professional opinion, I believe the
RFP is unfairly written for a single source solution without any valid justification for
combining game operators with digital ticketing and forcing game operators and them
alone to pay the cost for the other users of the system.

The Scoring of the RFP

16. I have personally reviewed the written scoring of the Proposals and notednumerous issues in the scoring process. I believe the scoring was completed based upon the
scorers expectations and experience with the Bar code-based system and in the interest of
fairness, I clarify some misconceptions below.

17. The FunTagg system, as described in All State 38, Inc.’s (“All State”) Proposal
and as explained in detail in the presentation, is a more technologically advanced NFC
ticketing system that does not require the same components as the RCS bar code system.
Even RCS’ inventory consultant, Paladin Enterprises, on pg. 84 of their Proposal says
they began replacing some of RCS’ “aging bar code hardware” with RFID tagging as part
of the company’s “constant improvement strategy.” Even RCS’ consultant recognizes
that the RFID and NFC system is more advanced than the bar code system and an im-
provement in technology. Despite this, the evaluators seem to make the assumption that
you need the same amount of staff, networking knowledge and other components as you
do for the bar code system and All State’s Proposal was penalized for that in several in-
stances. Unfortunately, it is difficult for a person not familiar with the technology to un-
derstand how the system works and why it works differently and we believe that bias ad-
versely affected the scoring in many cases.

18. Technical Evaluation Summary Sheets (G). In each of the scoring sheets, the
scorers grade All State insufficient on this point. It is difficult to understand how that is
the case. In no less than four separate places in the RFP response; 5.3.1 (A), 5.3.1 (C),
3.5 (G) and 3.2 (G), All State describes, in full, with a complete list, the relationship be-
tween All State and Wade Shows. All State will be leasing the mentioned items from
Wade Shows. There is no other aspect to the relationship. What more were the evalua-
tors looking for?

19. In several of the scoring evaluations, I am mentioned and it is asked why Frank
Zaitshik is not on the staffing charts or mentioned personally in the proposal. I was pre-
sent in my capacity as the President of Wade Shows, the owner the digital ticketing sys-
tem being leased by All State. Since the presentation was to be about digital ticketing
and how it works, All State believed bringing the head of the company from whom the
system is being leased should be part of the presentation to comment on its virtues and
could be instructive for the evaluation committee. I detailed my experience with digital
ticketing systems and spoke about why FunTagg is, in my extensive experience in this
field, is the best system being used today. I do not operate or even help operate the sys-
tem for Wade Shows. I am the owner of the company. I was not on the RFP answer
staffing list because I will not be at the fair.

20. Stephen Riegel. There was again some confusion about Stephen Riegel’s role
reflected in the scoring. Mr. Riegel, as it states in the RFP, is a team member who will be
on site for the implementation of the FunTagg system at the San Diego County Fair. His
qualifications and experience are detailed in the All State Proposal. Mr. Riegel spoke about the system during the presentation. He is the developer of the system as was stated in the RFP. He agreed to be onsite during the Fair with his team members to assist with all technical aspects of the system. As stated in the RFP response 3.5 (Q): Our management and support team will be on site during the event and available prior to the event on a 24/7 basis. What more is required for this to not be listed as a weakness?

21. **References.** Evaluators Mueller and Moore both take issue with the references listed for the ticketing systems. Mueller says the third reference is a smaller fair and that reference letters were vague. She claims that the “carnival attendance” at Buc Days was 40,000 but ignores the rest of the population that attended the festival. The actual attendance is over 200,000. No other fair even counts attendance by midway area, alone, they count the total number of people that attend the entire event. While questioning the reference letters for All State’s digital proposal, Mueller praises the RCS letters yet, only two of the reference letters from RCS meet the requirements to be of the same size and scope as the San Diego County Fair. The two other letters are from the Pima County Fair and the Antelope Valley Fair which have attendance of approximately 300,000 and 200,000, respectively, and do not meet the similar size and scope of the minimum requirement. Yet, the evaluators are silent on that point when evaluating the RCS proposal.

22. Under Relative Experience and Qualifications, one of the evaluators mentioned FunTagg cashless system is untested. That is not accurate. In fact, as All State states in the Proposal, as well as herein, the technology used in the Mobile Speed Pass for payment managed by Mr. Riegel, who wrote the original architecture and solution for the Disney RFID system for electronic ticketing and he developed the cashless system using RFID that has been in use in Hawaii fairs for years.

23. Under staffing and management, the reviewers express repeated concerns about staffing. With the FunTagg cashless system each card and reader works independently so only a reader or a card, on very rare occasions can fail. The RCS barcode system requires connectivity to operate. The RFID system does as demonstrated in the All State presentation by putting the phone in airplane mode. The barcode system is the major source of labor for the RCS system. This labor is not needed for the FunTagg system. Only real time reporting and credit card transactions requires connectivity. As All State explained, the credit card machines are hardwired and the system, even if connectivity goes down, can take cash at all times. The data, unlike the FunPass system, continues to be stored even if connectivity is down and can be retrieved manually. Once the connectivity is down for FunPass, it cannot check to see if a card is still valid and that is why there is so much labor needed to keep the network working.

24. One evaluation faults All State for not addressing hardwiring and redundancies but All State did clarify in the presentation that all ticket boxes and kiosks would be hardwired. This same evaluator says that the failure of the Wi-Fi or cell connectivity will delay reporting and cites that as negative. If the FunPass system loses connectivity there is no reporting because the system is still not working, whereas the FunTagg system continues to work. The “backup plan” that RCS has for using paper tickets also will not give real time reporting but that is not noted. If cell and Wi-Fi connectivity fail under the FunTagg system, only real time reports are delayed until connectivity is resumed or the
scanners are read manually. The reports even at the later date will show when things we sold where used, what time etc. If Wi-Fi is interrupted on the FunPass system, the system does not work at all and a backup plan must be implemented that does not provide real time reporting, transaction times etc. so the “backup up” plan isn’t really a backup, those reports can never be provided.

25. This same evaluator says that we do not list security protocols for POS systems in this section but in another section, it is specifically addressed, “Transaction data that is transmitted over the internet and stored in the backend database is securely transmitted over an encrypted SSL channel using industry standard Transport Layer Security (TLS) and HTTPS. All access to backend data is only permitted by users with appropriate credentials.” The reviewer also asks what the security is for the app. But RCS does not list security for the app here and this is not noted on the review.

26. It seems clear from the evaluations there is not an understanding of how Near Field Communication (“NFC”) tap and go system works. As stated in All State’s presentation, only credit card transactions need connectivity and these are hardwired. The evaluator’s concerns about connectivity and “back up plans” shows an unfamiliarity with how the “tap and go” system works and stores the financial transaction. All State did provide references, pictures and evidence for a hardwired system at three events. The scanning of tickets and media requires no connectivity. “100% proven, fully operational” RFP requirement must apply to both systems. The app from FunPass has reviews from actual guests, the majority of which say it does not work. RCS’ system in fact had a total failure contrary to the statements in its Proposal.

27. All State presented both a card and wristband during the technology presentation. That is what was scanned during the presentation. The comments were “there is no proposed RFID device (wristband or card) presented?” This is simply not accurate. The negotiation for the card fees is a factor in the bias of the RFP, but unless the RFP was written solely for one bidder, RCS, there are many solutions to pay for cards that would be “no cost” to the 22nd DAA. If the RFP was written such that it allowed no other ways to spread the costs to all the users and/or the public to make it “no cost” to the 22nd DAA, then only RCS’ system is financially viable and other more advanced technology are being excluded. RCS did state in its presentation to the evaluation committee there was a cost associated with its card.

28. The RFID/NFC technology cannot have a total failure. The only thing that can fail is an individual component (reader or card) which will/can be replaced. As explained, the only thing that would be affected by a failure of internet and cell connectivity would be credit card transactions and real time reporting. The system as a whole, however, would still continue to work. A paper ticket “backup plan” would not be able to take credit cards under that scenario as well. The RCS paper ticket backup plan would not be able to record transactions, collect data or function in any way as a digital ticketing system. The RCS paper ticket “backup plan” commented on positively is no plan. Simply selling paper tickets will not help with the people who have already purchased. Balances could not be accessed and thousands of people with FunCards would be left with a previously purchased card that cannot be read. Nowhere in the back-up plan is this addressed.
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 13th day of January 2020 in Palm Beach [City], Florida [State].

[Signature]
Frank Zaitshik
In Re Allstate 38, Inc.’s Protest of RFP 19-04

DECLARATION OF DREW BUDIMIR

I, Drew Budimir, declare and state as follows:

1. I was a manager of a large roller coaster ride, the Windstorm, at the Houston Livestock and Rodeo in Houston, Texas. At the time I was managing this ride, the carnival at this fair was being run by Ray Cammack Shows (“RCS”). RCS was using a digital, paperless, ticketing system at the fair and to the best of my recollection it was referred to as the Fun Pass. The Fun Pass was being used by patrons to pay for rides on the roller coaster in place of paper tickets. To the best of my knowledge, the Houston Livestock and Rodeo is one of the largest fairs in the country. During the fair, there was a complete failure of the RCS digital ticketing system. The system went down to the best of my recollection for approximately three to five hours during which we allowed people to ride for free until paper tickets were used until the system got back up and running. Throughout the fair there were intermittent times when the Fun Pass system went down and did not operate for several minutes.

2. To the best of my recollection, the complete failure of the RCS system occurred approximately ten years ago. At the time I was working for another company and did not personally keep records or notes of the actual date or time. I do recall that the complete failure occurred on a very busy day for the fair.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this Eighth day of January 2020 in San Jose [City], California [State].

Drew Budimir
In Re Allstate 38, Inc.’s Protest of RFP 19-04

DECLARATION OF JOHN S. MOOT

I, John S. Moot, declare and state as follows:

1. I am a partner at the law firm of Schwartz Semerdjian Cauley and Moot LLP. Our firm has been retained by All State 38, Inc. (“All State”) with respect to matters pertaining to the 22nd DAA.

2. On January 17, 2019, a partner at our firm sent a Public Records Act request to the 22nd DAA as result of an award of a contract that did not go through any competitive procurement process and appeared to be a sole-source contract. In response to Public Records Act request, our firm received multiple emails and documents some of which are attached as exhibits to All State’s Protest letter.

3. After reviewing the materials provided, I noted that the sole-source contract was not awarded through a competitive procurement process and was likely illegal. I sent a letter to the 22nd DAA informing them of this. This letter is attached as Exhibit 19 to the Protest letter.

4. After further reviewing events and circumstances of the 2019 contract, it appeared to have been done without any public process at which the public and affected game operators were notified and given an opportunity to address the contract before it was awarded. From 1994 to 2000, I served as an elected City Council member. As such, I am very familiar with the importance of having open, noticed public meetings to address significant changes in policy that come under the purview of public entities. I noted that before the sole-source contract was awarded in 2019 there was a significant change in policy as to how the San Diego County Fair was going to operate. Records indicate that the San Diego County Fair operated as an independent midway meaning that the Fair separately contracted with game, ride and food vendors as opposed to a Single Carnival Contract fair where an RFP would be issued for the entire operations of the midway and then the awardee would contract with the various game, food and ride vendors. The 2019 sole-source contract required the 22nd DAA to change the policies for an independent midway and created a hybrid system which was neither a single contract carnival nor independent midway.

5. At the request of All State, I sent letters to the 22nd DAA advising them that All State did want to submit proposal for the 2020 fair and participate in a competitive procurement process. I suggested that the 22nd DAA convene a workshop of the affected vendors who were not allowed to participate in the 2019 fair because of the changes and that the Board should consider the effects of the change in policy and moving away from being an independent midway. When the 22nd DAA sent an email that it intended to send out an RFP for 2020 I again wrote the 22nd DAA asking whether it would be like the 2019 hybrid system in which all or the majority of the games would be awarded to a single vendor. I suggested that the Fair Operations Committee or the Contract Committee notice hearings to receive input and discuss how the RFP would be structured and allow all parties to compete.
6. None of the correspondence noted above were responded to and no forum was given for the public and affected parties to comment on or request changes to a RFP that awarded of 100% of the games to a single vendor. As a result, on October 21, 2019, I sent a letter protesting the proposed RFP, and the way it was structured noting many of the issues and problems with the RFP. This correspondence was also not responded to and as a result many of the issues outlined in All State’s protest were not addressed in advance forcing All State to file a protest in order to continue to be a game operator at the San Diego County Fair. The aforementioned letters are attached and referenced as exhibits in the protest letter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of January 2020 in San Diego, California.

[Signature]

John S. Moot
Fair. When you use up your tickets, load up more!

**FUNPASS CARD**

Buy the FunPass Card at carnival ticket booths, with as many tickets as you wish. When you need to reload your card, do it at the Fair carnival ticket booths.
GET THE FUNPASS APP

Download the FunPass app to buy tickets on your phone. Your FunPass tickets can be scanned for rides and games directly from your phone.
WE'RE ON A MISSION TO FIND REAL LIFE SAN DIEGO HEROES. KNOW ONE.

2020 SAN DIEGO COUNTY FAIR

FUNPASS FOR RIDES & GAMES

Get rides and games tickets instantly, with no waiting in line!
The FunPass app offers many advantages that the card does not, some of which are:

- You don't have to wait in line to buy a FunPass card; you can buy the tickets through the app.
- Your phone will have the barcode that will be scanned at each ride or game; no need to keep track of a card.
- Mom or Dad can buy tickets and send them to their kids' phones.
- The app tracks all usage, so Mom or Dad can see how their kids used the tickets.
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. Negotiation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such an endorsement.

PRODUCER
Kcil Insurance
2200 NW Military Hwy
San Antonio, TX 78213

RECEIVED
Ray Cano at Show Inc
PO Box 10
Lazaro
AZ 85339

INSURER
T.M.E. Insurance Company

CERTIFICATE NUMBER: CL190119028

COVERAGE
COMMERCIAL GENERAL LIABILITY

CLAIMS MADE

Occur

Each Occurrence
$1,000,000

Policy Limits
$1,000,000

INSURER A: T.M.E. Insurance Company

INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES
COMMERICAL GENERAL LIABILITY

COMMERCIAL AUTO LIABILITY

EXCESS LIABILITY

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 201, Additional Ratemaker Schedule, may be attached if necessary and required]


CERTIFICATE HOLDER
22nd DCFA/Del Mar Fairgrounds & California Fair Services
Services Authority
2280 Jimmy Durante Blvd
Del Mar, CA 92014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED SIGNATURE

[Signature]

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THE CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provision(s) be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of this policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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<th>PRODUCER</th>
<th>PRIV.</th>
<th>ADDRESSES AND CONTACTS</th>
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</thead>
<tbody>
<tr>
<td>Kalil Insurance</td>
<td>(210) 532-7514</td>
<td>Rolanda Vizcaino, <a href="mailto:rolanda@kalil.com">rolanda@kalil.com</a></td>
</tr>
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</table>

San Antonio, TX 78213

INSURED

JACA Enterprises Inc.
3302 Equitation Trail

Phoenix, AZ 85014

COVERAGES

CERTIFICATE NUMBER: CL1901121848

This is to certify that the policies of insurance listed below have been issued to the named insureds above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this exclusion and conditions of such policies, limits of liability may have been reduced by prior claim.

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DESCRIPTION OF OPERATIONS & VEHICLES (ACORD 34, Additional Rented Schedule, may be attached if more space is required)


CERTIFICATE HOLDER

22nd DDA Det Me: Palomar
2294 Jimmy Dimmick Blvd
Del Mar, CA 92014

SHOULD ANY OF THE ABOVE DESIGNED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION.

AUTHORIZED REPRESENTATIVE

Page 105

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not convey rights to the certificate holder in lieu of such endorsements.

PRODUCER
Kallet Insurance
2000 NW Military Hwy
San Antonio
TX 78213

INSURED
Rognic Enterprises
1062 Park Avenue
Sturgis
SD 67785

COVERAGES
CERTIFICATE NUMBER: CL1910172141
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY FAI CLAIMS.

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<td>PERSONAL INJURY</td>
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 116). Additional forms or schedules may be attached if any space is required.


CERTIFICATE HOLDER
22nd DD/AF Mar Feltgrove
2080 Jimmy Durante Blvd.
Del Mar
CA 92014

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVIDING.

AUTHORIZED REPRESENTATIVE

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Page 110
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE ISSUED:** [Date]

**-producer**

Kaili Insurance
2020 HW Harney Way
Scottsdale, AZ 85255

**insured**

Michael Aicraft & Jo Arna Leavitt, DBA: Ashles, LLC
4825 W. Happy Valley Rd
Phoenix, AZ 85086

**COVERAGE**

**CERTIFICATE NUMBER:** [Certificate Number]

**REVISED DATE:** [Date]

This is to certify that the policies of insurance listed below have been issued to the insured named above. The policyholder hereby agrees to be bound by the terms and conditions of the policy, and that the indemnification provided to the insured is subject to all the terms, conditions, and exclusions of the policy.

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**DESCRIPTION OF OPERATIONS PERFORMED (VEHICLES):** [Description of operations performed, if applicable]

**ADDITIONAL PROVISIONS:** [Additional provisions, if any]

**CANCELLATION:**

[Information about cancellation procedures and requirements]

**AUTHORIZED REPRESENTATIVE:** [Signature and contact information]

**ACORD 25 (2016/09)**

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EXHIBIT 3
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/20/2019

PRODUCER
Allied Specialty Insurance, Inc.
10451 Gulf Blvd
Treasure Island, FL 33706-4814

CONTACT NAME: Sue Vereker
PHONE: 727 547 3059
FAX: 727 367 5695
EMAIL: svereker@alliedspecialty.com

INSURED
W.G. Wade Shows Inc
P.O. Box 51730
Livonia, MI 48151

INSURER A: T.H.E. Insurance Company
NAIC #: 12906

CERTIFICATE NUMBER:

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All Risks (Property Floater)

CERTIFICATE HOLDER: 22nd DAA/ Del Mar Fairgrounds
2260 Jimmy Durants Blvd
Del Mar, CA 92014-2216

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENATIVE: Carl A. Sera

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DIGITAL TICKETING SYSTEM AND CARNIVAL GAME OPERATIONS PROPOSAL
April 5, 2018

By Overnight Mail

Mike Ceragioli
Contracts Manager
22nd District Agricultural Association
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Re: Detailed Written Statement of Protest of Magic Money, LLC; State of California/22nd District Agricultural Association (22nd DAA) Request for Proposals (RFP) No. 18-02 RFID Solution/System for a Ticketless Midway and Cashless Games at the San Diego County Fair

Dear Mr. Ceragioli:

Pursuant to Section 4.6 of the above-referenced RFP, we submit this detailed written statement in support of the protest submitted to you by our client, Magic Money, LLC, on Monday, April 2, 2018.

As Magic Money explained in its initial protest letter, the 22nd DAA’s proposed award to Cashless Events LLC under the RFP is improper, and must be set aside, because, if the proposals submitted were properly scored and all mandatory criteria evaluated in accordance with the RFP, then Magic Money would have been the highest scoring bidder. As such, the 22nd DAA may award the contract under the RFP, if at all, only to Magic Money.

Magic Money provided the key facts supporting this protest in its letter to you dated March 28, 2018. A copy is attached hereto as Exhibit A. We provide further information and explanation below.

For the reasons stated in Magic Money’s prior letters and below, Magic Money requests that the 22nd DAA grant this protest, cancel the improper proposed award to Cashless Events, and award the contract to Magic Money in accordance with the RFP.
I. RFP NO. 18-02 RFID SOLUTION/SYSTEM FOR A TICKETLESS MIDWAY AND CASHLESS GAMES AT THE SAN DIEGO COUNTY FAIR

The 22nd DAA issued the RFP on January 26, 2018. The RFP solicited offerors to provide "a complete wireless RFID based solution/system to operate a ticketless midway and cashless gaming for the duration of the San Diego County Fair" in 2018. RFP § 2.0.

A. Responsiveness and Minimum Requirements

The RFP provided that the 22nd DAA would award a contract, if any, under the RFP to "the responsive, responsible, qualified Proposer(s) whose proposal(s), as determined by the State, best meets the requirements set forth in this RFP including the Statement/Scope of Work to be performed described in (Section 3.0) and the Mandatory Format and Content Requirements (Section 6.0)." RFP § 2.0; see also § 2.8. It stated that "[o]nly those Proposals that are timely, meet the proper format required for submittal, provide the required information and are pursuant to the criteria outlined in the RFP will be considered "responsive."" Id. § 1.1.

To be responsive, a proposal must first be timely, meet the RFP format requirements, and all required forms and documents must be included in the proposal. RFP § 5.1.A. For example, the RFP stated that the 22nd DAA would reject a proposal failing to include with its proposal, among other things, (1) a copy of its current insurance certificate and policy meeting the RFP insurance requirements and (2) a list and detailed description of at least two projects of a similar size and scope as this project. RFP §§ 2.8, 2.12, 3.2.A, C; 6.2.

Once the 22nd DAA determined that a proposal included all required forms and documents, its evaluation committee was required to review the Proposer's "qualifications and experience to determine if the minimum requirements have been met." RFP § 5.1.B. This requires review of the proposals against the minimum qualifications in Section 3.2 of the RFP. Id. § 5.3.1.

So, for example, if a proposal submitted the required insurance forms and prior projects list, the committee was then required to review the information they contained to make sure they met the RFP requirements.

For insurance, the RFP required the following:

The certificate must include the following ...:
Evidence of appropriate insurance coverage for the term of the contract; …

The Proposer’s insurance coverage, as required under this Section, must include coverage for the duration of the Agreement resulting from the RFP process and must include “all risks” insurance coverage for loss of income, business interruption and other insurance covering merchandise and all types of equipment and property located in or on the Del Mar Fairgrounds. Such insurance shall include the personal property of its employees and agents. The Proposer shall require the same coverage for all subsidiaries, employees, agents and subcontractors. The personal property coverage shall include, but not be limited to, motor vehicles, whether licensed or unlicensed, and mobile equipment, whether licensed or unlicensed.

A copy of Proposer’s current insurance policy confirming all coverages identified in this Section 2.12 must be included with the proposal. Non-compliance with this requirement will be cause for rejection of the proposal.

RFP § 2.12 (emphasis in original). The RFP directed proposers to Section 2.23.K for more details regarding the insurance coverages identified and required in Section 2.12; Section 2.23.K requires “adequate ‘all risks’ insurance coverage for loss of income, business interruption and other insurance covering merchandise and all types of equipment and property located in or on the Del Mar Fairgrounds.” The RFP repeats this requirement in the “MINIMUM QUALIFICATION REQUIREMENTS (Pass or Fail)” Section:

All Proposers must submit evidence of the following:

A. Proposer has demonstrated the ability to meet the insurance requirements described in this RFP, including but not limited to Section 2.23 K (Standard Contract Terms and Conditions). Proof of ability to meet these insurance requirements must be attached to your proposal. (P/F)

RFP § 3.2.

For the Proposers’ relevant prior experience, the RFP minimum, pass-fail qualification requirements in Section 3.2 also required that proposals, in order to be responsive, had to include specific information:

All Proposers must submit evidence of the following:
C. A detailed description of at least two (2) projects or events that demonstrate relevant experience of a similar size and scope as the San Diego County Fair's independent Midway and Carnival Ride operation. Experience is relevant if it falls within a category described in the Scope of Work. Please provide a list of events that meet these criteria.

For purposes of comparison, to determine whether the projects a Proposer describes are similar in size and scope, to this project, the RFP provides that the San Diego County Fair's independent Midway and Carnival Ride operation involves the sixth largest fair in North America, with approximately 40 owners supplying more than 80 carnival rides and more than 60 carnival games, and ride revenue over $10 million per year, and the Fairground receives approximately 3-4 million attendees per year. RFP § 2.1.

The committee was required to reject proposals that did not meet the minimum requirements, including those above for insurance and recent project experience:

Proposals that do not present the minimum qualifications, the information in the format required, or provide the required documentation shall be rejected as non-responsive.

RFP § 5.1.B.

B. Scoring and Basis for Award

For proposals meeting all of the RFP's mandatory minimum requirements only, the RFP stated that the committee would score the technical proposals "utilizing the scoring process described in Section 5.0." RFP § 2.8; see also § 5.3.2. This evaluation would be conducted "without influence of price." Id. § 5.1.D. The RFP provided that technical proposals would receive up to 70 points under the following criteria: (1) Proposers Relative Experience and Qualifications (20 points); (2) Staffing and Management (10 points); and (3) Technical Presentation, Approach and Work Plan/Narrative (40 points). Id. § 5.4.1.

The RFP stated that the Proposers Relative Experience and Qualifications score (up to 20 points) would be based, among other things, on the following:

Relative technical experience in RFID solutions/systems of a similar nature size and scope ....

Description of at least two (2) RFID projects completed over the last two (2) years, which are similar to the magnitude and scope of the RFID solutions/systems to be provided to the 22nd DAA during the San Diego County Fair, as stated in the RFP.
Evidence that the proposing entity or individual has completed, or demonstrated the experience, competency, capability, and capacity to complete RFID systems, of similar size, scope, or complexity.

RFP § 5.4.1.a.

The RFP stated that the Staffing and Management (up to 10 points) would be based, among other things, on including “a statement that key personnel proposed will be available 24-7 prior to and during the San Diego County Fair to perform the proposed services for the duration of the contract ....” RFP § 5.4.1.b.

The RFP stated that the Technical Presentation, Approach and Work Plan/Narrative (up to 40 points) would be based on the “Proposer’s depth and understanding of the State’s requirements,” as shown in the narrative in its proposal. It stated that the narrative provided should, among other things, “in detail, explain your proven reliable and customizable application for both Apple and Android systems available.” RFP § 5.4.1.c. Elsewhere in the RFP “Statement/Scope of Work” stated a proposal would be subject to a mandatory scoring deduction if it did not include the desired app:

A proven reliable and customizable application for both Apple and Android systems is highly desired. Proposals will be accepted without this application but they will receive a mandatory ten (10) point deduction from their technical score. The proven reliable and customizable application for both Apple and Android systems must include:

- The ability to view balances and usage history;
- The ability to reload RFID removable, reusable and customizable devices with credit;
- The ability to collect e-mail and other data from users for marketing purposes;
- The ability to track spending of users and ability to create a rewards system based on spending; and
- A secure system of collecting customer data that is managed and approved by the State.

RFP § 3.3.
The RFP stated that the 22nd DAA would reject technical proposals earning a score of less than 70% of the 70 total possible points, i.e., less than 49 points. RFP §§ 5.1.F, 5.2.

For bidders whose technical proposals scored 49 points or higher, the 22nd DAA would open their cost proposals and score them in accordance with the RFP’s Section 5.4.3 and Financial Proposal Form. RFP §§ 5.1.G, 5.3.3, 5.4.3. Cost proposals could receive up to 30 points. Id.

“If a contract is awarded, it shall be granted to the responsive, responsible, qualified Proposer with the highest scored proposal.” RFP § 2.8; see also RFP § 5.1.H.

II. PROPOSALS

The 22nd DAA received proposals in response to the RFP from two proposers: Magic Money and Cashless Events.

A. Magic Money’s Proposal

The 22nd DAA correctly determined that Magic Money’s proposal met all mandatory RFP requirements. The evaluation committee gave Magic Money an average technical score of 55.50 (out of 70) points, broken down as follows: (1) Proposers Relative Experience and Qualifications 20 (out of 20) points; (2) Staffing and Management 8.43 (out of 10) points; and (3) Technical Presentation, Approach and Work Plan/Narrative 27.07 (out of 40) points. Since that technical score was at or above the minimum 49 points, the 22nd DAA opened Magic Money’s cost proposal, which was in the amount of $476,513.98. Based on that cost, as compared to that proposed by Cashless Events, Magic Money received a financial score of 23.46 points (out of a possible 30 points), and a total score of 78.96 (out of a possible 100) points.

B. Cashless Events Proposal

The 22nd DAA incorrectly determined that Cashless Events’ proposal met all mandatory RFP requirements. Cashless Events proposal did not include an insurance certificate or policy that met the minimum requirements as outlined in the RFP (RFP §§ 2.8, 2.12, 3.2.A), and it did not provide the required project description and list (RFP § 3.2.C). Based on these omissions alone, the 22nd DAA should have rejected the proposal and not moved on to technical scoring (RFP §§ 1.1, 2.0, 2.8, 3.2.A, 3.2.C, 5.1.A, 5.1.B, 5.3.1, 6.2).

The 22nd DAA evaluation committee then compounded its error by incorrectly giving Cashless Events an average technical score of 55.65 (out of 70) points,
broken down as follows: (1) Proposer's Relative Experience and Qualifications 18.93 (out of 20) points; (2) Staffing and Management 9.65 (out of 10) points; and (3) Technical Presentation, Approach and Work Plan/Narrative 27.07 (out of 40) points. The proposal does not state that Cashless Events now has a proven app or that they can provide all of the functionality required by the RFP (§ 3.3). These facts required the committee to apply the mandatory 10-point deduction stated in the RFP (§ 3.3); it did not do so. Once corrected for this error alone, Cashless Events' technical score drops from 55.65 to 45.65. Since this is below the RFP's minimum 49 points (§§ 5.1.F, 5.2), the RFP required the 22nd DAA to reject Cashless Events' proposal on this basis as well.

Other elements of the committee's technical scoring of Cashless Events technical proposal also deviate materially from the RFP and, when compared to Magic Money's proposal scoring, lack any rational basis. For example, the first technical factor—Proposer's Relative Experience and Qualifications—was based largely on technical experience with recent projects of similar size and scope to this project (RFP § 5.4.1.a). Magic Money clearly met this requirement and received 20 out of 20 points; Cashless Events clearly did not and received almost the same score, 18.93 points. Another example is under the second technical factor—Staffing and Management, which included a Proposer statement that its key personnel would be available 24/7; Cashless Events provided no such assurance, yet it received an almost perfect score of 9.65 out of 10 points.

Based on its above failures to reject Cashless Events' proposal as nonresponsive and based on its technical score below the minimum, the 22nd DAA incorrectly opened Cashless Events' cost proposal, which was in the amount of $372,600.98. Based on that cost, Cashless Events received the maximum financial score of 30 points, and a total score of 85.65 (out of a possible 100) points.

Finally, even if the 22nd DAA had not been required to reject Cashless Events' proposal, if the technical scoring of that proposal had been done in accordance with the RFP, Magic Money would have received the higher score, and thus be in-line for award. Magic Money received a total score of 78.96. If the mandatory 10-point deduction had been applied to Cashless Events' proposal, it would have received a total score of 75.65, less than Magic Money's total score. If the committee's other scoring errors were corrected, the gap would of course be even greater.

III. NOTICE OF PROPOSED AWARD AND PROTEST

On March 26, 2018, the 22nd DAA issued a Notice of Proposed Award under the RFP to Cashless Events, stating that it was "the highest scoring responsive, qualified
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proposer,” It attached a “RFP Evaluation Summary, Technical Scoring Summary, and Financial Summary and Score.”

The March 26 Notice indicated that, under RFP § 2.6, Magic Money had until April 2, 2018, to protest the proposed award.

Magic Money submitted its letter notice of protest, including all information required by Section 2.6, on April 2.

IV. THE 22ND DAA IS REQUIRED TO AWARD THE CONTRACT, IF AT ALL, TO MAGIC MONEY

A. California Law Requires the 22nd DAA to Apply the RFP Requirements and Scoring Criteria as It Said It Would

State agencies have broad discretion to define their requirements in a solicitation, but they must do so clearly. California competitive bidding law requires a State agency to include in any contract solicitation a clear statement of the requirements bidders must meet to be eligible for award and a clear description of how the agency will evaluate the bids it receives. Konica Business Machines U.S.A., Inc. v. Regents of University of California, 206 Cal. App. 3d 449, 456 (1988); Baldwin-Lima-Hamilton Corp. v. Superior Court, 208 Cal. App. 2d 803, 821 (1962); see also Kajima-Ray Wilson v. Los Angeles County Metro. Transp. Auth., 23 Cal. 4th 305, 317 (2000) (California Supreme Court finding full and fair competition in public procurements “require[s] fairness in evaluating and accepting bids”).

Once the State describes its requirements in a solicitation, it must enforce those requirements. Domar Electric, Inc. v. City of Los Angeles, 9 Cal. 4th 161, 175-76 (1994); MCM Construction, Inc. v. City and County of San Francisco, 66 Cal. App. 4th 359, 369 (1998); Konica Business Machines, 206 Cal. App. 3d 449, 455-56 (1988). The State may not allow only one (or, for that matter, any) bidding party to deviate from proposal specifications. A decision to disregard a specification as to one bidder has a “direct and injurious” result to other bidders and thus constitutes an abuse of discretion. Baldwin-Lima-Hamilton Corp. v. Superior Court, 208 Cal. App. 2d 803, 812, 824 (1962).

Failing to enforce a solicitation requirement in the evaluation process renders an award illegal. Baldwin-Lima-Hamilton, 208 Cal. App. 2d 803. 1 In Baldwin-Lima-

1 If Magic Money were required to pursue this protest in the Superior Court, the court would likely be “strongly persuaded by decisions relating to federal procurement.” Pacific Architects Collaborative v. The State of California, 100 Cal. App. 3d 110, 125 (1979);
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Hamilton, a solicitation issued by the City and County of San Francisco required the bidders to commit to providing U.S.-manufactured items. San Francisco tried to waive this requirement, because it was legally precluded from enforcing it. The court held this attempted waiver was improper because other bidders could not have known that San Francisco would not enforce the requirement and so they would have been deterred from bidding. As a result, the writ petition was granted. Id. at 812, 821.

While the State retains the right to waive minor proposal deviations from RFP requirements, it may not waive material deviations. Where a proposal materially deviates from a mandatory requirement, the State must reject the proposal. Valley Crest Landscape, Inc. v. City Council, 41 Cal. App. 4th 1432, 1443 (1996) (public agencies may not waive material deviations); Kontoa, 206 Cal. App. 3d at 456; Domar Electric, 9 Cal. 4th at 176.

B. The RFP Required the 22nd DAA to Reject Cashless Events’ Proposal for Failure to Include Required Proof of Insurance

The RFP clearly stated that it was a mandatory requirement that proposers include in their proposals proof of insurance meeting RFP requirements, including $1 million in “all risk” coverage and that the 22nd DAA would reject a proposal failing to meet this requirement (RFP §§ 2.8, 2.23.K, 3.2.A, 5.1.B). Cashless Events failed to meet this requirement, so the 22nd DAA was required to reject its proposal.

Specifically, the RFP was clear that the Proposer had to submit proof in its proposal that it had in place, at the time of bidding, $1,000,000 in “all risk” coverage including loss of income, business interruption, and all types of equipment and property at the fair and that all subsidiaries, employees, agents, and subcontractors would have the same minimum levels of coverage in place. The 22nd DAA communicated the importance of this requirement in its final question to the bidders, in which it specifically asked about this

Kajima/Ray Wilson v. Los Angeles County Metropolitan Transportation Authority, 69 Cal. App. 4th 1458, 1470 (1999), rev’d on other grounds, 23 Cal. 4th 305 (2000). For example, the court would likely follow Systems Management, Inc., which, like Baldwin-Lima-Hamilton involved a contract award found to be illegal because the Government chose not to enforce a solicitation requirement in its evaluation of proposals. B-287032.3, B-287032.4, 2001 CPD ¶ 85 at *2, 4, 15-17, fn. 12, 2001 U.S. Comp. Gen. LEXIS 71 (April 16, 2001) (Government Accountability Office (GAO) sustained protests where the Air Force did not enforce a solicitation requirement, reasoning that, by overstating its minimum needs and then relaxing the requirement, the Air Force had provided “no common basis for proposals” and may have deterred other prospective bidders from bidding).
coverage and the willingness and ability of bidders to protect the Fair its losses in the event of a service interruption and/or a cyber-attack.

Magic Money met this requirement, not only answering the 22nd DAA’s question in the affirmative and showing that it both understood the need and will protect the Fair but also providing with its proposal the required proof of coverage, as required by the RFP.

In contrast, Cashless Events clearly failed to understand or meet this requirement. Its proposal did not include proof of this coverage. The current insurance certificate submitted showed that Cashless Events had only $10,000 in all risk insurance coverage. In addition, Cashless Events, in response to the 22nd DAA’s final question to proposers, responded:

From a hypothetical statement we have no issue with having insurance cover a quantifiable loss of revenue,... If you would like to discuss actual coverage then the insurance company would need to understand how the losses would be calculated. Attempting to get this information has been the delay in responding ....

This answer is both non-committal and non-responsive. Cashless Events did not provide any proof of either this specific coverage or of comprehensive all risks coverage and, despite getting credit for a team of subcontractors, it did not provide proof or even affirm that any of these subcontractors have or would maintain the required coverage.

Cashless Events’ failure to provide proof of required coverage should have disqualified it for consideration for award. This was a mandatory element of the RFP, and the 22nd DAA may not waive this requirement. Cashless Events’ failure to submit proof or even state is has or can and will get the required coverage is a material deviation for several reasons. First, Cashless Events provided the 22nd DAA with no rational basis to conclude that it has or ever can get the required insurance coverage. The required coverage is hard to get and expensive, especially on an unproven system such as that proposed by Cashless Events. Additionally, due to the significant expense of complying with this requirement, imposing the requirement in the RFP and then waiving it in the evaluation is anti-competitive in violation of California law. The requirement clearly could have dissuaded potential bidders from submitting proposals, and Magic Money’s compliance with the stated requirement clearly put it at a cost and price disadvantage against Cashless Events, with its failure to meet the requirement and incur the cost of doing so before bidding.
C. The RFP Required the 22nd DAA to Deduct Ten Points from Cashless Events’ Proposal for Failure to Propose a Proven Apple/Android System Application with the Functionality Listed in the RFP

The RFP clearly stated that it desired a proven application for Apple and Android systems providing five specified types of functionality and that a proposal failing to include such an application, while not subject to rejection on that basis, would be subject to a mandatory ten-point deduction in technical scoring (RFP § 2.8). Cashless Events failed to meet this requirement, so the 22nd DAA was required to deduct ten points from its technical score.

Specifically, the RFP was clear that a proposal will be subject to a mandatory 10-point scoring deduction if it does not propose a “proven reliable and customizable application for both Apple and Android systems” that includes (a) The ability to view balances and usage history; (b) The ability to reload RFID removable, reusable and customizable devices with credit; (c) The ability to collect e-mail and other data from users for marketing purposes; (d) The ability to track spending of users and ability to create a rewards system based on spending; and (e) a secure system of collecting customer data that is managed and approved by the State.

RFP § 3.3.

Magic Money met this requirement, explaining in detail how it had, at the time of bidding a proven app with all of the functionality listed in the RFP. Magic Money has, at great expense, built and proven such an application with all required features. It has proven its effectiveness at multiple events and has refined it and improved it with more than 100 revisions.

In contrast, Cashless Events has no current app built and simply described a willingness to build version 1 of an application that might meet some requirements and is silent as to others. In its response to Section 3.3.K, Cashless Events says nothing to indicate it has a “proven” app. It fails to address the five listed types of functionality, either in whole or in part, stating only that its system “will provide the ability to purchase addition [sic] tickets and products as needed” and “will support Tokenization, allowing customers to keep credits cards in file for unlimited seating.” Proposal at 50 (emphasis added). Despite this deficiency, the committee did not deduct the mandatory ten points from Cashless Events’ technical score.

The RFP also clearly stated that a proposal had to receive a minimum technical score of 49 points to pass the technical evaluation and move on the cost proposal opening and evaluation (RFP §§ 5.1.F, 5.2). Had the 22nd DAA done what the RFP required
D. The RFP Required the 22nd DAA to Reject Cashless Events’ Proposal for Failure to Include at Least Two Recent Similar Projects

The RFP clearly stated that it was a mandatory requirement that proposers include in their proposals a list and detailed description of at least two projects of a similar size and scope as this project and that the 22nd DAA would reject a proposal failing to meet this requirement (RFP §§ 2.8, 3.2.C, 5.1.B; 6.2). Cashless Events failed to meet this requirement, so the 22nd DAA was required to reject its proposal.

Specifically, the RFP was clear that a detailed description of at least two projects or events that demonstrate relevant experience of a similar size and scope as this project was a mandatory minimum requirement.

Magic Money met this requirement by describing in its proposal its experiences at the Miami Dade County Youth Fair—a Fair with a ride gross of $10,000,000—and the Iowa State Fair and Ft Worth Stock Show and Rodeo—each events with more than 1,000,000 attendees.

In contrast, Cashless Events provided in its proposal no detailed description or list of projects. The description it did provide was for two projects—both much smaller than this one and one of which it did not even perform. (It also lists a client, Butler Amusement, which is not a project or event.) For the first project it describes, the Central Washington State Fair, it provides no size or scope information, but publicly available information shows that it does not come close to the San Diego Fair by any measure—number of rides, games or owners, gross dollars, number of fairgoers, etc. In fact the reported attendance of the Central Washington State Fair is 312,000 in 2016—less than 1/5 that of the Del Mar Fair. The second project referenced in the proposal, an RFID entry system for Grand Canyon National Park, is only described in a reference letter. It is nonresponsive not only because the proposal provides no size or scope information (though, again, publicly available information shows that it does not come close to the San Diego Fair by any measure including specifically because it does not indicate any degree of midway experience or experience, as there were no rides or games, and additionally because the Del Mar Fair has stated that it is not planning to use the solution under this contract as an entry system) but also because it was not performed by Cashless Events; rather it was performed by Fields Consulting Group (FCG), one of the subcontractors Cashless Events proposed to hire for this project. Nothing
in the RFP stated that a Proposer could rely on the experience of others to meet this requirement (even if it were of similar size and scope).

E. The 22nd DAA Failed to Score the Proposals in Accordance with the RFP Criteria, and, Had It Done So, Magic Money’s Proposal Would Have Received the Highest Score

As described above, the RFP required the committee to apply a mandatory 10-point deduction to Cashless Events’ technical score for its failure to propose a proven app with the listed functionality. In addition, the committee’s scoring of Cashless Events’ proposal under the first and second technical factors clearly deviates from the criteria stated in the RFP and lacks any rational basis. The RFP stated that scoring under Proposers Relative Experience and Qualifications was based largely on technical experience with recent projects of similar size and scope to this project (RFP § 5.4.1.a). Magic Money, which provided at least three projects of similar size, received 20 out of 20 points; Cashless Events, which provided one much smaller project it performed (Central Washington Fair) and another much smaller project one of its proposed subcontractors performed (National Park Service Grand Canyon), received almost the same score, 18.93 points. Another example is under the second technical factor – Staffing and Management, which included a Proposer statement that its key personnel would be available 24/7; Cashless Events provided no such assurance, yet it received an almost perfect score of 9.65 out of 10 points.

The committee’s scoring was clearly flawed. Under any reasonable, objective application of the stated RFP scoring criteria, Magic Money’s technical score would have exceeded that of Cashless Events by more than enough to overcome the price difference between the two proposals. Magic Money received a technical score of 55.50, a financial score of 23.46 points, and a total score of 78.96. Cashless Events received a technical score of 55.65, a financial score of 30 points, and a total score of 85.65. Since the committee’s scoring errors clearly exceed the 6.69 point gap in total points, those errors alone resulted in an improper award determination.

V. CONCLUSION

California law requires the State to clearly state its requirements and evaluation criteria in its RFPs and, once it has done so, to apply them as promised. The 22nd DAA has failed to do so here. It failed to reject Cashless Events’ proposal for failing to meet two mandatory pass-fail requirements, and it failed to reject its proposal after the technical evaluation required a mandatory point reduction that put Cashless Events’ proposal below the minimum point threshold for further consideration for award. Finally, even if the RFP had not required rejection of Cashless Events’ proposal for any of these three reasons, any
proper, rational application of the RFP's scoring criteria would have resulted in Magic Money's proposal receiving the highest points score.

For all of these reasons, this protest should be granted, the proposed award to Cashless Events withdrawn, and award of the contract made to Magic Money.

Sincerely,

[Signature]

Aaron P. Silberman

Attachment
April 17, 2018

Chris Leavitt, CEO
Cashless Events
11551 West Waverly Dr.
Casa Grande, AZ 85194

Subject: Request for Proposals (RFP) 18-02, RFID Solution / System for a Ticketless Midway and Cashless Games

Dear Mr. Leavitt:

Thank you very much for your participation in the above mentioned RFP process.

Due to time constraints, the 22nd District Agricultural Association ("District") has decided not to utilize a RFID solution for the 2018 San Diego County Fair.

This letter constitutes the District's official cancellation of RFP 18-02 in its entirety. No award, of any kind, will be made in relation to RFP 18-02.

The District will retain your Original Proposal for the State's files. All remaining copies will be shredded and properly disposed. Should the District decide to solicit proposals for a RFID solution at a future fair, you will be notified.

Again, thank you for your participation.

Respectfully,

[Signature]

Mike Ceragioli
Contracts Manager
22nd District Agricultural Association
858-792-4283
Email: mceragioli@sfdfair.com

cc: RFP File
April 17, 2018

Michael Augins, CEO
Magic Money, LLC
6000 Fairview Rd.
Charlotte, NC 28210

Subject: Request for Proposals (RFP) 18-02, RFID Solution / System for a Ticketless Midway and Cashless Games

Dear Mr. Augins:

Thank you very much for your participation in the above mentioned RFP process.

Due to time constraints, the 22nd District Agricultural Association ("District") has decided not to utilize a RFID solution for the 2018 San Diego County Fair.

This letter constitutes the District’s official cancellation of RFP 18-02 in its entirety. No award, of any kind, will be made in relation to RFP 18-02.

The District will retain your Original Proposal for the State’s files. All remaining copies will be shredded and properly disposed. Should the District decide to solicit proposals for a RFID solution at a future fair, you will be notified.

Again, thank you for your participation.

Respectfully,

[Signature]

Mike Ceragioli
Contracts Manager
22nd District Agricultural Association
858-792-4263
Email: mceragioli@sdfair.com

cc: RFP File
EXHIBIT 5
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

<table>
<thead>
<tr>
<th>Benjamin Pickett</th>
<th>as a representative of</th>
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<tbody>
<tr>
<td>Ray Cammack Shows, Inc.</td>
<td>Name of Proposer (&quot;Proposer&quot;)</td>
</tr>
</tbody>
</table>

and with the authority, acknowledge that, the above Proposer has read, understands, and agrees to comply with (1) the requirements of California Government Code, Section 1090 et seq.; and (2) any and all other conflict of interest and ethics laws applicable to Proposer in 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 Proposer's obligations pursuant to this RFP or any resulting Agreement. The Proposer agrees to cooperate fully with the 22nd District Agricultural Association ("22nd DAA") and 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 California law, including Government Code Section 1090, et seq., may be considered void and the Proposer shall not be entitled to any reimbursement or compensation for the Proposer's performance of the resulting Agreement, including reimbursement of costs or 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 rights and remedies at law and in equity concerning any such violation.

The Proposer agrees to provide a written list to the Contact Person listed on the cover of the RFP identifying all known, suspected, or potential financial or familial interest with any 22nd DAA director, official, officer or employee and/or their respective immediate family members, 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.
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

"Continued"

☑ I certify that I have no known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA.

☑ I disclose the following relationships with and/or 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)

☑ 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.

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

Ray Cammack Shows, Inc.

(NAME OF PROPOSER)

(SIGNATURE)

Benjamin H. Pickett

(PRINT NAME)

Vice President

(TITLE)

November 1, 2019

(DATE)
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

Benjamin Fickett
Print Name

Ray Carnes Skow, Inc.
Name of Proposer ("Proposer")

and with the authority, acknowledge that the above Proposer has read, understands, and agrees to comply with (1) the requirements of California Government Code, Section 1069 et seq.; and (2) any and all other conflict of interest and ethics laws applicable to Proposer in 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 22rd District Agricultural Association ("22nd DAA") and 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, officer, or employee in the performance of the resulting Agreement.
- No director, 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 California law, including Government Code Section 1090, et seq., may be considered void and the Proposer shall not be entitled to any reimbursement or compensation for the Proposer's performance of the resulting Agreement, including reimbursement of costs or 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 rights and remedies at law and in equity concerning any such violation.

The Proposer agrees to provide a written list to the Contact Person listed on the cover of the RFP identifying all known, suspected, or potential financial or familial interest with any 22nd DAA director, official, officer or employee and/or their respective immediate family members, 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.
Certificate re California Government Code 1090 and Disclosure of Interests
RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

"Continued"

☐ I certify that I have no known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA.

☐ 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)

☐ 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.

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:

Ray Cammack Shows, Inc.

(NAME OF PROPOSER)

(SIGNATURE)

Benjamin H. Pickett

(PRINT NAME)

Vice President

(TITLE)

November 1, 2019

(DATE)
EXHIBIT 6
## 2018 MIDWAY GAME LIST

<table>
<thead>
<tr>
<th>Game Code</th>
<th>Company Name</th>
<th>Address</th>
<th>City, State Zip</th>
<th>Contact Name</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>70013</td>
<td>PARADISE MANAGEMENT</td>
<td>15042 S 47TH ST</td>
<td>PHOENIX, AZ 85044</td>
<td>MARK LEAVITT</td>
<td>602-763-2373</td>
</tr>
<tr>
<td>70014</td>
<td>PAUL'S CONCESSIONS</td>
<td>24719 PLAYER OAKS</td>
<td>SAN ANTONIO, TX 78260</td>
<td>PAUL NEUMETH</td>
<td>210-602-2244</td>
</tr>
<tr>
<td>70015</td>
<td>RCS - GDR</td>
<td>PO BOX 10</td>
<td>LAVEEN, AZ 85339</td>
<td>KIM PALMIERI</td>
<td>602-763-3188</td>
</tr>
<tr>
<td>70016</td>
<td>ROGMIC</td>
<td>PO BOX 789</td>
<td>LAVEEN, AZ 85339</td>
<td>ROGER LEAVITT</td>
<td>602-763-8406</td>
</tr>
<tr>
<td>70017</td>
<td>SIGNATURE CONCESSIONS</td>
<td>2554 W 16TH ST</td>
<td>YUMA, AZ 85364</td>
<td>BOB MERTEN</td>
<td>928-941-2684</td>
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### Game Descriptions
- **SPEED PITCH**: 10
- **GOLD FISH**: 16 x 16
- **BALLOON POP**: 16 x 16
- **ONE BALL**: 32 x 16
- **MINI PAN**: 32 x 16
- **RING A DUCK**: 16 x 16
- **BASKETBALL**: 20
- **RACERS DERBY**: 28
- **WATER BALLOON POP RACE**: 18
- **BIG SHOT BASKETBALL**: 44
- **GOBLET**: 32 16
- **BASS FISHING**: 16 16
- **HI-STRIKER**: 14
- **SHOOT OUT THE STAR**: 18

2017:
- Total centers - 44
- Total line-ups - 20

2018:
- Total centers - 45
- Total line-ups - 18
EXHIBIT 7
INSURANCE REQUIREMENTS

Ray Cammack Shows is represented on the CFSA Carnival Master Insurance List.
Job Details

Location: Laveen, AZ
Employment Type: Seasonal
Salary: Competitive

Job Description

THIS JOB POSTING IS FOR RETURNING GAME EMPLOYEES ONLY.

IF YOU HAVE PREVIOUSLY WORKED FOR RCS/GDR, PLEASE CONTINUE TO APPLY TO THIS POSTING.

IF YOU ARE NEW TO RCS/GDR, PLEASE DO NOT APPLY TO THIS POSTING AND APPLY TO THE "NEW HIRE - GAME DEPARTMENT" JOB POSTING.

Requirements

POSITION PURPOSE

The purpose of our game attendant is to attract guests to play the game, scan tickets from their fun pass card and explain rules of the game. It is important that our guests enjoy the game and are not felt pressured in any way to play or to continue to play.

WORK REQUIREMENTS

1. All positions require the ability to tolerate loud talking and sometimes-constant noise and music.
2. Ability to operate a scanner
3. Ability to communicate appropriately with guests
4. Ability to lift 20 pounds
5. Ability to lift arms to reach for stock and replace stock
6. Ability to understand the game and game rules.
7. Meet all grooming guidelines
Job Details

Location: Laveen, AZ
Employment Type: Seasonal
Salary: Competitive

Job Description

THIS JOB POSTING IS FOR RETURNING GAME EMPLOYEES ONLY.

IF YOU HAVE PREVIOUSLY WORKED FOR RCS/GDR, PLEASE CONTINUE TO APPLY TO THIS POSTING.

IF YOU ARE NEW TO RCS/GDR, PLEASE DO NOT APPLY TO THIS POSTING AND APPLY TO THE "NEW HIRE - GAME DEPARTMENT" JOB POSTING.

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The purpose of our game attendant is to attract guests to play the game, scan tickets from their fun pass card and explain rules of the game. It is important that our guests enjoy the game and are not felt pressured in any way to play or to continue to play.

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6. Ability to understand the game and game rules.
7. Meet all grooming guidelines.
BACKGROUND REPORT ON

Charlene Leavitt

01-03-2020
DISCLAIMER

TruthFinder IS NOT A CREDIT REPORTING AGENCY ("CRA") FOR PURPOSES OF THE FAIR CREDIT REPORTING ACT ("FCRA"). 15 USC §§ 1681 et seq. AS SUCH, THE ADDITIONAL PROTECTIONS AFFORDED TO CONSUMERS, AND OBLIGATIONS PLACED UPON CREDIT REPORTING AGENCIES ARE NOT CONTEMPLATED BY, NOR CONTAINED WITHIN, THESE TERMS.

You may not use any information obtained from this report in connection with determining a prospective candidate's suitability for:

- Health insurance or any other insurance
- Credit and/or loans
- Employment
- Education, scholarships or fellowships
- Housing or other accommodations
- Benefits, privileges or services provided by any business establishment.

The information provided by this report has not been collected in whole or in part for the purpose of furnishing consumer reports, as defined in the FCRA. Accordingly, you understand and agree that you will not use any of the information you obtain from this report as a factor in: (a) establishing an individual’s eligibility for personal credit, loans, insurance or assessing risks associated with existing consumer credit obligations; (b) evaluating an individual for employment, promotion, reassignment or retention (including employment of household workers such as babysitters, cleaning personnel, nannies, contractors, and other individuals); (c) evaluating an individual for educational opportunities, scholarships or fellowships; (d) evaluating an individual's eligibility for a license or other benefit granted by a government agency or (e) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including, without limitation, apartment rental, check-cashing, or the opening of a deposit or transaction account. You also agree that you shall not use any of the information you receive through this report to take any “adverse action,” as that term is defined in the FCRA; you have appropriate knowledge of the FCRA; and, if necessary, you will consult with an attorney to ensure compliance with these Terms.
**NAME**
<table>
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<tr>
<th>First Name</th>
<th>Middle Name</th>
<th>Last Name</th>
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<tbody>
<tr>
<td>Charlene</td>
<td>Kay</td>
<td>Leavitt</td>
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**BIRTH INFORMATION**
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<tr>
<th>Birth Date</th>
<th>Age</th>
<th>Astrological Sign</th>
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<tbody>
<tr>
<td>February 8, 1954</td>
<td>65</td>
<td>Aquarius</td>
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</tbody>
</table>

**POSSIBLE ALIASES**
L Charlene

**POSSIBLE JOBS**
- CFO at Ray Cammack Shows (Entertainers and Entertainment Groups)
- Chief Financial Officer at Ray Cammack Shows (Amusement & Recreation Services)
- Finance Manager at Ray Cammack Shows, Inc. (Amusement Parks)

**SOCIAL SECURITY NUMBER**
<table>
<thead>
<tr>
<th>Issued Location:</th>
<th>South Dakota</th>
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<tr>
<td>Issued Years:</td>
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**POSSIBLE RELATIVES**
<table>
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<tr>
<td>Guy Leavitt</td>
<td>70 (approx.)</td>
</tr>
<tr>
<td>Joy Elizabeth Pickett</td>
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<td>Kimberly Leavitt Palmieri</td>
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<tr>
<td>Tess J Luster</td>
<td>35 (approx.)</td>
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<tr>
<td>Jody Leavitt Lopez</td>
<td>51 (approx.)</td>
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<tr>
<td>William Troy Leavitt</td>
<td>75 (approx.)</td>
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<tr>
<td>Vivián P Leavitt</td>
<td>54 (approx.)</td>
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<tr>
<td>Roger Dean Leavitt</td>
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<tr>
<td>Rita J Leavitt</td>
<td>70 (deceased 2002)</td>
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<td>Michele Ann Leavitt</td>
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<td>Mark Lee Leavitt</td>
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<td>Kimberly Ann Leavitt</td>
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<td>JO Anne Leavitt</td>
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<td>Chris Paul Leavitt</td>
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<td>Andella Noreen Leavitt</td>
<td>72 (approx.)</td>
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<td>Melissa Ray Blomsness</td>
<td>37 (approx.)</td>
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<td>Company Name</td>
<td>Data Universal Numbering System (DUNS)</td>
</tr>
<tr>
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<tr>
<td>RAY CAMMACK SHOWS INC</td>
<td>#104000762</td>
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<tr>
<td>GCF EVENTS LLC</td>
<td>#039276736</td>
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<td>GDR INC</td>
<td>#012766218</td>
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<td>RCS LAGRANDE WHEEL, LLC</td>
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<tr>
<td>RAY CAMMACK SHOWS INC</td>
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<tr>
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<tr>
<td>GDR INC</td>
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<th>Current Address</th>
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<td>Casa DE LA Familia Leavitt LLC</td>
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<td>Casa DE LA Familia Leavitt LLC</td>
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<td>RAY Cammack Shows Inc</td>
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<td></td>
<td>Frazier's World Fair Shows, Inc.</td>
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<td></td>
<td>Laveen, AZ 85339</td>
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<td>Jan. 1, 2010 - Jul. 27, 2019</td>
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<td>Jan. 1, 2010 - Jul. 27, 2019</td>
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<th>Former Addresses</th>
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<td></td>
<td>4950 W Southern Ave # 4950, Laveen, AZ 85339-9720</td>
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<tr>
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<td>(602) 763-5038</td>
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<td>Po Box 10, Laveen, AZ 85339-0010</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>(602) 763-5038</td>
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<th>Current Address</th>
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<tr>
<td>4950 W Southern Ave, Laveen, AZ 85339-9720</td>
<td>RCS Lagnande Wheel LLC</td>
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<td></td>
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</tbody>
</table>
GDR INC. (PRIMARY)

Business Name:
Address:
Address Type
State:
Incorporation State:
Incorporation Date:
Filing Number:
Filing Office DUNS Number:
Filing Date:
Filing Office Name:
Filing Office Address:
Data Universal Numbering System (DUNS) Number:
Perpetual Indicator:
Registration Type:
Securities And Exchange Commission Status:
Verification Date:
Received Date:
File Date:
Amendment (Jun. 9, 2010):
Title:
Manager
Address:
Title:
Registered Agent
Address:
Amendment (Aug. 6, 2010):
Reason: Miscellaneous
Description: Pub Of Article & Microfilm Location: 32223089025

Amendment (Aug. 30, 2011):
Reason: Miscellaneous
Description: Mail Returned Notif Letter Microfilm Location: 11931015039

Amendment (Nov. 3, 2011):
Reason: Miscellaneous
Description: Mail Returned Notif Letter Microfilm Location: 119290505021

Amendment (Apr. 6, 2012):
Reason: Miscellaneous
Description: Certificate Of Reinstatement Microfilm Location: 11937015006

Business Contact - GCLearitt Holdings LLC:
Title: Other Principal Shareholder

Business Contact - Boyd F Jensen:
Title: Registered Agent
Address: P.O. Box 10, Laveen, AZ 85339-0010

Business Contact - Charlene Leavitt:
Title: Director
Address: 4950 W Southern Ave, Laveen, AZ 85339-9720

Business Contact - Guy Leavitt:
Title: Director
Address: 4950 W Southern Ave, Laveen, AZ 85339-9720

Business Contact - Guy W Leavitt:
Title: Other Officer
Address: P.O. Box 10, Laveen, AZ 85339-0010

Business Contact - Delia K Ritter:
Title: Secretary
Address: P.O. Box 10, Laveen, AZ 85339-0010
EXHIBIT 8
<table>
<thead>
<tr>
<th>No.</th>
<th>Event Name</th>
<th>Location</th>
<th>Date</th>
<th>Attendance</th>
<th>Notes</th>
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<tbody>
<tr>
<td>1</td>
<td>Houston Livestock Show &amp; Rodeo</td>
<td>Houston, TX</td>
<td>February 22 - March 18, 2018</td>
<td>2,646,592</td>
<td>Ray Cammack Shows</td>
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<tr>
<td>2</td>
<td>Texas State Fair</td>
<td>Dallas, TX</td>
<td>September 23 - October 1, 2018</td>
<td>2,045,118</td>
<td>Independent Midway</td>
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<td>3</td>
<td>Minnesota State Fair</td>
<td>St. Paul, MN</td>
<td>August 23 - September 3, 2018</td>
<td>2,016,532</td>
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<td>4</td>
<td>San Antonio Stock Show &amp; Rodeo</td>
<td>San Antonio, TX</td>
<td>February 9 - February 26, 2018</td>
<td>1,801,000</td>
<td>Wade Shows</td>
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<tr>
<td>5</td>
<td>San Diego County Fair</td>
<td>Del Mar, CA</td>
<td>June 1 - July 3, 2018</td>
<td>1,261,250</td>
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<tr>
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<td>Eastern States Exposition - W. Springfield, MA</td>
<td>Springfield, MA</td>
<td>September 14 - September 20, 2018</td>
<td>1,543,470</td>
<td>N.A.M.E.</td>
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<td>Orange County Fair</td>
<td>Costa Mesa, CA</td>
<td>July 13 - August 12, 2018</td>
<td>1,476,330</td>
<td>Ray Cammack Shows</td>
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<tr>
<td>8</td>
<td>Canadian National Exhibition</td>
<td>Toronto, ON</td>
<td>August 17 - September 3, 2018</td>
<td>1,600,000</td>
<td>N.A.M.E.</td>
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<td>9</td>
<td>Great New York State Fair</td>
<td>Syracuse, NY</td>
<td>August 22 - September 3, 2018</td>
<td>1,779,015</td>
<td>Wafe Shows</td>
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<td>10</td>
<td>Calgary Stampede</td>
<td>Calgary, AB</td>
<td>July 6 - July 15, 2018</td>
<td>1,271,241</td>
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<td>Los Angeles County Fair</td>
<td>Pomona, CA</td>
<td>August 31 - September 20, 2018</td>
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<td>Ray Cammack Shows</td>
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<td>12</td>
<td>Fort Worth Stock Show &amp; Rodeo</td>
<td>Fort Worth, TX</td>
<td>January 12 - February 3, 2018</td>
<td>1,134,060</td>
<td>Tangle Amusements</td>
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<tr>
<td>13</td>
<td>Erie County Fair</td>
<td>Hamburg, NY</td>
<td>August 8 - August 18, 2018</td>
<td>1,193,789</td>
<td>Strates Shows</td>
</tr>
<tr>
<td>14</td>
<td>Iowa State Fair</td>
<td>Des Moines, IA</td>
<td>August 9 - August 20, 2018</td>
<td>1,130,289</td>
<td>Independent Midway</td>
</tr>
<tr>
<td>15</td>
<td>Arizona State Fair</td>
<td>Phoenix, AZ</td>
<td>October 5 - October 28, 2018</td>
<td>1,107,696</td>
<td>Ray Cammack Shows</td>
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<tr>
<td>16</td>
<td>Washington State Fair</td>
<td>Puyallup, WA</td>
<td>August 31 - September 23, 2018</td>
<td>1,100,000</td>
<td>First Tahoe Shows</td>
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<td>17</td>
<td>Wisconsin State Fair</td>
<td>West Allis, WI</td>
<td>August 12 - August 18, 2018</td>
<td>1,037,382</td>
<td>Independent Midway</td>
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<tr>
<td>18</td>
<td>Tulsa State Fair</td>
<td>Tulsa, OK</td>
<td>September 7 - October 7, 2018</td>
<td>1,025,000</td>
<td>N.A.M.E.</td>
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<tr>
<td>19</td>
<td>North Carolina State Fair</td>
<td>Raleigh, NC</td>
<td>October 11 - October 21, 2018</td>
<td>1,020,000</td>
<td>Powders Great American</td>
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<tr>
<td>20</td>
<td>Ohio State Fair</td>
<td>Columbus, OH</td>
<td>July 25 - August 5, 2018</td>
<td>998,505</td>
<td>Amusements of America</td>
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<tr>
<td>21</td>
<td>Indiana State Fair</td>
<td>Indianapolis, IN</td>
<td>August 3 - August 19, 2018</td>
<td>880,431</td>
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<tr>
<td>22</td>
<td>Oklahoma State Fair</td>
<td>Oklahoma City, OK</td>
<td>September 13 - September 23, 2018</td>
<td>800,000</td>
<td>Wafe Shows</td>
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<tr>
<td>23</td>
<td>K Days - Edmonton, ALB (Canada)</td>
<td>Edmonton, AB</td>
<td>July 20 - July 30, 2018</td>
<td>856,093</td>
<td>N.A.M.E.</td>
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<tr>
<td>24</td>
<td>National Western Stock Show - Denver, CO</td>
<td>Denver, CO</td>
<td>January 5 - January 21, 2018</td>
<td>765,574</td>
<td>None</td>
</tr>
<tr>
<td>25</td>
<td>Pacific National Exhibition</td>
<td>Vancouver, BC</td>
<td>August 18 - September 3, 2018</td>
<td>705,261</td>
<td>West Coast Amusements</td>
</tr>
<tr>
<td>26</td>
<td>Big Fresno Fair</td>
<td>Fresno, CA</td>
<td>October 3 - October 14, 2018</td>
<td>632,410</td>
<td>Buffer Amusements</td>
</tr>
<tr>
<td>27</td>
<td>Mississippi State Fair</td>
<td>Jackson, MS</td>
<td>October 3 - October 14, 2018</td>
<td>629,680</td>
<td>N.A.M.E.</td>
</tr>
<tr>
<td>28</td>
<td>Kentucky State Fair</td>
<td>Louisville, KY</td>
<td>August 16 - August 26, 2018</td>
<td>614,470</td>
<td>N.A.M.E.</td>
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<tr>
<td>29</td>
<td>California State Fair</td>
<td>Sacramento, CA</td>
<td>July 13 - July 29, 2018</td>
<td>575,250</td>
<td>Buffer Amusements</td>
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<tr>
<td>30</td>
<td>Wilson County Fair</td>
<td>Lebanon, TN</td>
<td>August 17 - August 25, 2018</td>
<td>515,047</td>
<td>Rebuilder Shows</td>
</tr>
<tr>
<td>31</td>
<td>Maryland State Fair</td>
<td>Timonium, MD</td>
<td>August 23 - September 3, 2018</td>
<td>572,030</td>
<td>Daggett Atwood</td>
</tr>
<tr>
<td>32</td>
<td>Florida Strawberry Festival</td>
<td>Plant City, FL</td>
<td>March 1 - March 11, 2018</td>
<td>578,025</td>
<td>Delivery Amusements</td>
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<tr>
<td>33</td>
<td>New Mexico State Fair</td>
<td>Albuquerque, NM</td>
<td>September 6 - September 16, 2018</td>
<td>504,445</td>
<td>Rebuilder Shows</td>
</tr>
<tr>
<td>34</td>
<td>Georgia National Fair</td>
<td>Perry, GA</td>
<td>October 4 - October 14, 2018</td>
<td>496,524</td>
<td>Rebuilder Shows</td>
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<tr>
<td>35</td>
<td>Topfield Fair - Topfield, MA</td>
<td>Sept9mber 28 - October 8, 2018</td>
<td>486,000</td>
<td>Fiesta Shows</td>
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</tr>
<tr>
<td>36</td>
<td>Miami-Dade County Fair</td>
<td>Miami, FL</td>
<td>March 16 - April 8, 2018</td>
<td>457,000</td>
<td>N.A.M.E.</td>
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<tr>
<td>37</td>
<td>York Fair - York, PA</td>
<td>York, PA</td>
<td>September 7 - September 16, 2018</td>
<td>450,173</td>
<td>Daggett Atwood</td>
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<tr>
<td>38</td>
<td>Colorado State Fair</td>
<td>Pueblo, CO</td>
<td>August 24 - September 3, 2018</td>
<td>444,476</td>
<td>Crabtree Amusements</td>
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<tr>
<td>39</td>
<td>South Carolina State Fair</td>
<td>Columbia, SC</td>
<td>October 10 - October 21, 2018</td>
<td>443,712</td>
<td>N.A.M.E.</td>
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<tr>
<td>40</td>
<td>South Florida Fair</td>
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<td>January 12 - January 21, 2018</td>
<td>427,055</td>
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<tr>
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<td>California Mud State Fair</td>
<td>Paso Robles, CA</td>
<td>March 2 - March 11, 2018</td>
<td>426,000</td>
<td>Helfen &amp; Son Amusements</td>
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<td>Florida State Fair</td>
<td>Tampa, FL</td>
<td>February 9 - February 19, 2018</td>
<td>423,725</td>
<td>Wafe Shows</td>
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<tr>
<td>43</td>
<td>Alameda County Fair</td>
<td>Pleasanton, CA</td>
<td>June 15 - July 8, 2018</td>
<td>423,416</td>
<td>Rebuilder Amusements</td>
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<td>44</td>
<td>Kern County Fair</td>
<td>Bakersfield, CA</td>
<td>September 19 - September 30, 2018</td>
<td>416,635</td>
<td>Buffer Amusements</td>
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<td>45</td>
<td>Bloomsburg Fair - Bloomsburg, PA</td>
<td>September 21 - September 28, 2018</td>
<td>403,787</td>
<td>Amusements of America</td>
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<tr>
<td>46</td>
<td>Pensacola Interstate Fair - Pensacola, FL</td>
<td>October 10 - October 30, 2018</td>
<td>395,545</td>
<td>Rebuilder Shows</td>
<td></td>
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<tr>
<td>47</td>
<td>The Illinois State Fair</td>
<td>Springfield, IL</td>
<td>August 9 - August 20, 2018</td>
<td>338,114</td>
<td>N.A.M.E.</td>
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<tr>
<td>48</td>
<td>State Fair of Louisiana - Shreveport, LA</td>
<td>October 25 - November 11, 2018</td>
<td>368,300</td>
<td>Crabtree Amusements</td>
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<td>49</td>
<td>Dutchess County Fair</td>
<td>Rhinebeck, NY</td>
<td>August 21 - August 26, 2018</td>
<td>319,236</td>
<td>Powders Great American</td>
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<tr>
<td>50</td>
<td>Evergreen State Fair</td>
<td>Monroe, WA</td>
<td>August 23 - September 3, 2018</td>
<td>348,045</td>
<td>Rebuilder Amusements</td>
</tr>
</tbody>
</table>
TO ALL PARTIES:

1. A judgment, decree, or order was entered in this action on (date): May 14, 2019

2. A copy of the judgment, decree, or order is attached to this notice.

Date: May 20, 2019

Jonathan Ricasa
PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and not a party to this action. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (specify):

2. I served a copy of the Notice of Entry of Judgment or Order by enclosing it in a sealed envelope with postage fully prepaid and (check one):
   a. □ deposited the sealed envelope with the United States Postal Service.
   b. □ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The Notice of Entry of Judgment or Order was mailed:
   a. on (date);
   b. from (city and state):

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Street address:
      City:
      State and zip code:
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

□ Names and addresses of additional persons served are attached. (You may use form POS-030(P).)

5. Number of pages attached _______

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

__________________________  _____________________________
(TYPE OR PRINT NAME OF DECLARANT)  (SIGNATURE OF DECLARANT)
TABLE OF RAY CAMMACK SHOWS, INC. LITIGATION

There are zero suits or claims in our game and Technology divisions.
"...litigation, administrative hearings currently pending or filed including the previous three years..."

<table>
<thead>
<tr>
<th>Type</th>
<th>Court</th>
<th>Case Number</th>
<th>Case Name</th>
<th>Causes of Action &amp; Status</th>
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<tbody>
<tr>
<td>Civil</td>
<td>San Diego County CA</td>
<td>37-2019-00008304</td>
<td>Pine v RCS</td>
<td>General tort claims – ride case newly filed.</td>
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<tr>
<td></td>
<td></td>
<td>CU-PO-CTI.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil</td>
<td>Orange County CA</td>
<td>30-2019-010822267</td>
<td>Patterson v RCS</td>
<td>General tort claims – ride case newly filed.</td>
</tr>
<tr>
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<td></td>
<td>CU-PO-CJC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil</td>
<td>Orange County CA</td>
<td>30-2017-00922653</td>
<td>Van Dusen v RCS</td>
<td>General tort claims – slippery slide case. Trial next year.</td>
</tr>
<tr>
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<td>CU-PO-CJC</td>
<td></td>
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</tr>
<tr>
<td>Civil</td>
<td>Los Angeles CA</td>
<td>B661 1767</td>
<td>Sutton v RCS</td>
<td>General tort claims – defunct employment agency dispute.</td>
</tr>
<tr>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Civil</td>
<td>Los Angeles CA</td>
<td>BC672790</td>
<td>Austin v RCS</td>
<td>General tort claims – fun house slide case – settled.</td>
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<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Civil</td>
<td>Maricopa County AZ</td>
<td>CV 2019-013210</td>
<td>Jennifer Becker v RCS</td>
<td>General tort claims – ride case – settled.</td>
</tr>
</tbody>
</table>
Briana M. Kim (SBN 255966)
briana@briankim.com
Grace E. Pak (SBN 320847)
grace@briankim.com
BRIANA KIM, PC
249 East Ocean Boulevard, Suite 814
Long Beach, California 90802
Telephone: (714) 482-6301
Facsimile: (714) 482-0302

Jonathan Ricasa (SBN 223550)
jericasa@ricasalaw.com

LAW OFFICE OF JONATHANRICASA
13760 Ventura Boulevard, Suite 700
Encino, California 91436
Telephone: (818) 650-8077
Facsimile: (818) 301-5151

Attorneys for Plaintiffs Jose Moya and Alejandro Martinez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

Jose Moya, individually and on behalf of all employees similarly situated;

v.

Ray Cammack Shows, Inc., Guy W. Leavitt, Trinity Concessions LLC, Joy Leavitt Pickett, Ben Pickett, and Doe One through and including Doe Ten,

Defendants.

Case No.: BC601897

[PROPOSED] JUDGMENT

Hon. Amy D. Hogue
Dept. SSC 7

Hearing Date: April 29, 2019
Time: 2:00 p.m.
Place: Dept. SSC 7
312 North Spring Street
Los Angeles, California 90012

Complaint Filed: November 20, 2015
Trial Date: None

By Fax

Pursuant to the Order Granting the Motion for Final Approval of Class Action Settlement, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

1. Judgment in this matter is entered in accordance with, and incorporates by reference the findings of, the Court’s Order Granting the Motion for Final Approval of Class Action Settlement, the Amended Stipulation for Class Action Settlement and Release of Claims (“Agreement”), and the
2. The Court finds that the Settlement Class is properly certified as a class for settlement purposes only.

3. The Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of due process.

4. The Court finds the settlement was entered into in good faith, that the settlement is fair, reasonable and adequate, that the settlement represents a compromise of the Parties’ respective positions, with no admission of wrongdoing by Defendants or any other of the Released Parties and with no finding of liability of any kind, and that the settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

5. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all members of the Settlement Class, which is defined as: all full-time traveling carnival employees of the Defendants who worked at locations within the State of California during the period November 20, 2011 continuing through and including April 2, 2018, whose names are reflected on Exhibit 3 of the Agreement.

6. No Class Members opted out of the Settlement.

7. No Class Members objected to the terms of the Settlement.

8. Plaintiffs and the Settlement Class Members are bound by this Final Judgment and by the Settlement embodied therein, including the releases provided for in the Settlement and this Final Judgment. As of the Effective Date of this Settlement, by operation of the entry of this Final Judgment, each Settlement Class Member, including Plaintiffs, shall be deemed to have, on behalf of themselves
and their heirs, executors, administrators, and assigns, fully released, forever discharged, and covenanted
not to sue Defendants and all other Released Parties, and each of them, from any and all Released
Claims. As defined in the Agreement, “Released Parties” collectively means: (i) Defendants; (ii)
Defendants’ respective past, present and future parents, subsidiaries and affiliates, predecessors,
successors and assigns; (iii) the past present and future shareholders, members, directors, owners,
officers, agents, representatives, employees and the predecessors, successors and assigns of any of the
foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing with
respect to the Released Claims. As defined in the Agreement, “Released Claims” means all claims and
causes of action that have been asserted, or that could have been asserted, based on or arising from the
facts or allegations pleaded in the Complaint, First Amended Complaint, and Second Amended
Complaint, filed by Plaintiffs in the Litigation, whether in an individual or representative capacity,
including all wage and hour claims, claims for minimum wages and other unpaid wages, overtime, other
compensation, off-the-clock work, failure to provide meal periods, failure to authorize or permit rest
periods, wage statement violations, failure to provide pay stubs, record-keeping violations,
unreimbursed business expenses, uniforms, mileage, travel expenses, deductions from pay checks,
claims under the Private Attorneys General Act of 2004, waiting time penalties, wage theft, conversion,
interest, damages, penalties, liquidated damages, restitution, other equitable relief, and attorneys’ fees
and costs, and the related provisions of the California Labor Code (including California Labor Code
Sections 201-204, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 510, 512, 515, 558, 1174,
1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 et seq.), California Business & Professions Code
Sections §§ 17200 et seq., and California Code of Civil Procedure § 1021.5. The Released Claims thus
include claims that have been pleaded or that could have been asserted by the Settlement Class Members
based on the facts or allegations set forth in the Complaint, First Amended Complaint, and Second
Amended Complaint, filed by Plaintiffs in the Litigation, including claims against the Release Parties
under state or local wage and hour laws, ordinances, or regulations, including claims under the
California Labor Code, Wage Order Nos. 5-2001 and 10-2001, the Private Attorneys General Act of
2004, the California Civil Code, and the California Business & Professions Code, for relief of any nature
arising during the Class Period. With respect to the Settlement Class Members who cash their settlement
check, the Released Claims shall also include any and all claims under the Fair Labor Standards Act, including without limitation, claims under 29 U.S.C. §§ 206, 207 and 216, or that could have been asserted based on the facts alleged in the lawsuit under federal law that arise from the allegations pled in this lawsuit.

9. Upon entry of this Judgment, compensation to the participating members of the Settlement Class shall be effected pursuant to the terms of the Settlement.

10. In addition to any recovery that Plaintiffs may receive under the Settlement, and in recognition of the Plaintiffs’ efforts on behalf of the Settlement Class, the Court hereby approves the payment of an incentive award to Plaintiff Jose Moya in the amount of $10,000.00 and the payment of an incentive award to Plaintiff Alejandro Martinez in the amount of $10,000.00.

11. The Court approves the payment of attorneys’ fees to Class Counsel in the sum of $240,000.00. The apportionment of attorneys’ fees is as follows: $120,300.00 to Briana Kim, PC and $120,000.00 to Law Office of Jonathan Ricasa.

12. The Court approves the reimbursement of litigation expenses in the sum of $23,800.27. The apportionment of litigation expenses is as follows: $12,885.22 to Briana Kim, PC and $10,915.05 to Law Office of Jonathan Ricasa.

13. The Court approves a payment of $12,000, representing any and all allegedly applicable civil penalties under the Private Attorneys General Act of 2004, $9,000.00 of which will be paid to California’s Labor & Workforce Development Agency from the Settlement Fund, with the remaining $3,000 to be included within the Net Settlement Fund for distribution to the Settlement Class Members.

14. The Court approves and orders payment in the amount of $8,039.00 to Phoenix Settlement Administrators for performance of its settlement claims administration services.

15. Any unclaimed funds in the Settlement Administrator’s account as a result of the failure to timely cash Individual Settlement Payment checks shall be directed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law.

16. Notice of this Judgment shall be given to the Class by posting this Judgment on the Settlement Administrator’s website.
17. Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties, including all Settlement Class Members, for purposes of enforcing the terms of the Judgment entered herein.

18. This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

MAY 14 2019

Dated: ____________________________

AMY D. HOGUE, JUDGE

Judge of the Superior Court
PROOF OF SERVICE

I am attorney for the plaintiffs herein, over the age of eighteen years, and not a party to the within action. My business address is Law Office of Jonathan Ricasa, 15760 Ventura Boulevard, Suite 700 Encino, California 91436. On May 1, 2019, I served the within documents: [PROPOSED] JUDGMENT.

I caused a true and correct copy of the foregoing document(s) to be sent to the parties listed on the Electronic Service List maintained by CaseHomePage based on a court order.

I caused such to be delivered by e-mail to:

N/a.

I am readily familiar with the Firm’s practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

N/a.

I declare under penalty of perjury that the above is true and correct. Executed on May 1, 2019, at Encino, California.

[Signature]

Jonathan Ricasa
PROOF OF SERVICE

I am attorney for the plaintiffs herein, over the age of eighteen years, and not a party to the within action. My business address is Law Office of Jonathan Ricasa, 15760 Ventura Boulevard, Suite 700 Encino, California 91436. On May 20, 2019, I served the within documents: NOTICE OF ENTRY OF JUDGMENT OR ORDER.

I caused a true and correct copy of the foregoing document(s) to be sent to the parties listed on the Electronic Service List maintained by CaseHomePage based on a court order.

I caused such to be delivered by e-mail to:

N/a.

I am readily familiar with the Firm’s practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

N/a.

I declare under penalty of perjury that the above is true and correct. Executed on May 20, 2019, at Encino, California.

Jonathan Ricasa
About Us

With 18 years in service and nearly a billion transactions under our belt, the ZPass system is the amusement industry’s most advanced, proven, and trusted cashless event management system.

In 2018 the ZPass, LLC Company was founded. The company acquired the rights to re-brand, market, and further develop the system known as Funcards. For over 18 years the Funcard system has been used to manage hundreds of events all over the United States. Over those years, it has become known as one of the amusement industries most trusted event management solutions.

“We are committed to maintaining the same level of integrity and stability Funcards has been known for while at the same time taking the product to a whole new level.”

Chris McNabb
President
ZPass, LLC
REQUEST FOR PROPOSALS (RFP)

RFP No. 18-02

RFID Solution/System for a Ticketless Midway and Cashless Games
At
The San Diego County Fair

Contact Person: Mike Ceragloli - State Contracts Manager
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
T: (858) 792-4263
F: (858) 794-1043
E: mceragloli@sdfair.com

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

Date Issued: 1/26/18
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Attached:

- Exhibit A – Midway Fun Zone (Ariel Photo West of Grandstand)
- Exhibit B – Kids Fun Zone (Ariel Photo Infield of Racetrack)
- (Sample) Standard Agreement
SECTION 1.0

DEFINITIONS & TENTATIVE RFP SCHEDULE

1.1 DEFINITIONS

RFP Request for Proposals

Proposer/Contractor The individual, company, organization, or business entity submitting the proposal in response to the Request for Proposals.

State or 22nd DAA Refers to the 22nd District Agricultural Association, which administers the Del Mar Fairgrounds/San Diego County Fair and is an agency of the State of California; the 22nd District Agricultural Association is not a local government agency.

F & E Refers to the Division of Fairs and Expositions, which is a division of the Department of Food and Agriculture, an agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F & E is located at:

1220 N Street
Sacramento, CA 95814

DGS Refers to the Department of General Services, State of California, located at:
707 Third Street 2nd Floor
Sacramento, CA 95605
Attention: Legal Office

Committee Evaluation and selection committee chosen by the State to review, evaluate and score proposals received.

Proposal Refers generally to a proposal submitted by a Proposer to the 22nd DAA in response to this RFP.

Responsive Only those Proposals that, are timely, meet the proper format required for submittal, provide the required information and are pursuant to the criteria outlined in the RFP will be considered "responsive".

Technical Section The experience and qualifications, technical presentation, proposed personnel, and/or management and work plan portion of the proposal

Financial Section The cost/price portion of the proposal, as detailed in the "Financial Proposal" form.
1.2 TENTATIVE RFP SCHEDULE

RFP Release date

January 26, 2018

Requests for Additional Information are due by

February 7, 2018  5:00pm

Final Date for Proposal Submission at the State's
Contracts Department located in the
22nd DAA Administration Building.

February 20, 2018  5:00pm

Technical proposals will be reviewed and evaluated the week of
This includes, but is not limited to, the verification of the Proposer's
Small Business Status, DVBE requirements (if applicable),
and submitted references

February 26, 2018

Interview(s), if necessary, are anticipated the week of

Interview(s), if necessary, are anticipated the week of

February 26, 2018

Anticipated date Financial Proposals will be opened for
review and evaluation

March 1, 2018

Notice of Proposed Award

March 2, 2018

Last Day to Protest Award

March 9, 2018  5:00pm

Proposed Contract Award Submitted to the 22nd DAA
Board of Directors for Approval

March 13, 2018

Proposed Contract Commences

March 23, 2018

(All above dates and times are subject to change)

The State, in its sole and absolute discretion, may re-advertise, postpone or cancel the RFP at any
time before the 22nd DAA's Board of Directors approves a contract awarded during the RFP process.
The State, in its sole and absolute discretion, may decide whether or not an award shall ever be made
as a result of this RFP.
SECTION 2.0

GENERAL INFORMATION

PROPOSAL INSTRUCTIONS AND PROVISIONS

The 22nd DAA is releasing this RFP with the intent to award a contract to an individual or entity to provide the 22nd DAA with a complete wireless RFID based solution/system to operate a ticketless midway and cashless gaming for the duration of the San Diego County Fair in accordance with the specifications listed in this RFP and as directed by State Management. The contract term shall be for one (1) year and four one (1) year options to renew. Annual certification of satisfactory performance may be required. The exercising of contractual options to renew will be made at the sole and absolute discretion of the State.

The State may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items herein, and waive any irregularities or technicalities. The State may re-advertise this RFP; postpone or cancel it, at any time, during 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 State. The State reserves the right to award one or more contracts, or a part of a contract, on the proposals submitted, either by award of all or some work to one Proposer, or by award of separate pieces of work or groups of work to various Proposers, or to make an award without the consideration of option or renewal years, as the interests of State may require.

Any contract resulting from this RFP will be awarded to the responsive, responsible, qualified Proposer(s) whose proposal(s), as determined by the State, best meets the requirements set forth in this RFP including the Statement/Scope of Work to be performed described in (Section 3.0) and the Mandatory Format and Content Requirements (Section 6.0). The State uses a selection process in which proposals contain both financial and qualitative components, and the notice of intent to award is based on a combination of financial and qualitative considerations. Qualitative considerations may include, but are not necessarily limited to: experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based on consideration of a combination of technical and price factors to determine (or derive) the proposal deemed most advantageous and of the greatest value to the State.

2.1 HISTORY AND GENERAL BACKGROUND INFORMATION

The Del Mar Fairgrounds is a 400 acre multi-use entertainment, exhibit and horse racing facility consisting 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 100,000 square foot satellite wagering facility, a 550-seat theater, a one-mile dirt/turf surface racetrack, 1,800 permanent stalls at Del Mar Horsepark, a 64-acre equestrian facility, and in addition a recreational facility, including a driving range, miniature golf course, tennis club, golf retail pro-shop and RV park.

The 22nd DAA, an agency within the California State Department of Food & Agriculture, is the governing body that oversees the Del Mar Fairgrounds/Racetrack, as well as the Horsepark Equestrian facilities and the Surf & Turf tennis and golf facility. There are thirteen departments within the organization, consisting of administration, box office, concessions, equestrian, events, exhibits, finance, human resources, marketing, operations, satellite wagering, security, and telecommunications.

The State organizes and promotes three annual events:

The Del Mar National Horse Show - April & May
The San Diego County Fair - June & July

Page 3
The San Diego County Fair is the sixth-largest fair in North America, the largest of all fairs within the California State system, and the largest special event in San Diego County, attracting more than 1.5 million visitors per year. The carnival platform is an independent midway with approximately 40 owners who supply more than 80 carnival rides and more than 60 carnival games. Ride revenue is just over $10 million dollars per year. The San Diego County Fair takes place every summer during the months of June and July and traditionally is open for 20 to 26 days each year.

In addition, the 22nd DAA hosts more than 300 events per year. These events include consumer shows, holiday parties, meetings, weddings, seminars, concerts, dances, horse shows and various sporting events including motorcycle races. The Del Mar Thoroughbred Club, through an operating agreement with the 22nd DAA, presents seven weeks of live thoroughbred horse racing during the summer meet and four weeks during the fall meet at the world famous Del Mar Racetrack.

The total attendance for all events at the Del Mar Fairgrounds is approximately 3 to 4 million attendees per year.

2.2 PROPOSER RESPONSIBILITY

Read the RFP documents very carefully, as the State shall not be responsible for errors and omissions on the part of the Proposer. Also, carefully review all final documents before submission to the 22nd DAA, as the Committee may not make interpretations 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 State's objectives; and (iii) the Proposer is capable of meeting the administrative compliance requirements in preparation of the proposal.

2.3 RESULTING CONTRACT

If an award is made following the RFP process, any Agreement between the successful Proposer(s) and the 22nd is not valid or enforceable unless and until that Agreement is approved by the 22nd DAA Board of Directors. The resulting contract between the State and the successful Proposer(s) shall incorporate the following documents:

A. The attached sample Standard Agreement; the RFP General Provisions including Contract Terms and Conditions; Payee Data Record; Contractor Certification Clauses; General Contract Terms and Conditions, and Insurance Requirements.

B. The Scope/Statement of Work and/or Work Requirements set forth in RFP (No. 18-02).

C. Addenda to the Invitation for RFP (No. 18-02).

D. The 22nd DAA's response to written questions and clarifications to the RFP (No. 18-02).

2.4 INTERVIEWS

During the evaluation period, the 22nd DAA may interview some or all of the Proposers. The State has tentatively identified the week of February 26, 2018, to conduct interviews. All Proposers are asked to keep these dates available. No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview on these dates, its proposal may be eliminated from further evaluation or scored negatively. The interview may consist of a short presentation by the Proposer and or the evaluation committee will ask questions related to the firm’s technical proposal and qualifications.
2.5. REQUESTS FOR ADDITIONAL INFORMATION

In the opinion of the State, this RFP is complete and without need of explanation. However, if you have questions, including any questions that may have already been orally addressed at a pre-proposal conference or require any clarifying or additional information, these additional questions or requests for information must be submitted in writing. Requests must be clearly labeled, "Written Request for Information re RFP No 18-02." All requests must provide sufficient information in order to make a decision based upon the initial submittals. The State's response, if any, will be based upon this information and will be publicly disseminated. Inadequate information will cause your written request for information to be denied. Written requests for information may be submitted by facsimile, mail, courier and preferably by email to the Contracts Manager, no later than 5:00pm, February 7, 2018. The identity of the Proposer submitting the written request(s) for information will not be revealed. If requests result in significant changes to the RFP, an addendum will be issued.

2.6 CHANGES TO THE RFP (ADDENDA)

Prior to award of a contract, the General Provisions, Statement/Scope of Work, Addenda, and all forms and documents of this RFP constitute the potential contract. Any requests to change any of these documents must be submitted according to the instructions "Written Request for Additional Information." All changes to this RFP will be made by written addendum. There will be no oral changes. Oral communications are not binding.

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

Important: It is the Proposer's 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.

Acknowledgment of all addenda must be noted on the Financial Form in the space provided.

The State reserves the right to change or cancel the RFP opening date for its own convenience and at its sole and absolute discretion.

2.7 CONTACT PERSON FOR INFORMATION AND DELIVERY OF PROPOSALS

Sealed proposals must be physically received prior to the due date and time stipulated, by the 22nd DAAD, at its administrative offices, located at 2260 Jimmy Durante Boulevard Del Mar, California 92014. Failure to meet these requirements will result in a non-responsive proposal. Faxes and emails will not be accepted. The Proposer is solely responsible for ensuring that the complete proposal is received by the State in accordance with the RFP requirements. The State shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or any other misdelivery.

Proposals must meet the following format requirements to be deemed responsive and eligible for the State consideration:

- One sealed package labeled with the Proposer's name, the RFP number and titled "Technical Proposal," containing one (1) original and five (5) copies of Proposer's technical submittal including but not limited to: the Proposer's qualifications, references, required certificates and forms, and all other technical requirements required in this RFP (for additional details, see Sections 5.4.1 and 6.0.)
• One sealed package labeled with the Proposer’s name, the RFP number and titled “Financial Proposal,” containing one (1) original and five (5) copies of the Financial Proposal Form and any other financial or cost information required in this RFP.

• Both sealed packages must be placed in a third package with the Proposer’s name on the outside and addressed as follows:

RFP #18-02 RFID Solution/System for a Ticketless Midway and Cashless Games at the San Diego County Fair
Mike Ceragioli - State Contracts Manager
22nd District Agricultural Association
Administration Building
2260 Jimmy Durante Boulevard
Del Mar, CA  92014-2216

P: (858)792-4263
F: (858)794-1043
E: mceraiglio@sdfair.com

2.8 CONTRACT AWARD

Each Proposer’s experience and qualifications, technical approach, quality of proposed personnel, and/or management plan will be evaluated and scored by the Committee utilizing the scoring process described in Section 5.0. The financial proposal from each qualified, responsive proposal will be opened, small business preference given where applicable, and a score will be calculated. The award selection is based upon consideration of a combination of technical and price factors to determine (or derive) the offer deemed most advantageous and of the greatest value to the State.

If a contract is awarded, it shall be granted to the responsive, responsible, qualified Proposer with the highest scored proposal. (See Section 5.0 for further details). The State will post a Notice of Proposed Award at the State’s Contracts office for five (5) working days before a Contract is awarded. In addition, a copy of the Notice of Proposed Award will be mailed to each Proposer.

A contract award is not final until:

• the time for protesting the Notice of Proposed Award has expired, and/or;
• protests filed, if any, have been withdrawn or rejected by the 22nd DAA; and
• the proposed award has been approved by the 22nd DAA Board of Directors; and
• if necessary, the proposed award has been approved by the California Department of Food & Agriculture and/or DGS.

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

The State 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, or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals.

Proposals received by the State are considered public information, and will be made available upon request after the State issues a notice of intent to award.

Proposals submitted are not to be copyrighted.
The State reserves the right to modify the RFP process or schedule and postpone proposal openings for its own convenience via a written addendum.

It is the State's intention to award a contract that includes all requirements under this RFP to one Proposer, but reserves the right to apportion those requirements among two or more Proposers as the State may deem to be in its best interest.

The State may, at its sole and absolute discretion, reject any or all parts of the proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP. 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 State.

2.9 SMALL BUSINESS PREFERENCE

State law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract 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 with certified SB/MB (s), see Section 6.2 of this RFP for instructions regarding documentation to be submitted with your proposal in order to receive the preference.

Certification Application

To apply for Small Business Certification, go online to www.pd.dgs.ca.gov/smbus/getcertified.htm. To receive your hard copy form by mail, email osdchepl@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 percent preference eligibility. For more information, email osdchepl@dgs.ca.gov or call (916) 375-4940.

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

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

2.10 PROPOSER/CONTRACTOR STATUS FORM

All Proposers must complete, sign and submit this form in response to the RFP. Failure to comply with this requirement will deem the Proposer non-responsive. The State 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 (i.e., corporate officer status), and a copy of the corporate
resolution authorizing the signing of the form must be attached. If the Proposer is a partnership, the signing partner must indicate whether that partner is a limited or general partner.

2.11 DUBE REQUIREMENTS - FOR CONTRACTS TOTALING OVER $10,000

The 22nd DAA elects to waive both the DUBE program requirement and incentive for this solicitation. No DUBE requirement is made for this solicitation.

2.12 INSURANCE

A copy of Proposer’s current insurance certificate must be included with their proposal. The Proposer awarded the contract shall provide an original Certificate of Insurance including $1,000,000.00 in commercial general liability, evidence of automobile liability coverage, and, if Proposer has employees, Workers’ Compensation coverage, in a form and manner acceptable to the State before execution of the contract to be let pursuant to this RFP. See Section 2.23, K for more details pertaining to insurance requirements.

The certificate 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;
- A commitment by the insured to provide a 30-day cancellation notice;
- An endorsement stating this insurance is primary and noncontributory with the State (22nd District Agricultural Association), 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 California Department of Finance, the California Department of General Services, the California Department of Food and Agriculture, and their respective agents, directors, officers, servants, and employees, are made additional insured’s, but only insofar as the operations under this contract are concerned."

- The Proposer awarded the contract must provide proof of Worker’s Compensation Insurance as required by law.

- The Proposer’s insurance coverage, as required under this Section, must include coverage for the duration of the Agreement resulting from the RFP process and must include "all risks" insurance coverage for loss of income, business interruption and other insurance covering merchandise and all types of equipment and property located in or on the Del Mar Fairgrounds. Such insurance shall include the personal property of its employees and agents. The Proposer shall require the same coverage for all subsidiaries, employees, agents and subcontractors. The personal property coverage shall include, but not be limited to, motor vehicles, whether licensed or unlicensed, and mobile equipment, whether licensed or unlicensed.

A copy of Proposer’s current insurance policy confirming all coverages identified in this Section 2.12 must be included with the proposal. Non-compliance with this requirement will be cause for rejection of the proposal.
2.13 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in: (1) preparing the proposal in response to this RFP No. 18-02; (2) submission of said proposal to the State; (3) negotiating any matter related to this proposal; and (4) any other expenses incurred by Proposer prior to date of award.

The State shall not, under any circumstance whatsoever, be liable for any expenses incurred by any Proposer prior to 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 his RFP.

2.14 SIGNATURE

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

2.15 PRE-AWARD AUDIT

Prior to contract award, the selected Proposer may be required to undergo an audit of its proposed costs and prices. The State will conduct the audit for the purpose of determining whether the Proposer's prices are fair and reasonable.

2.16 SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by the State to be acceptable, additional detailed costs or financial data may be requested of the single Proposer. A cost or financial analysis, possibly including an audit, may be performed by or for the State of the financial proposal in order to determine if the proposal is fair and reasonable. The Proposer has agreed 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 State 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 State to accept such a single proposal; and the State may reject such proposal in its sole and absolute discretion.

2.17 JOINT OFFERS

Where two Proposers desire 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. The State intends to contract with a single Contractor and not with multiple Contractors doing business 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 NON-ASSIGNMENT

Any attempt by the Proposer 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 State's prior written consent; which consent may be granted or withheld in the State'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 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.

2.21 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 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."

Prospective Proposers are strongly encouraged 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).
2.23 STANDARD CONTRACT TERMS AND CONDITIONS

In addition to the "Statement/Scope of Work" in Section 3.0, the following terms and conditions shall become part of the contract awarded to the successful Proposer. These terms and conditions are required by the State and are non-negotiable.

A. Approval
This Agreement is of no force or effect until duly accepted and signed by both parties and approved by the 22nd DAA Board of Directors, if required. Contractor may not commence performance until such approval has been obtained. Contractor shall not commence performance until such approval has been obtained.

B. Indemnification
To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds, and their respective agents, directors, and employees (collectively the "State") from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney's 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 State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

C. 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. In no way does this Agreement create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.

D. Site Access
The State will allow Contractor access to the 22nd DAA's property as needed to perform. If access is required during annual San Diego County Fair or thoroughbred Horse Racing Season, the State will provide necessary admission and parking credentials for the employees performing work and or in services of the contract.

E. Contractor's Vehicles, Equipment and Materials
All vehicles, equipment and materials required to perform shall be provided by the Contractor. All vehicles, equipment and materials when appropriate, will be clearly marked in a professional manner with Contractor's company name and/or logo. All vehicles and equipment must be maintained and clean in appearance at all times. Vehicles and equipment shall be maintained in safe, proper operating condition with all guards in place. No equipment shall be left unattended. The State will not be held responsible for lost, damaged or stolen vehicles and equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on 22nd DAA property. If the Contractor finds it necessary to provide utility cart(s) for employee(s), to facilitate or complete the Scope of Work. Carts must be approved in advance by the State for
use. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver’s license and be 18 years of age or older.

The security of all Contractor vehicles, equipment and materials is the responsibility of the Contractor. As much as possible they should be secured by the contractor to prevent theft or damage. While the State provides onsite security personnel, the equipment brought on State property by the Contractor is at the risk of the Contractor. The State does not take responsibility for loss, theft, damage, vandalism, or act of nature to Contractors vehicles, equipment or materials.

F. Potential Subcontractors
Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State 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 State 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 State’s obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

G. Subcontracting
Subcontracting of efforts involving labor, materials and/or services described in the statement of work or specification is not allowed without clearly identifying the subcontractor(s) and the work, task, labor or deliverable they are performing in the proposal or bid.

Nothing contained in this RFP or any resulting agreement or otherwise, shall create any contractual relation between the State 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 State 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 State’s obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

H. Travel, Transportation and Accommodations
Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations needed to perform services/work or deliverables described in the statement of work or specification.

I. 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 22nd DAA 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 State, if it is determined that such appearance, conduct, or demeanor is detrimental to State’s operations. Contractor agrees to remove such person or agent from operations arising out of this contract. Determination by State 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 State to Contractor or its employees.
J. **Nonexclusively**
Contractor understands and agrees that this is a nonexclusive Agreement. State may hire other contractors for work of a similar or identical nature.

K. **Insurance Requirements**

**Delivery** - Certificate(s) of Insurance and any Additional Insured Endorsements for General Liability, Automobile Liability, and Workers' Compensation, must be submitted directly by the Contractor's insurance carrier pursuant to the requirements herein detailed at least ten (10) days prior to commencement services or occupation of premise, and covering the entire Term of this Agreement. Certificates of insurance and additional insured endorsements are subject to the approval of the State, and Contractor agrees that no work or services shall be performed, prior to such approval. Only originals, without ink or white-out changes, will be accepted.

**Primary Coverage** - It is the intent of the parties that Contractor's insurance coverage shall be primary and noncontributory and that any separate coverage available to the State of California, 22nd District Agricultural Association and other additional Insured(s) shall be secondary.

**General Liability Insurance:** Contractor shall secure and maintain at its own expense, during the entire term of this Agreement, a minimum of **one million dollars ($1,000,000)** combined single-limit commercial general liability insurance covering the Contractor, its employees, agents, and subsidiaries, for claims for damages for bodily injury, broad form property damage, and personal injury. Coverage shall include blanket contractual insurance and such coverage shall make express reference to the Contractor's hold-harmless provision in Paragraph 2 above, and must also include coverage for products and losses related to independent contractors and equipment.

The following endorsement regarding additional insured must be included the general liability certificate:

> "The State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their respective agents, directors, officers, servants, and employees are made additional insureds but only insofar as the operations under this Agreement are concerned."

In addition to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the State, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their agents, directors, officers, servants, and employees are made additional insureds on Contractor’s general liability policy, and automobile liability policy.

**Automobile Liability Insurance:** Contractor shall secure and maintain at its own expense during the Term of this Agreement Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto), or any successor ISO policy form, with limits of not less than $1,000,000 combined single limit per accident for contracts involving the use of Lessee's vehicles (autos, trucks, or other licensed vehicles) on the Premises or any portion of the fairgrounds.

**Workers' Compensation Insurance:** Contractor either (1) shall be a qualified self-insurer pursuant to the requirements of the California Labor Code Contractor or (2) shall secure and maintain at its own expense during the Term of this Agreement Workers' Compensation insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage, in a minimum sum of **one million dollars ($1,000,000)** with a waiver of subrogation, with either the State Compensation Insurance Fund or a licensed
carrier, and Contractor affirms to comply with such provisions before commencing that performance of the work of this Agreement.

**All Risks Insurance:** Contractor shall secure and maintain at its own expense during the term of the Agreement adequate "all risks" insurance coverage for loss of income, business interruption and other insurance covering merchandise and all types of equipment and property located in or on the Del Mar Fairgrounds. Such insurance shall include the personal property of its employees and agents: Contractor shall require the same coverage for all subsidiaries, employees, agents and subcontractors. Such personal property coverage shall include, but not be limited to, motor vehicles, whether licensed or unlicensed, and mobile equipment, whether licensed or unlicensed.

**Maintenance of Coverage** - Contractor agrees that any insurance coverage(s) herein provided shall be in effect at all times during the Term of this Agreement. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the Term of this Agreement, Contractor agrees to provide the State at least consistent with the provision of this Agreement, prior to any expiration date or upon cancellation, a new certificate of insurance evidencing insurance coverage as provided for in this Agreement for a term not less than the remainder of the Term, or for a period of not less than one (1) year. If at any time during the Term of this Agreement, Contractor fails to maintain and keep in effect insurance coverage(s) as herein provided, the State may, at State's option and in addition to all other remedies available, do one of the following: (1) declare a material breach of this Agreement by the Contractor and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Contractor, until notice is received by State that such insurance requirements have been restored or replaced in full force and effect that the premiums therefore have been paid to cover a period of time satisfactory to District; or (3) obtain such insurance and deduct premiums due for same from any sums due or which become due to Contractor under this Agreement. No action taken by State pursuant to this paragraph shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fails to maintain and keep in effect insurance coverage(s)" shall include, but is not limited to, notification received by State that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

**Contractor's Responsibility** - In no event is State responsible for the payment of premiums or deductibles of any required coverage's. Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the State from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to Contractor's indemnity obligations.

**Certified Copies of Policies** - Upon request by the State, the Contractor shall immediately furnish a complete copy of any policy required by this provision, including all endorsements, certified by the insurance company issuing the policy to be a true and correct copy of the original policy.

**L. 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 State 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 State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

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

N. Evaluation of Contractor Performance
Contractor will be evaluated on their performance and deliverables, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the State and its customers. Contractor shall work with State's staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the State. Poor performance may cause a Contractor to be disqualified from potential future contracting opportunities.

O. 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 State Contract's Manager, or other normally responsible for the administration of this contract, shall be brought to the attention of the State'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 22nd DAA Contracts Manager and Chief Executive Officer within ten (10) days upon failure to informally dispose of such a dispute. The decision of State's Chief Executive Officer shall be final.

P. Conflict in Terms & Conditions
Where the terms of this Agreement or 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 State's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

Q. Termination
The State reserves the sole and absolute 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 State of any further payments, obligations, and/or performances required in the terms of the contract.

R. Invoices and Payment
To receive payment, the contractor must be awarded a legitimate State purchase order or contract. The contract and associated forms must be properly executed, signed and counter signed, evidence of required insurance must be provided and the service(s) rendered and or the deliverable(s) provided as per the terms and conditions of the contract. The Contractor must then submit an Invoice(s), all invoices must contain Contractor's invoice number, State issued Purchase Order (PO) number or Contract Number, a detailed description of the services or deliverables.
rendered, quantities, pricing, taxes and other costs or fees. In some cases, approvals and or acceptance by State personnel may also be required. Contractor shall send invoices and all supporting documentation to:

22nd District Agricultural Association  
Attn: Accounts Payable  
2260 Jimmy Durante Blvd.  
Del Mar, CA 92014-2216

Upon contract award and throughout the duration of the contract, the Contractor shall work with the State to ensure the contract and invoicing requirements are continually met. Failure to properly complete, execute or submit any documents or requirements described above will prevent or delay payment. It is the Contractors responsibility to insure all contract and invoicing requirements are met. Payments to the Contractor will be made by the 22nd DAA per the payment terms of the contract or within 30 days upon satisfactory receipt of proper invoice.

S. Excise Tax  
The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State 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.

T. 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.

U. Contract Amendments After Award  
As provided in the Public Contract Code governing contracts awarded by competitive solicitation, the State/22nd DAA reserves the right to amend the Contract after the State/22nd DAA makes a Contract award. Including but not limited to Public Contract Code 10250-10252.

V. Ban  
The mass release of helium balloons is strictly prohibited.

W. Drones  
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 22nd District Agricultural Association ("22nd DAA") is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the 22nd DAA. 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 22nd DAA property may, in the discretion of the 22nd DAA, be revoked for any person[s] in violation of this policy.

X. California Franchise Tax Board  
Contractor may be subject to State withholding by the Franchise Tax Board.
SECTION 3.0

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 language; terms and conditions that shall be incorporated and will become a part of any contract awarded pursuant to this RFP.

3.1 INTRODUCTION

The State is seeking to rent from a qualified individual or entity a complete wireless RFID based ticketless and cashless solution/system for the duration of San Diego County Fair Independent Midway (In 2018, the San Diego County Fair will be open for 26 days – from June 1, 2018 through July 4, 2018.) Note that the number of days and the dates of operation of the San Diego County Fair can vary from year to year. This system would replace the use of paper tickets that are purchased and redeemed by patrons for carnival rides and replace the use of cash for carnival game play. Users of this system would load credits or digital tickets onto an RFID equipped device (i.e. wristband, card, etc.) that would then be scanned for redemption by the operators at the carnival rides and the carnival games at the San Diego County Fair. The State is only interested in receiving proposals for the rental of a complete system. Proposals that require the State to purchase software, equipment or unused RFID devices or require the State to share or split any revenue with the Proposer will be found non-responsive to the RFP and removed from consideration in their entirety.

3.2 MINIMUM QUALIFICATION REQUIREMENTS (Pass or Fail)

All Proposers must submit evidence of the following:

A. Proposer has demonstrated the ability to meet the insurance requirements described in this RFP, including but not limited to Section 2.23 K (Standard Contract Terms and Conditions). Proof of ability to meet these insurance requirements must be attached to your proposal. (P/F)

B. All Licenses required to conduct business in the State of California. (P/F)

C. A detailed description of at least two (2) projects or events that demonstrate relevant experience of a similar size and scope as the San Diego County Fair's Independent Midway and Carnival Ride operation. Experience is relevant if it falls within a category described in the Scope of Work. Please include a list of events that meet these criteria.

D. Provide at least two (2) letters of reference. References letters should be from the last year or written during the two years preceding the date of this RFP. (P/F)

E. Proposer has demonstrated previous experience working for or with State or County fairs, District Agricultural Associations, amusement parks or entertainment venues containing rides and concessions. (P/F)

3.3 STATEMENT/SCOPE OF WORK

The Proposer awarded this contract shall be required rent to the 22nd DAA all of the equipment required to create and maintain a wireless RFID based cashless and ticketless midway and gaming solution and provide any related services needed to install and maintain the solution to the satisfaction of, and as directed by, State Management for the duration of the San Diego County Fair. The San Diego County Fair Midway consists of two (2) separate locations. (See Exhibits A and B Midway Aerial Maps) One location west of the Grandstand and the second location in the infield of the race track. The
footprints of both locations are generally the same but can vary to a degree. The layout and quantity of rides, games, POS booths, and kiosk etc. is not static and will generally change each year. The system must have the flexibility to adapt to these annual changes and or expand to other locations or uses. The proposal must include pre-fair set-up and testing of the system and post-fair teardown of the system. The successful Proposer will be required to meet with State Management annually prior to the Fair to address the midway requirements. The successful Proposer may begin the set-up and testing of the system on May 1, 2018. The system must be fully tested and operational by May 25, 2018. The teardown of the system may begin on July 5, 2018 and must be completed by July 7, 2018. These dates could very slightly each year but are generally committed to the scheduling of the Fair.

The Full Service wireless RFID based cashless event management solution must include:

A. A secure wireless network with redundancies to ensure continuous service at all times of midway operation. It must encompass the entire midway without any connectivity faults and include 24-7 system support and maintenance to ensure continuous operation.

B. The rental of a POS system for a minimum of 28 sellers (to be operated in 22nd DAA ticket booths) that includes integrated credit and debit card capabilities meeting all state, local and governmental regulations. Ticket booth locations and quantities are subject change annually. The POS system must (i) be capable of accepting, and configured to accept, all major credit/debit cards, cash and bar coded vouchers; (ii) have the ability to activate a blank RFID device or load a functioning device with additional credits/tickets according to purchase; (iii) include a secure user I.D. system; and (iv) be able to read balance and use history. Ready to use replacements for POS stations are highly desired for back-up. The POS System must meet payment application credit card merchant data security standards.

C. The system must use the 22nd DAA’s credit card processing merchant system. Proposals that do not utilize the 22nd DAA’s credit card processing merchant system will receive a mandatory ten (10) point deduction from their technical score.

D. The rental of 40 or more self-serve wireless POS kiosks capable of (i) reloading devices; ability to accept cash and credit/debit cards; touch screens; customizable with secure enclosures. The specific location and quantity of kiosks may vary each year. Ready to use replacement POS kiosks are highly desired for back-up.

E. The rental of 350 or more wireless scanners for approximately 82 rides and 60 games. The exact quantities of rides and games can vary each Fair. Scanners must be robust, durable, have customizable settings and redemption capabilities, and battery backup. Ready to use replacement scanners are highly desired for back-up.

F. RFID removable, reusable, customizable devices from which credits are debited from or loaded onto; if the RFID device is not preloaded with credits at the time the device is provided to the customer, the customer must have the ability to pre-load the device with credits using an accepted form of payment. A variety of wristbands or other devices is desired, including everyday use, pay one price or unlimited ride day use, and a souvenir style “upgrade” for which users can opt to purchase. Samples of these devices must be included with your proposal. The 22nd DAA will only pay for devices that have been used by patrons. Unused devices will be returned to the contractor at no cost to the 22nd DAA.

G. The 22nd DAA must be able to easily retrieve accurate on-line, minute by minute information on all sales at various levels of detail.
H. Contractor must be able to provide barcode recognition for pre-sale items. Barcodes provided by the 22nd DAA will need to be uploaded to the Contractor's system for redemption by the 22nd DAA's customers. Pre-printed vouchers will have Interleave 2 of 5 barcodes and e-vouchers will have Code 128B barcodes.

I. Contractor must have the ability to track onsite and pre-sold items. The system must track the presale value of the voucher or e-vouchers through the barcode provided by the 22nd DAA. The barcoded voucher/e-voucher would be scanned at each point of sale system to void the voucher and exchange for a RFID device based on the purchased value for the customer to use for rides and games.

J. Contractor's system must have the ability to handle extremely heavy walk-up traffic. Contractor should provide documentation of the number of transactions that can be generated per hour, per operator using the listed amount of hardware.

K. A proven reliable and customizable application for both Apple and Android systems is highly desired. Proposals will be accepted without this application but they will be scored lower that Proposals that include this application. Specifically, Proposals that do not include this application will receive a mandatory ten (10) point deduction from their technical score. This proven reliable and customizable application for both Apple and Android systems must include:

- The ability to view balances and usage history;
- The ability to reload RFID removable, reusable and customizable devices with credit;
- The ability to collect e-mail and other data from users for marketing purposes;
- The ability to track spending of users and ability to create a rewards system based on spending; and
- A secure system of collecting customer data that is managed and approved by the State.

L. The following services must be included with the RFID system:

- Complete installation, configuration, and testing of all aspects of the system, including without limitation wireless connectivity prior to the opening of the San Diego County Fair;
- Configure scanners and POS system prior to the event and all maintenance and repair as necessary during the San Diego County Fair;
- 24/7 customer service support team prior to, and throughout the duration of, the San Diego County Fair;
- All training needed for sales and redemption team members prior to opening of the San Diego County Fair;
- All necessary system backup equipment for contingency purposes;
- All real time customizable reports on demand as requested by 22nd DAA management; and
- Final tear down and removal.

M. In 2018, the system will be used on rides and games only, however it is anticipated that the 22nd DAA may expand system use to include food redemption, admission, parking and other items. Proposers shall explain the ability of their system to handle these types of transactions.

N. A robust system back-up with security measures and encryption designed to protect and secure the system's integrity, including the security of 22nd DAA and customer data. A robust security system is necessary to insure the privacy of the 22nd DAA and its customers and to prevent any and all unauthorized access to 22nd DAA and customer data. The sales data captured in this system will belong solely to the 22nd DAA. All access to this data must only be accessible to 22nd DAA authorized staff. Contractor will be prevented from accessing this data.
SECTION 4.0
RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

4.1 ERRORS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer shall immediately notify the State of such error in writing, addressed to the contact person listed on the cover page, and request modification or clarification of this document. Modifications and clarifications, if any, will be made in writing by way of addendum issued pursuant to paragraph 4.2, below.

4.2 ADDENDA

If necessary, the State 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.

4.3 DEFINITIONS

The use of "shall," "must" or "will" indicates a mandatory requirement or condition in this RFP. Failure to comply with such mandatory requirements or conditions may, at the sole and absolute discretion of the State, result in the disqualification of a proposal.

The words "should" or "may" indicate a desirable attribute or condition, but are permissive in nature and may affect the score the proposal receives.

4.4 GROUNDS FOR REJECTION OF PROPOSAL

A proposal shall be rejected if-

- It is received at any time after the exact time and date set for receipt of Proposals, as stated in Part I, paragraph B. The Proposer is solely responsible for ensuring that the full proposal package is received by the State in accordance with the solicitation requirements, prior to the date, time, and place specified. The State shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or misdelivery.

- The Proposer has submitted multiple Proposals in response to this RFP, without formally withdrawing other proposals.

A proposal may be rejected if-

- It is not prepared in accordance with the required format, or all information is not included as required by this RFP.

- It is conditional or has deviations that take material exception to the RFP requirements or, if in the States opinion it fails to consider or address major RFP requirements or sections of the statement work to the degree that it becomes non-compliant.

- 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 State determines, in its sole and absolute discretion, that the information was intended to mislead the State in its
evaluation of the proposal and the attribute, condition, or capability of meeting the requirements of this RFP.

- It is unsigned.

4.5 states right to reject any or all proposals

It is the policy of the State not to solicit proposals unless there is a bona fide intention to award a contract. However, the State reserves the right to reject any or all of the proposals in part or whole; re-advertise this RFP; postpone or cancel this RFP process at any time; or waive any irregularities in this RFP at any time during the process.

4.6 PROTESTS

A Proposer may file a protest against the awarding of the contract. The protest must be filed in writing with the 22nd DAA's Contract and Purchasing Office to the Attention of the State's Contracts Manager. The protest must be received no later than 5:00 p.m. on the fifth working day after notice of proposed award was posted. The written Initial Protest must be physically delivered to the 22nd DAA's Contracts Office 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.

The Initial Protest 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 may, but is not required to, contain the information described in the following Paragraph.

After filing an Initial Protest, the protestant has five calendar days to file a detailed written statement of the protest grounds if, the Initial Protest did not contain the complete grounds for the protest. The detailed written statement must be physically delivered in writing to the 22nd DAA's Contracts Office by 5:00 p.m. no later than five calendar days after the Initial Protest is filed. Emailed and/ or faxed detailed written statements are NOT acceptable and will not be considered. The detailed written protest must contain a complete statement of any and all bases for the protest, including, without limitation, all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. The detailed written protest must refer to the specific portions of all documents which form the basis for the protest.

PLEASE NOTE: Any protest not conforming to above three Paragraphs, inclusive, shall be rejected by the 22nd DAA as invalid. The procedures and time limits set forth in this Section are mandatory and are the Protestant's sole and exclusive remedy in the event of any protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code Claim or judicial or other legal proceedings.

4.7 DISPOSITION OF PROPOSALS

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

All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process and announcement of intent to award, or cancellation of the RFP. If an individual or entity requests copies of these documents, the State will assess a fee to cover duplicating costs. Documents may be returned only at the State's option and at the Proposer's expense. One original and one copy of each Proposer's proposal shall be retained for official State files.
4.8 CONFIDENTIALITY OF PROPOSALS

The State will hold the contents of all proposals in confidence until issuance of the Notice of Proposed Award; once issued and posted, no proposal will be treated as confidential. However, if a Proposer maintains that certain information is proprietary, all proprietary or other legally protected material must be identified at the time of submitting the proposal to retain the claim of confidentiality. Proposers may not identify the entire proposal as confidential or proprietary. If a Proposer identifies their entire proposal as confidential or proprietary it will be considered a conditional proposal and may be rejected by the 22nd DAA, in its sole and absolute discretion, as non-responsive.

The materials submitted may be used by the State to justify the awarding or not awarding of a contract if a protest is filed. The State will not be liable for inadvertently releasing confidential materials, although the State will use the best efforts to prevent the release of said material.

4.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal which is received by the State 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 modify a proposal after the due date and time for receipt of proposals but they may request in writing that the State withdraw their proposal from further contention. In addition, a proposal cannot be "timed" to expire on a specific date. For example, a statement similar to "This proposal and the cost estimate are valid for sixty (60) days," is considered conditional and non-responsive to the RFP.
SECTION 5.0

EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the State's needs as described in this RFP. This section describes the process that the State's Evaluation Committee (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, but is not required to, interview a Proposer for clarification purposes only. The Proposer will not be allowed to ask questions concerning other proposals, but may only respond to clarification questions from the Committee. Proposals cannot be amended by the Proposer after the time and date designated for receipt.

5.1 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 submittal was received by the deadline time and date;
- The RFP's physical format requirements were met; and
- The required forms and documents are present in the submittal.

B. Proposals that meet the submittal format requirements, as stated in the previous paragraph "A," will be submitted to the Committee for evaluation, the Committee will:

- Review of Proposer's qualifications and experience to determine if the minimum requirements have been met;
- Confirm that the information is presented in the format required by the RFP; and
- Confirm that all required documentation is included and correctly executed.

Proposals that do not present the minimum qualifications, the information in the format required, or provide the required documentation shall be rejected as non-responsive.

C. The State reserves the right to verify any references and experience 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 proposal that is deemed responsive and assign points for the quality and completeness, the Proposer's experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. This is conducted by the Committee without influence of price.

E. The Committee may request interview(s) of the Proposer(s) for clarification of proposal(s). Following any interview(s), the proposal(s) may be re-scored.

F. In order to obtain the average technical score for each Proposer, the total points of each reviewer will be added up for each Proposer and the result divided by the number of people on the Committee. Proposers must receive a minimum score of 70%, or 49 points out of 70, on the "Technical Proposal" in order to be considered "qualified." The 22nd DAA will not open or view a Proposer's "Financial Proposal" if that Proposer does not receive a minimum score of 70% (or 49 points out of 70) on the "Technical Proposal."
G. The "Financial Proposal" of all qualified Proposers will then be opened. 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%).

H. Selection of the award is based on the highest score of the responsive, responsible, and qualified proposals, as described in Sections 2.8 and 2.9 of the RFP. Please refer to the Financial Proposal Form for additional information. In the event of a tie, the Contract shall be awarded to the Proposer with the higher score on the Technical Proposal. In the event that there is a tie on Technical Proposal, the tie will be broken by the toss of a coin by the Contracts Manager or designee in the presence of any authorized representative of the proposers.

I. All Proposers will be notified of the results. Notice of the proposed award will be posted for five (5) working days at the State's Contracts Department. During that period of time, a protest may be filed. (See, Section 4.6, supra.)

5.2 SCORING PROCESS AND EVALUATION CRITERIA TO BE SCORED IN EACH SUBMITTED PROPOSAL

Proposers must receive a minimum score of 70%, or 49 points out of 70, on the "Technical Proposal" in order to be considered "qualified." The 22nd DAA will only open and review a Proposer's "Financial Proposal" if that Proposer is considered "qualified" (Proposer receives a minimum score of 70%, or 49 points out of 70, on the "Technical Proposal"). Proposers must provide all information requested herein in order for their proposal to be scored.

5.3 EVALUATION CRITERIA TO BE REVIEWED AND SCORED IN EACH SUBMITTED PROPOSAL

5.3.1 Minimum Qualifications - See Section 3.2 for details (Pass or Fail)

5.3.2 Technical Proposal - Experience, Qualifications & Ability to Perform or Satisfy the State's Requirements (70 points possible)

5.3.3 Financial Proposal - Cost/Price Component (Maximum 30 Points Possible)

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

5.4.1 Technical Proposal (Maximum 70 Points Possible)

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

a. Proposer's Relative Experience and Qualifications - (20 points)

Relative technical experience in RFID solutions/systems of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; and technical competence of any proposed subcontractors. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least two (2) RFID projects completed over the last two (2) years, which are similar to the magnitude and
scope of the RFID solutions/systems to be provided to the 22nd DAA during the San Diego County Fair as stated in this RFP. Evidence that the proposing entity or individual has completed, or demonstrated the experience, competency, capability, and capacity to complete RFID systems, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year — Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

b. **Staffing and Management** - (10 points)

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel's level of involvement in performing related RFID solutions/systems cited in Statement/Scope of Work. Delegation and type of work given to staff and cost effectiveness. Overall quality of personnel, staff, consultants and or subcontractors assigned to the San Diego County Fair RFID System project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the RFID solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in a cost effective manner. Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, the subcontractors, and their assigned tasks in relation to State's RFID system requirements. Include a statement that key personnel proposed will be available 24-7 prior to and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written concurrence of the State.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to State or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.
c. Technical Presentation, Approach, and Work Plan/Narrative - (40 points)

Proposer's depth and understanding of the State's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the RFID system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the State.

Narrative should describe and or discuss:

- how the proposed solution meets all of the requirements stipulated in the scope of work;
- in detail, explain all of the equipment including the proposed RFID devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- proposed organization of work & method is sound and reasonable;
- projected timeline meets or exceeds expectations;
- identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- the process used to establish and maintain the State's data collected or generated while performing the services. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- in detail, explain how your system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- in detail, explain your proven reliable and customizable application for both Apple and Android systems available;
- in detail, explain how presales will be conducted, the fulfillment of vouchers, preloaded RFID devices etc. and who or how the fulfillment will be facilitated;
- in detail, explain your back-up plan should the system experience a complete failure; and
- in detail, explain how you will integrate the 22nd DAA's credit card merchant system. If you don't intend to utilize the 22nd DAA's merchant provide a detailed description and specification of the merchant you are proposing including all fees.

5.4.2 TECHNICAL EVALUATION RATING STANDARDS

Based on the information provided by the Proposer in the "Technical Proposal," the Committee will rated 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

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Compliant 0%</td>
<td>Fails to address the component or the Proposer does not describe any experience related to the component.</td>
</tr>
<tr>
<td>Poor 1-30%</td>
<td>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.</td>
</tr>
<tr>
<td>Fair 31-70%</td>
<td>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.</td>
</tr>
<tr>
<td>Good 71-80%</td>
<td>The response fully addresses the section and provides a good quality solution. Good degree of confidence in the Proposer's response or proposed solution.</td>
</tr>
<tr>
<td>Excellent 81-90%</td>
<td>All considerations of the section are addressed with a high degree of confidence in the Proposer's response or proposed solution.</td>
</tr>
<tr>
<td>Outstanding 91-100%</td>
<td>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.</td>
</tr>
</tbody>
</table>

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 "Proposer's Relative Experience and Qualifications" (maximum 20 points) is determined to be "Excellent" it will get 18 points (0.9 x 20). If another Proposer in the same category is "Fair" they will get only 14 points (0.7 x 20).

#### 5.4.3 FINANCIAL PROPOSAL - Cost/Price Component (Maximum 30 Points Possible)

The sealed envelopes containing the Financial Proposals that meet the format requirements and minimum technical qualification standard of 80% or 56 points shall then be opened and scored. The lowest financial proposal shall receive 30 points. The score for each of the other financial proposals shall be determined utilizing the following formula: the lowest proposal is divided by the financial proposal being scored (i.e., the next lowest proposal) and then multiplied by 30 points (e.g. $125,000 ÷ $130,000 = .96 x 30 = 28.8 points).
SECTION 6.0

MANDATORY FORMAT AND CONTENT REQUIREMENTS

6.1 INTRODUCTION

This section provides instructions to the Proposer regarding the mandatory proposal format and content requirements.

The Proposer must remember that:

- All proposals submitted must follow the proposal format instructions;
- All information must be presented in the order and manner requested;
- All questions must be answered; and
- All requested data must be supplied.

_Proposals not following the required format may be deemed non-responsive and therefore rejected._

6.2 PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as two (2) separate documents placed in two (2) separate sealed packages; both sealed packages are inserted into a third package. All packages need to be clearly labeled in the manner described in Section 2.7.

Package #1 – Technical Proposal

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.

Page One of Technical Proposal:

The first page of the Proposer's "Technical Proposal" must be a signed 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 and instructions concerning RFP 18-02, 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.
Table of Contents (these materials should be included after the signed cover letter):

- Proposer's Technical Proposal as described in Section 5.4.1;
- a completed, dated and signed "Proposer/Contractor Status Form";
- Certificate re California Government Code 1090 Disclosure of Interests Form;
- a copy of the "Small Business Certification Approval Letter", if Proposer is claiming the Small Business Preference;
- 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 to application to OSDS,
- Or, if the Proposer is claiming the preference as a non-small business subcontracting with certified SB/MB (s), the Proposal must include written confirmation listing the small businesses that Proposer commits to subcontract with for a commercially useful function in the performance of the contract with the 22nd DAA. The list of subcontractors must include the following information for each subcontractor:

  1. Name;
  2. Address;
  3. Phone Number;
  4. Description of work to be performed;
  5. Dollar amount or percentage per subcontractor.

  The written confirmation must also include the subcontractor's certification or indicate whether the subcontractor's application(s) are on file with OSDS.
- a copy of Proposer's current insurance certificate.

Package #2 - Financial Proposal

The Financial Proposal Form must be completed, signed and dated.
SECTION 7.0

REQUIRED FORMS AND DOCUMENTS SECTION

7.1 FORMS TO BE COMPLETED AND SUBMITTED BY PROPOSER

- Proposer/Contractor Status Form
- Certificate re California Government Code 1090 Disclosure of Interests Form
- Small Business Documentation if applicable as described in Section 2.9
- Financial Proposal Form

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

Form shown with an asterisk (*) can be located at: http://www.ols.dgs.ca.gov/Standard+Language/default.htm

- Standard Agreement
- Payee Data Record
- Contractor Certification Clauses
- Special Contract Terms and Conditions
- *General Contract Terms and Conditions
- Insurance Requirements
PROPOSER/CONTRACTOR STATUS FORM

RFP #18-02

Contractor’s Name ___________________________ Federal Employer ID. # ___________________________
(full business name)
Address ______________________________________ County ______________________________
City ______________________________________ Zip Code ________________________________
(principal place of business)

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: ____________________________

RETURN THIS FORM WITH YOUR PROPOSAL

Status Form Page 1 of 2
PROPOSER/CONTRACTOR STATUS FORM (Continued)

RFP #18-02

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 bid package.

Your small business ID number: ________________________________

Pending Litigation or Hearings

List any civil or criminal litigation, administrative hearings currently pending or filed against the 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 RFP process.

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

________________________________________________________________________

(Print Name & Title)  (Signature)

________________________________________________________________________

(Date)

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

RETURN THIS FORM WITH YOUR PROPOSAL

Status Form Page 2 of 2
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 18-02

RFID Solution/System for a Ticketless Midway and Cashless Games at the SDCF

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") and 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
Certificate re CGC 1090 and Disclosure Form
Page 1 of 2
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 18-02

RFID Solution/System for a Ticketless Midway and Cashless Games at the SDCF

"Continued"

☐ I certify that I have no known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA.

☐ 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 and 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:

______________________________
(NAME OF PROPOSER)

______________________________
(SIGNATURE)

______________________________
(PRINT NAME)

______________________________
(TITLE)

______________________________
(DATE)

RETURN THIS FORM WITH YOUR PROPOSAL
Certificate re CGC 1090 and Disclosure Form
Page 2 of 2
In order to submit a financial proposal, the Proposer must abide by all of the parameters as set forth in this RFP. This Financial Proposal Form is submitted for the entire system and services as described, and shall be used for comparison and evaluation purposes. This form may not be modified. Any changes made to this form, including but not limited to exceptions, deletions, and additions, may be the basis for rejection of the proposal. Certified small business Proposers who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted the applicable preference. The preference shall not exceed five percent (5%). The financial proposal is worth up to 30 points. The lowest financial proposal shall receive 30 points. The score for each of the other financial proposals shall be determined utilizing the following formula: the lowest financial proposal is divided by the financial proposal being scored and then multiplied by 30 points (e.g. $125,000 ÷ $130,000 = .96 x 30 = 28.8 points). The financial score will be added to the technical score to achieve the over-all score for each proposer.

- In the event of a tie, contract shall be awarded to the Proposer with the higher score on the Technical Section.
- In the event of a tie on the Technical Section, the tie will be broken by the toss of a coin by the Contracts Manager, or designee, in the presence of any authorized representatives of the Proposers.

For financial comparison the District has created the following pricing schedule. The quantities are estimates only and they represent what the District anticipates it may require for the annual San Diego County Fair. The District anticipates that each year's fair will be similar in regard to the Midway. The estimated quantities could potentially increase should the system be expanded to include other locations for food and beverage, admission or parking. This is only an estimate and is not guaranteed the actual quantities may be more or less than estimated. The actual final requirements will be contingent upon the fair schedule, midway configuration, attendance, expansion and other factors established for each annual county fair. The unit price will prevail in any error in calculation. If the unit price is left blank, the 22nd DAA will consider the item described to be provided at no cost even when a cost extension is provided.

Proposer offers to rent the complete wireless RFID based solution/system for a ticketless midway and cashless gaming for the duration of the San Diego County Fair and all associated services as described in the statement/scope of work of this RFP for the following total costs and rental rates, including all labor, materials, equipment and California sales tax if applicable.

**Fixed Rental Pricing and Rates for Contract Year One and All Option Years**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Estimated Annual Requirement</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFID System Rental (Software, all back end wireless equipment, all labor, installation, maintenance, support and training etc.)</td>
<td>$</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>POS Seller Station Rental</td>
<td>$</td>
<td>28</td>
<td>$</td>
</tr>
<tr>
<td>POS Self-Serve Kiosk Rental</td>
<td>$</td>
<td>40</td>
<td>$</td>
</tr>
<tr>
<td>RFID Scanner Rental</td>
<td>$</td>
<td>350</td>
<td>$</td>
</tr>
<tr>
<td>Apple/Android Smart Phone RFID System Application Rental</td>
<td>$</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>RFID Custom Reusable Device (Standard Everyday)</td>
<td>$</td>
<td>400,000</td>
<td>$</td>
</tr>
<tr>
<td>RFID Custom Reusable Device (Upgraded Souvenir Style)</td>
<td>$</td>
<td>200,000</td>
<td>$</td>
</tr>
<tr>
<td>California Sales Tax (If Applicable)</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Installation (If Applicable)</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Payment Terms_______, otherwise Net 30 (Subtract)</td>
<td>($</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 1 of 2
Are you claiming preference as a small business?  
   Yes  No

If yes, Proposer must submit the Small Business Certification Approval Letter with the technical proposal package. All Proposers must provide the following information and sign this form in order for the "Financial Proposal Form" to be considered.

FIRM NAME

FEDERAL IDENTIFICATION NUMBER

COMPLETE MAILING ADDRESS

TELEPHONE NUMBER

CITY, STATE, ZIP CODE

FAX NUMBER

Proposer certifies to the 22nd DAA that Proposer has thoroughly familiarized him/herself with the terms and conditions of this RFP and any addenda, and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the RFP would have revealed. Important: It is the Proposer's responsibility to ascertain and confirm, they have received all addenda issued to this RFP before submitting a proposal. The Proposer must acknowledge their receipt of all Addenda in the space provide bellow. Your failure to acknowledge all Addenda will result in your proposal being found non-responsive.

List and acknowledge all addenda here:

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

PRINT NAME & TITLE

SIGNATURE

DATE

RETURN THIS FORM WITH YOUR PROPOSAL

Financial Proposal Page 2 of 2
1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
22nd District Agricultural Association / Division of Fairs & Expositions

CONTRACTOR'S NAME

The term of this Agreement is:

3. The maximum amount of this Agreement is: $

4. Contractor agrees:
   A. To comply with the following Exhibits, attached herewith except those indicated with an Asterisk (*), and all are incorporated herein and made as part of this Agreement:
      - Exhibit A - Scope of Work - 1 Page(s)
      - Exhibit B - Budget Detail and Payment Provisions - 1 Page(s)
        - Payee Data Record Std. 204 - 2 Page(s)
        - Contractor Certification Clause CCC-307 - 4 Page(s)
      - Exhibit C* - General Terms and Conditions - GTC 610
      - Exhibit D - Special Terms and Conditions - 5 Page(s)
        - Insurance Requirements - 2 Page(s)
   B. To furnish all labor, equipment and materials necessary to perform the services described in Exhibit A, Scope of Work, and agrees to comply with all terms and conditions which are made a part of this Agreement by the above listed Exhibits.
   C. To provide a valid Certificate of Insurance indicating a minimum $1,000,000 coverage for General Liability, Automobile Liability and Workers Compensation, in accordance with insurance Requirements attached herewith and made as part of this Agreement.

Exhibit shown with an Asterisk (*), is hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

BY (Authorized Signature) DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME
22nd District Agricultural Association / Division of Fairs & Expositions

BY (Authorized Signature) DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING
Timothy J. Fennell, CEO/General Manager

ADDRESS
2260 Jimmy Durante Blvd
DelMar, CA 92014-2216

☐ CONTRACTS MANAGER ☐ DEPARTMENT MANAGER
Exhibit A

SCOPE OF WORK

1. Contractor agrees to provide Del Mar Fairgrounds, as follows:
   a. Detailed description of work to be performed and duties of all parties.
   b. Specifications, requirements
   c. Personnel, staffing
   d. Coordination
   e. Results, deliverables
   f. Timelines, progress reports
   g. Evaluation, acceptance

2. The services shall be performed at (location).

3. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).

4. The project representatives during the term of this agreement will be:

<table>
<thead>
<tr>
<th>State Agency: 22nd DAA / Del Mar Fairgrounds</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Unit: Department</td>
<td>Section/Unit:</td>
</tr>
<tr>
<td>Attention:</td>
<td>Attention:</td>
</tr>
<tr>
<td>Address: 2260 Jimmy Durante Blvd., Del Mar, CA 92014-2216</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone: 858/751-1161 ext.</td>
<td>Phone: 858/</td>
</tr>
<tr>
<td>Fax: 858/794-</td>
<td>Fax: 858/</td>
</tr>
</tbody>
</table>
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

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

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. 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.
**INSTRUCTIONS:** Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare information returns (1099). See reverse side for more information and Privacy Statement.

**NOTE:** Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

<table>
<thead>
<tr>
<th>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>RAILING ADDRESS</th>
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<table>
<thead>
<tr>
<th>BUSINESS ADDRESS</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>CITY, STATE, ZIP CODE</th>
</tr>
</thead>
</table>

**ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):**

<table>
<thead>
<tr>
<th>PARTNERSHIP</th>
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</table>

<table>
<thead>
<tr>
<th>CORPORATION:</th>
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<table>
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<tr>
<th>MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</th>
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<table>
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<tr>
<th>LEGAL (e.g., attorney services)</th>
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<table>
<thead>
<tr>
<th>EXEMPT (nonprofit)</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>ALL OTHERS</th>
</tr>
</thead>
</table>

**NOTE:** Payment will not be processed without an accompanying taxpayer I.D. number.

**PAYEE ENTITY TYPE**

**CHECK ONE BOX ONLY**

<table>
<thead>
<tr>
<th>INDIVIDUAL OR SOLE PROPRIETOR</th>
</tr>
</thead>
</table>

**ENTER SOCIAL SECURITY NUMBER:**

(SSID required by authority of California Revenue and Tax Code Section 18448)

**PAYEE RESIDENCY STATUS**

- California resident - Qualified to do business in California or maintains a permanent place of business in California.
- California nonresident (see reverse side) - 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 attached.

**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.**

<table>
<thead>
<tr>
<th>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</th>
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</table>

<table>
<thead>
<tr>
<th>TITLE</th>
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<table>
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<tr>
<th>SIGNATURE</th>
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<table>
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<tr>
<th>DATE</th>
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<table>
<thead>
<tr>
<th>TELEPHONE</th>
</tr>
</thead>
</table>

**Please return completed form to:**

**Department/Office:** Department of Food & Agriculture / Division of Fairs & Expositions

**Unit/Section:** 22nd District Agriculture Association / Del Mar Fairgrounds

**Mailing Address:** 2260 Jimmy Durante Blvd.

**City/State/Zip:** Del Mar, CA 92014

**Telephone:** (858) 755-1161

**Fax:** (858) 794-1043

**E-mail Address:** Attn: Contracts Department
A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.

Payees who do not wish to complete the STD. 204 may elect to not do business with that 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 backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.

Enter the payee’s legal business name. Sole proprietorships must also include the owner’s full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or look box information here.

Check the box that corresponds to the payee’s business type. Check only one box. Corporations must check the box that identifies the type of corporation. 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 the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(e).

The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).

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.

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State Income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

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

<table>
<thead>
<tr>
<th>Withholding Services and Compliance Section</th>
<th>1-888-726-4800</th>
<th>E-mail address: <a href="mailto:wssc.gin@ftb.ca.gov">wssc.gin@ftb.ca.gov</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>For hearing impaired with TDI, call:</td>
<td>1-800-522-6268</td>
<td>Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></td>
</tr>
</tbody>
</table>

Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.

This section must be completed by the State agency 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.
CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)  Federal ID Number

By (Authorized Signature):  

Printed Name and Title of Person Signing

Date Executed  Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (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 §8330 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final appealable 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 over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.
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.


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 (c))

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.
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, the 22nd District Agricultural Association aka Del Mar Fairgrounde, and their respective agents, directors, and employees (collectively the "State") 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 State.

Provided, however, that in no event shall Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, 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 of the State. 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 State 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 State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as if it is for the acts of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State 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 State, if it is determined that such appearance, conduct, or demeanor is detrimental to State's operations. Contractor agrees to remove such person or agent from operations arising out of this contract. Determination by State 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 State to Contractor or its employees.

6. Nonexclusively

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

7. Insurance Requirements (refer to Exhibit D)

**Delivery** - Certificate(s) of insurance for General Liability, Automobile Liability, and Workers’ Compensation, must be submitted directly by the Contractor’s insurance carrier pursuant to the requirements herein detailed at least ten (10) days prior to commencement services or occupation of premise, and covering the entire Term of this Agreement. Certificates of insurance and additional insured endorsements are subject to the approval of the State, and Contractor agrees that no work or services shall be performed, prior to such approval. Only originals, without ink or white-out changes, will be accepted.

**Primary Coverage** - It is the intent of the parties that Contractor’s insurance coverage shall be primary and that any separate coverage available to the State of California, 22nd District Agricultural Association and other additional insured(s) shall be secondary.

**General Liability Insurance:** Contractor shall secure and maintain at its own expense during the entire term of this Agreement, a minimum of one million dollars ($1,000,000) combined single-limit commercial general liability insurance covering the Contractor, its employees, agents, and subsidiaries, for claims for damages for bodily injury, broad form property damage, and personal injury. Coverage shall include blanket contractual insurance and such coverage shall make express reference to the Contractor’s hold-harmless provision in Paragraph 2 above, and must also include coverage for products and losses related to independent contractors and equipment.

The following endorsement regarding additional insured must be included the general liability certificate: "The State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their respective agents, directors, officers, servants, and employees are made additional insureds but only insofar as the operations under this Agreement are concerned."

In addition to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the State, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their agents, directors, officers, servants, and employees are made additional insureds on Contractor’s general liability policy, and automobile liability policy.

**Automobile Liability Insurance:** Contractor shall secure and maintain at its own expense during the Term of this Agreement Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto); or any successor ISO policy form, with limits of not less than $1,000,000 combined single limit per accident for contracts involving the use of Lessee’s vehicles (autos, trucks, or other licensed vehicles) on the Premises or any portion of the fairgrounds.

**Workers’ Compensation Insurance:** Contractor either (1) shall be a qualified self-insurer pursuant to the requirements of the California Labor Code Contractor or (2) shall secure and maintain at its own expense during the Term of this Agreement Workers’ Compensation insurance coverage in accordance with 'The Workers’ Compensation and Insurance Act,” Division IV of the Labor Code, along with Employer’s Liability coverage, in a minimum sum of one million dollars ($1,000,000), with either the State Compensation Insurance Fund or a licensed carrier, and Contractor affirms to comply with such provisions before commencing that performance of the work of this Agreement.

**Maintenance of Coverage** - Contractor agrees that any insurance coverage(s) herein provided shall be in effect at all times during the Term of this Agreement. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the Term of this Agreement, Contractor agrees to provide the State at least consistent with the provision of this Agreement, prior to any expiration date or upon cancellation, a new certificate of insurance evidencing insurance coverage as provided for in this
Agreement for a term not less than the remainder of thecrochetperiod of not less than one (1) year.

If at any time during the Term of this Agreement, Contractor fails to maintain and keep in effect insurance coverage(s) as herein provided, the State may, at State's option and in addition to all other remedies available, do one of the following: (1) declare a material breach of this Agreement by the Contractor and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Contractor, until notice is received by State that such insurance requirements have been restored or replaced in full force and effect that the premiums therefore have been paid to cover a period of time satisfactory to Distric; or (3) obtain such insurance and deduct premiums due for sums due or which become due to Contractor under this Agreement. No action taken by State pursuant to this paragraph shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fails to maintain and keep in effect insurance coverage(s)" shall include, but is not limited to, notification received by State that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

**Contractor’s Responsibility** - In no event is State responsible for the payment of premiums or deductibles of any required coverage's. Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor’s operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the State from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to Contractor’s indemnity obligations.

**Certified Copies of Policies** - Upon request by the State, the Contractor shall immediately furnish a complete copy of any policy required by this provision, including all endorsements, certified by the insurance company issuing the policy to be a true and correct copy of the original policy.

8. **Licensee 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 State 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 State 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 State Contract’s Manager, or other normally responsible for the administration of this contract, shall be
brought to the attention of the State's Chief Executive Officer (or an agent representative) of each organization for joint resolution (Public Contract Code Section 22340 et seq., 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 22nd DAA Contracts Manager and Chief Executive Officer within ten (10) days upon failure to informally dispose of such a dispute. The decision of State's Chief Executive Officer shall be final.

11. **Conflict in Terms & Conditions**

Where the terms of this Agreement or 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 State's documents shall supersede and take precedence over Contractor's proposal or Contractor's documents.

12. **Termination**

The State 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 State of any further payments, obligations, and/or performances required in the terms of the contract.

13. **Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State 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. **California Franchise Tax Board**

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

The Contractor/Renter/Sponsor shall provide a signed original evidence of insurance coverage for the term of the Agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Citrus Fairs, or Counties in which County Fairs are located, Lessor/Sublessee if Fair site is leased/subleased, Citrus Fairs, or California Exposition and State Fair, their directors, officers, agents, servants and employees, from occurrences related to or arising out of operations under the Agreement, which sets forth the insurer, policy number, policy term, and liability limits. All such insurance shall be written in form and underwritten by companies approved by the 22nd District Agricultural Association ("District") and acceptable to the California Department of Insurance. This may be provided by:

A. INSURANCE CERTIFICATE - Contractor/Renter/Sponsor provides the District with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List As Additional Insured Endorsement: "The State of California and the 22nd District Agricultural Association, their agents, directors, officers, servants, and employees are made additional insured, but only insures as the operations under this contract are concerned."

2. Dates: The dates of commencement/ 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. Coverage:
   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 0001. Contractor/Renter/Sponsor shall at all times maintain in effect bodily injury and property damage liability insurance with policy limits in the minimum amount of $5,000,000 combined single limits per occurrence for Fairtime Carnival Rides; $3,000,000 combined single limits per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, and Saddle Bronco, and Motorized Events all types except arena or track motorcycle racing and go-cart racing; $2,000,000 combined single limits per occurrence for Rodeo Events all types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, and Saddle Bronco, Motorized Events of arena or track motorcycle racing and go-cart racing, 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, Orbits, and Simulators; $1,000,000 combined single limits per occurrence for Rodeo Events all types without any Rough Stock Events, and for all other contracts and contracts for which Liability Insurance (medical malpractice, liquor liability, E&O) is required.
   b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving extensive use of Contractor/Renter/Sponsor vehicles (autos, trucks or other licensed vehicles) on District premises.
   c. Workers' Compensation - Workers' Compensation coverage shall be maintained whenever Contractor/Renter/Sponsor has 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 should be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: A statement by the insurance company that it will not cancel said policy or policies without giving 30 days prior written notice to the named certificate holder.

5. Certificate Holder:
   a. For Individual Events Only - District, along with District’s address, is listed as the certificate holder.
   b. For Master Insurance Certificates Only - California Fair Services Authority, Attention: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The Contractor/Renter/Sponsor must be specifically listed as the Insured.

B. California Fair Services Authority (CPSA) Special Events Liability Insurance - The Contractor/Renter/Sponsor purchasing special events liability insurance through the District, when applicable.

C. Master Certificate - A master certificate of insurance for the Contractor/Renter/Sponsor has been approved by and is on file with CPSA.

D. Self-Insurance - The Contractor/Renter/Sponsor is self-insured and acceptable evidence of self-insurance has been approved by District and CPSA.
II. GENERAL PROVISIONS

A. Delivery - Contractor/Renter/Sponsor shall cause its insurance carrier to name the State of California, and the 22nd District Agricultural Association, and their respective agents, officers, servants and employees, as additional insureds on its policy of insurance, and shall provide the additional endorsement to District no later than ten (10) days prior to its initial occupation of the District’s premises or commencement of services. Failure of Contractor/Renter/Sponsor to deliver the certificate(s) and additional insured endorsement(s) required by this paragraph shall be a default under this Agreement.

B. Primary Coverage - Contractor’s/Renter’s additional insurance endorsement shall provide that the insurance policy shall be the primary protection and non-contributing to the District’s own general liability insurance policy. The additional insured endorsement shall also provide coverage to the District for any liability “arising out of” Contractor/Renter/Sponsor rights, duties, work, and/or obligations under this Agreement, and that the District is covered without regard to whether the injury was caused by the named insured or the additional insured.

C. Maintenance of Coverage - Contractor/Renter/Sponsor agrees that the commercial general liability (and automobile insurance, workers’ compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided shall be in effect at all times during the term of this Agreement. Expiration of any insurance coverage/policy at any time or times prior to or during the term of this Agreement, Contractor/Renter/Sponsor agrees to provide the District, 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 Agreement, or for a period of not less than one (1) year. Cancellation of any insurance coverage/policy at any time of times during the term of this Agreement shall be a default under this Agreement, unless Contractor/Renter/Sponsor provides adequate replacement certificates and additional insured endorsements in compliance with the Agreement and requirement above. New certificates of insurance are subject to the approval of the California Fair Services Authority, and Contractor/Renter/Sponsor agrees that no work of services shall be performed prior to the giving of such approval. In the event the Contractor/Renter/Sponsor fails to keep in effect as all times insurance coverage as herein provided, that District may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

D. Contractor’s Responsibility - Nothing herein shall be construed as limiting in any way the extent to which Contractor/Renter/Sponsor may be held responsible for damages resulting from contractor’s/renter’s operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor/Renter/Sponsor of liability in excess of such minimum coverage, nor shall it preclude the District from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to contractor’s/renter’s indemnity obligations.

E. Certified Copies of Policies - Upon request by District, Contractor/Renter/Sponsor 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.

III. PARTICIPANT WAIVERS

For hazardous participant events, the Contractor/Renter/Sponsor agrees to obtain a properly executed Release and Waiver of Liability Agreement from each participant prior to his/her participation in the event(s) sponsored by Contractor/Renter/Sponsor. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Teams Events, Equestrian-related Events, Motorize Events, Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fairs Service Authority at (916) 921-2213 for further information or the District’s Contracts Manager at (838) 792-4263.
EXHIBIT 12
Mr. Moot,

The referenced RFP is classified as a non-IT procurement does not fall under the California Department of Technology (CDT), Statewide Technology Procurement (STP) oversight authority. STP does not have any record of this procurement. Additionally, it appears the project/procurement was not processed through CDT's Project Approval Lifecycle process. Please do not hesitate to contact me if you have any additional questions.

Thanks,
Sahana

Sahana M. Ayer
Senior Attorney
California Department of Technology
(916) 403-9623

Ms. Ayer;

Will you be responding to this email below? Possible you have been out over the holiday. I have the same question for RFP no 18-02 by the 22nd DAA also for a RFID Solution/System for a Ticketless Midway and Cashless Games at the San Diego County Fair. My client is filing a Protest and we need to confirm if CDT approval was every obtained for these. Please let me know if I was given the correct person to contact regarding this. Thank you.

John S. Moot
Schwartz Semerdjian Cauley & Moot LLP
Main 619.236-8821
johnm@sscmlegal.com
I was given your email as the person to contact to see if an Information Technology procurement has received CDT approval pursuant to Vol 3 of the State Contracting Manual, Topic 4,2.C4.0... The solicitation is RFP No 19-04 by the 22nd District Agricultural District, a California State institution. It is a Division of Fairs and Expositions which is a division of the California Department of Food and Agriculture, and agency of the State of California. It was released October 3, 2019 for a complete digital ticketing system and game operations. The specifications required a "secure wireless and hard-wired network and "should reside on the proposer’s servers." A copy of the RFP is attached. Please contact me as soon as possible.

John S. Moot

Schwartz Semerdjian

Schwartz Semerdjian Cauley & Moot LLP
101 West Broadway, Suite 810 | San Diego, CA 92101-8229
Direct 619.557-3531 | Main 619.236-8821 | Fax 619.236-8827
Los Angeles Office 310.550-8857
johnm@sscmlegal.com
www.sscmlegal.com

Additional offices worldwide through our affiliation with LEGUS.
Contact our office for more information.
www.leguslaw.com

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EXHIBIT 13
Revise Licensee General Policy
Commercial/Food/Games

To: Board of Directors
    Timothy Fennell

From: Donna Ruhm, Concessions Director

Date: November 20, 2018

Subject: Revision of Licensee General Policy eliminating limits on space allocation for commercial space, food stands and game operations.

Discussion / History:

Currently, general policy as described in the Commercial Licensee Handbook, the Food Vendor Licensee Handbook and the Midway Licensee Handbook state it shall be the policy of the 22nd DAA Board of Directors to limit any one licensee to: 300 square feet for commercial space; 2 stand locations for food; and 7 game locations for game operators.

When these policies were adopted well over 30 years ago, we had a very large pool of applications to select from. Over the course of the last few years, we have seen a dramatic decline in the number of qualified applications received. As current participants begin to retire and more shopping is conducted online, we anticipate the pool of applications to be depleted even more than it already has.

Additionally, and most importantly, current policy restricts the amount of space that can be assigned to a company who has proven their ability to maximize revenue opportunities for themselves and the District.

Pros:
Elimination of this decades old policy will allow flexibility in filling spaces with qualified individuals and thereby maximizing revenue potentials to the District.

Cons:
Without proper oversight of vendor selection monopolies can occur. However, District management will continue to strive to select qualified applicants offering a broad range of products/services who represent the high standard of operation required of a participant of the San Diego County Fair.

Fiscal Impact:
Potential increase in revenue with proven operators

Environmental Impact:
None

Recommended Action:
Revise licensee general policy to eliminate limitations on space allocation for commercial space, food stands and game operations.

Attachments:
None
Mike Ceragioli
Contracts Manager | Finance Department
mceragioli@sdfair.com | p: 858.792.4263 | f: 858.794.1043

22nd District Agricultural Association
2280 Jimmy Durante Blvd. | Del Mar, CA 92014

Mike, I appreciate your input and advice but the way the specs read it is 100% written to favor RCS without a doubt. Perhaps the city should of first competed on the digital ticket system first, then once the best possible system was fairly competed, then that system would become the chosen one, and the one that the garner or ride operator would be responsible to use and cover the cost.

As it turns out the digital system in place was not competed, therefore unfairly awarded, making it impossible to duplicate piece by piece as written in the specifications.

The only way to make this FAIR is to start from scratch and compete each entity. Which is hardly unlikely to happen?

Below is a breakdown of cost to purchase our system;
Scanners $850.00 each
PC $2500.00
Wireless and Fibre Network $25,000
Ticket Tablets with blue tooth QR readers $800.00
Install of all software and mobile ticketing APP written for Del Mar $250,000
These above are all a one time cost.
Ongoing cost would be based on a fee of .40 per ticket or arm band.

Best,

Michael Hallahan
President
Snapshot Technologies/Virtual Ticket Solutions

www.snapshottechnologies.com
Protest Letter to RFP proposal

ATTN: Mike Ceragioli Contracts Manager; October 23rd, 2019.

I am submitting the following letter to the RFP ticketing and cashless system. The RFP which is due November 1st 2019 only favors one operator.

San Diego County fair is an independent Fair which is why it is among the best in the industry. It gave a handful of Independent game and Ride operators a place to be the BEST. Small operators were given the opportunity to compete against one of the largest corporations.

I’ve been a successful game operator at the San Diego Fair for 48 years and can honestly say it has been the reason I have been able to grow my business to where it is today. Knowing I could count on the Del Mar fair income each year gave me the opportunity to keep my games in tip top shape. Throughout the years I have been able to do full trailer remodels along with purchasing additional games to grow my business. Many of the other game operators were in the same position as me.

This proposal is trying to throw away everything that made the San Diego County Fair great. If RCS is awarded the contract the fair will also be losing money. Below is the gross per foot for myself and the other game operators for 2019, the numbers don’t lie. Roger Leavitt and Mark Leavitt (Paradise) did not have approved board contracts, they came in under RCS and 4 out of the 7 operators were RCS employees.

<table>
<thead>
<tr>
<th>Company</th>
<th>Gross per ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul’s Concessions</td>
<td>$3,069.00</td>
</tr>
<tr>
<td>All State Concessions</td>
<td>$3,273.00</td>
</tr>
<tr>
<td>JACA Concessions</td>
<td>$2,370.00</td>
</tr>
<tr>
<td>Big T Concessions</td>
<td>$2,243.00</td>
</tr>
<tr>
<td>Roger Leavitt</td>
<td>$2,063.00</td>
</tr>
<tr>
<td>Paradise</td>
<td>$1,519.00</td>
</tr>
<tr>
<td>RCS</td>
<td>$1,401.90</td>
</tr>
</tbody>
</table>

80% of the Midway

I am sure that the grosses would be much higher if an operator was given 7 games to run as opposed to having to run 80-90 games. This proposal also doesn’t give any new operators a chance at participating.

This is completely wrong morally and professionally.

John Taggart
Big T Concessions
6645 View Park Court
Riverside, CA 92503
Laurie’s Concessions
1107 S. 5th Ave, PMB 256
Yuma, AZ 85364

PROTEST LETTER TO RFP 19-14

Mike Ceragioli
22nd DDA Contracts Manager
22nd District Agricultural Association
Administration Building
2260 Jimmy Durante Boulevard
Del Mar, CA. 9201-2216

Dear Mr. Ceragioli,

This letter is in reference to your RFP 19-14 ticketing and cashless system.

I have been a concessionaire at the Del Mar Fair from the first year that the fair went INDEPENDENT some 35 years ago. Needless to say that it has been an integral part of my livelihood. We have been able to improve our company with new equipment, such as having our Water Race game completely refurbished at the factory for $75,000.00. For the past two or three years we have been asked our opinion of a cashless midway. We were not opposed to this new system since the general public seems to use credit cards more and more. Last year around December we were informed that we were no longer needed since the fair decided to go in a different direction, giving RCS 80% of the games for the uses of their system. This didn’t seem fair since none of the other operators knew of this development.

This RFP obviously favors RCS because the small operators have no chance to comply with the way it was written. Very few other operators can comply as well.

Years ago the fair said no one could have more than 7 games, keeping it a true Independent fair. It certainly not an independent fair giving one company 80% of the games. If the fair thinks it’s truly to their benefit running a cashless midway, then they should spend the money for a system of their own rather that giving one company the contract and eliminating the smaller companies. Why should one large company run several smaller companies out of business? Greed!
I could go on for hours but that would not be fair to you or your staff. I would like to give you my personal opinion on a couple of other items if I could. I visited The fair last year to see for myself as to the looks of the midway and the operation. First of all I thought all the games being one color was not attractive. I feel that with the different operators and their own colors gives the midway a much nicer aesthetic look and more festive, but that's my personal opinion.

After looking at the grosses of the different operators, the four operators with The largest grosses were much higher than RCS on an average, the numbers don't lie.

The future of our industry depends on new and smaller operators getting into our business. If the larger companies get all the bigger contracts then why should Anyone want to get into our business. The Del Mar fair is the 5th largest fair in the country and it needs to keep it a true independent fair.

Stephen J. Merten

Laurie's Concession
1107 S.5th ave, PMB 256
Yuma, AZ. 85364

Smerten938@aol.com
Good morning Adam;

You have obviously put a lot of thought and effort into this letter with your attorney. It is so thorough, so well written, and brings up so many valid objections to the RFP and the whole idea of one entity controlling the ticketing, most of the games and a good number of the rides at the San Diego County Fair. The RFP is so obviously rigged for RCS, and it is damaging to us all in the long term, although much more so to yourself in the short term. Many of the more salient points addressed in this letter I was unaware of previously. Frankly I’m shocked at the audacity it took to lie, to collude and to place the interest of RCS above the interest of the fair, which the employee did. I would not be surprised if there were additional benefits paid for her work for RCS.

I thank you for standing up for what is right and just, for spending your money on this, which I am sure was considerable, and for including all of us in your communication. I am so happy to be included. I’m a very small part of this picture, but I am willing to do my part monetarily to help you should this move forward and litigate. Hopefully this letter will be enough to rattle the Board into immediate action. Please keep me in the loop, and best wishes. I hope that your efforts are successful.

On Tue, Oct 22, 2019 at 4:24 PM adam <allstate38inc@hotmail.com> wrote:

I have submitted the following protest letter to the RFP for digital ticketing and cashless games. To be transparent with everyone I feel this should be known to everyone that is part of the San Diego county fair. I do this to protect my way of life and the betterment of the carnival industry.

The RFP is due at the end of the month and is schedule to award a single company all of the carnival games in exchange for a "at no cost to the district" digital ticketing system before the end of the year. The financial part of the RFP will be set on a percentage of the game revenue of at least 26% and a scanner use fee of up to $400.

I feel the best interest of the San Diego county fair is supported with an independent midway that supports competition between all of the ride and game operators. A fair that lets the best of all fields continue to compete and be part of a place we all truly enjoy!

If you honesty feel the same way I would only hope that you stand up for what’s right and let your voice be heard. Great things happen when good people do the right thing!

Have a great day and I look forward to seeing everyone in Del Mar next year!

Adam West
EXHIBIT 15
October 21, 2019

VIA ELECTRONIC MAIL AND U.S. MAIL

Mike Ceragioli
22nd DAA Contracts Manager
22nd District Agricultural Association
Administration Building
2260 Jimmy Durante Boulevard
Del Mar, CA 92014-2216

Re: RFP 19-14 Protest

"The goals of competitive bidding are to guard against favoritism, improvidence, extravagance, fraud and corruption; to prevent the waste of public funds; and to obtain the best economic result for the public."¹

Dear Mr. Ceragioli:

Please let this letter constitute Allstate 38, Inc.'s (hereinafter “Allstate”) protests to RFP 19-14 on the grounds that the RFP has been drafted such that it virtually guarantees Ray Cammack Shows (hereinafter “RCS”) would be awarded the bid. RCS, after private meetings in late 2018, was awarded a virtually identical contract as that set forth in the RFP after negotiating the terms with an employee of the 22nd District Agricultural Association (“22nd DAA”). This employee then submitted a memorandum to the 22nd DAA which lifted all of the limits on the number of games a single operator could have and awarded a no-bid, sole-source contract to RCS giving it the inside track to win this RFP.

Because of the 2019 sole-source contract, RCS has information regarding the costs and expenses associated with meeting the terms of the RFP that are not publicly available to any other responders. The RFP also sets Desired Qualifications that are either irrelevant or that only RCS can meet. The RFP also includes digital ticketing specifications that eliminate RCS’s competition. Additionally, the financial scoring system is unfairly weighted towards RCS and restrains competition from digital and cashless ticketing system companies that do not already own games. By linking a “free” digital ticketing system to game operations and severely limiting the time proposers have to respond, the RFP provides insufficient time and incentive for an owner of a digital or cashless ticketing system who does not also own games from partnering

with a game operator. By linking these two otherwise unrelated services, the RFP virtually guarantees that RCS will win the award.

**Events Preceding the Issuance of the RFP**

In 2018, the 22nd DAA sent out RFP No. 18-02 RFID Solution/System for a Ticketless Midway and Cashless Games (hereinafter the “2018 RFP”). The contract was awarded to Cashless Events, LLC. A protest was lodged based on the scoring of the 2018 RFP, causing the 2018 RFP to be withdrawn and no cashless, digital ticketing system to be implemented.

For 2019, RCS was awarded 80% of the Midway carnival games through secret negotiations and a *fait accompli* board approval. Beginning on or about September 2018, an employee of the 22nd DAA met with RCS to negotiate a contract that gave RCS 80% of the Midway carnival games in exchange for RCS providing its digital ticketing system at no cost. Notably, RCS’s digital ticketing system did not meet the technical requirements of the 2018 RFP. During these negotiations, the employee and RCS also agreed on RCS’s rent and calculated the anticipated profit RCS would receive from controlling 80% of the game operations. The contract terms were agreed to by November 2018 and is nearly identical to the current RFP.

The contract as negotiated violated the 22nd DAA’s decades-old policy of being an “independent Midway,” which limited the number of games and/or rides that could be given to a single operator. To combat this, the employee responsible for negotiating the contract with RCS had to first convince the Board of Directors to eliminate the limitations on space allocation for commercial space, food stands and game operations. The employee successfully did so at the December 11, 2018 board meeting under the pretense that there was a dramatic decline in the number of qualified applications received.

After successfully lobbying to remove the limitations on space allocations, the employee proposed that the board adopt the pre-negotiated contract with RCS without ever conducting a competitive procurement process. The other game operators were not given any notice that the contract would be proposed at the meeting and, thus, were unable to voice objections.

**The RFP has an Inherent Conflict of Interest**

In the industry, there is no logical reason to link a cashless, digital ticketing system to an award of games in an Independent Midway operation. Under a single contract carnival, a single RFP goes out for all aspects of carnival operations which includes ticketing, games, rides and food operations. No fair is currently operating or has adopted a hybrid system such as being proposed in the RFP. Significantly, no Independent Midway allows the vendor who is accounting for the distribution of proceeds from ride, game and food operations to also be the recipient of the funds they are charge of accounting for. The RFP thus presents a conflict of
interest between the unrelated operations of the accounting for monies and disbursement of monies using the Digital Ticketing System for Carnival Game Operations (hereinafter “The System”) and the payment of funds to The System operator who are one and the same. This is even more problematic given RCS also operates rides that pay 48% of the revenue as opposed to games at 26%, yet RCS is in control of the accounting between the two and determining how much RCS will be paid for both. Such a system is ripe for fraud, corruption and waste of public funds.

Not only does the RFP not account for this conflict of interest, it also contains no preclusion from RCS using the information it learns from operating The System to then compete with game operators in other venues after learning which games and operators gross the most revenue from specific games. This is information the operator of The System would otherwise be completely unaware and, if they are also game operators, allows them to unfairly compete with their competitors in the marketplace. These conflicts of interest should in and of itself be sufficient to grant a protest to any award to RCS.

The RFP Improperly Links The System to Game Operations

The 2019 RFP is drafted to ensure RCS is the successful bidder. For example, the RFP ties game operations to a digital ticketing system. This strongly favors RCS, which is the only game operator that owns a digital ticketing system that satisfies the technical specifications in the RFP. Providing a digital ticketing system includes significant hard and operational costs. Therefore, any game operator without a digital ticketing system could not afford to purchase/lease and operate a system for free and still generate a profit. Since RCS is the only entity that both owns a qualifying digital ticketing system and games, RCS is the only entity that competitively bid on the RFP.

There is no logical reason to link The System to game operations, as opposed to ride operations, food operations or passing that cost on to the public. In fact, ride operations are better equipped to deal with the added costs of providing a digital ticketing system, as they are generally larger companies and generate two and a half times more revenue than the typically “mom and pop” game operators. Further, despite indication in the RFP to the contrary, the 22nd DAA has the ability to purchase or lease its own digital ticketing system and spread the cost among all users (games, food, rides, etc.), as the 22nd DAA in fact awarded such an RFID system in 2018 for $372,600.99.

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2 The RFP is supposed to give preference to small business. See RFP § 2.9.

3 As a point of reference, the 22nd DAA generated over $62 million in revenue in 2019 and $9.42 million in fair admissions.
The newly adopted technical requirements in the 2019 RFP also favor RCA and alienate its competitors. According to the 2018 RFP, the best available technology for a cashless ticketing system for the Del Mar midway was the RFID system, which is a natural competitor to RCA’s system. Yet, this system no longer even qualifies under the 2019 technical requirements because it is not hard wired to a network and uses state of the art cloud based technology as opposed to the “Proposer’s servers.” Because it “is highly desired” that the system integrate with the barcode system used at the 2019 San Diego County Fair, it is clearly written to favor RCS. Predictably, RCA’s virtual ticketing system includes these specifications.

By tying virtual ticketing to games and adopting onerous or redundant technical requirements, the 22nd DAA has eliminated all of RCS’s West Coast rivals other than Funtastic. But even Funtastic is not a true competitor for the 2019 RFP and appears to work in concert with (rather than compete against) RCS. Indeed, Funtastic has forced customers of its digital ticketing system to agree to not use the system to compete with RCS.

For example, Talley Amusements sought to compete for an RFP at the Houston Livestock and Rodeo in Texas against RCS using Funcard’s digital ticketing system. Upon receiving the contract from Funcard, Talley learned it precluded Talley from using the system where RCS had existing operations. Funcard and RCS’ anti-competitive activities are well known to the 22nd DAA, as it, in conjunction with the Ventura County Fair, tried to purchase the Funcard system. Allstate has been informed that somehow RCS was able to block the sale to the 22nd DAA. Thus, while Funtastic owns or has access to the Funcard system and also owns game operations, it is not a competitor of RCS but instead engages in anti-competitive practices with them.

While Tally Amusements may have been a potential responder, the Desired Qualifications section is specifically written to eliminate it and similar competitors. The Desired Qualifications sections B and C indicate that the responder “demonstrate relevant experience over the past five years at fairs of similar size and scope to the Fair’s Independent Midway and operate a complete digital ticketing system and carnival game operation with a minimum of 40 carnival games.” Section C also provides that the responder demonstrate experience “operating a proven complete digital ticketing system for a complete carnival ride and carnival game operation for at least three different fairs similar in size and scope to the Fair’s Independent Midway....” Given the San Diego County Fair is the fifth or sixth largest in the nation, no other company other than RCS can meet the similar size and scope criteria in the Desired Qualifications. There are many cashless, digital ticketing systems that operate at large sports and other venues all around the country that are more than qualified to provide a cashless, digital

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4 Companies located in other parts of the country cannot be considered actual competitors for the 2019 RFP given the substantial transportation costs associated with moving carnival games thousands of miles.
ticketing system for the 22nd DAA but the Desired Qualifications ties the System to fair
operations and carnival game operations effectively eliminating these competitors.5

Another example of this is the requirement in 3.4 H for 350 wireless scanners for
approximately 80 carnival rides “and carnival games.” Wade Shows, which unlike Tally has no
preclusion from using the Funcard system, easily meets this criteria but for linking the scanners
to carnival games. This link eliminates them as a potential competitor.

Only RCS which has access to the Funcard system and owns carnival games can meet the
Desired Qualifications in the RFP and the required components of the Digital Ticketing System.
Because of the size of the San Diego County Fair being the fifth or sixth largest in the country
and the tie to carnival games, and because no other potential Proposer is currently within the top
20 category for fairs, no one but RCS can meet the Desired Qualifications.

The Scoring System Is Weighted in Favor of RCS

The scoring system is based on a total of 300 points,200 of which measure the bidder’s
relative experience and qualification, staffing and management, technical presentation. Because
RCS operated the almost identical system and 80% of the game operations in 2019, it is a
foregone conclusion that RCS will get far more of these 200 points than any other bidder. Only
RCS can meet the Desired Qualifications, has operated the same system being requested in the
RFP, and has the inside knowledge as to how the system operated and the costs and labor
associated with it.

The final 100 points measure the bidder’s financial proposal, is again drafted to favor
RCS. For example, the financial proposal requires that 26% or greater of the gross revenue from
the carnival games go to the 22nd DAA. In 2019 in an email dated November 8, 2018, RCS
agreed in its discussions with the 22nd DAA employee what its profits could be based on a
guarantee of 25% of the revenues in exchange for 80% of the games. The RFP proposes 100%
of the games for a minimum of 26%. The cost breakdown in terms of equipment costs, labor
costs and other related operational costs are known exclusively by RCS and have not been shared
as part of the RFP. RCS thus knows based on its prior negotiations exactly where to bid for the
percentage of gross revenue.

Equally important is the fact that other digital ticketless providers who do not own games
must share revenue with a game operator they partner with to cover the costs of The System,
something that RCS does not have to do as the owner of a digital ticketing system. Unlike RCS,
such a responder has to limit the percentage revenue paid from game operations because it needs
to cover the costs of The System. But, in competing for the other 200 points it is at an extreme

5 The RFP also includes a provision that the Proposer hold a certification for the O.A.B.A." for at least three years.
This certification is available to any company that pays for it.
disadvantage because of the Desired Qualifications. RCS, on the other hand, can afford to bid the minimum percentage share, not only because it does not have to share revenue, but because the penalties under the point system for the Financial Proposal is, relative to the total points awarded, extremely small.

The largest percentage rent paid at any similar fair is 35% of gross revenue. A bid at 35% based on the profit margins negotiated in 2019 between RCS and the 22nd DAA employee would leave a Proposer that has to share game revenue in a losing financial proposition. Yet, even should such Proposer bid a 35% gross revenue and RCS a 26% revenue (for 100 games), RCS would only lose 25 points (or 8% of the total score) under the scoring system. Realistically, a Proposer who has to share game revenue to cover the cost of The System in fact will need to come well under 35%. Because such a Proposer has to share revenue, they will need to bid close to or at the minimum to cover The System’s costs and make a profit.

The scoring system for the Financial Proposal simply highlights the incongruity in the RFP linking The System to completely unrelated game operations which then provides such a service free to ride and food operators. The only possible explanation is that the RFP has been drafted to leave RCS as the only potential winner. For all practical purposes, the RFP eliminates any provider of a digital ticketing system who has to prepare a joint proposal with game operators as they are at an insurmountable financial disadvantage.

State Immunity Does Not Protect the 22nd DAA

The 22nd DAA is not immune from liability for antitrust violations. As a general rule, state immunity for antitrust violations is “the exception rather than the rule” and is “disfavored.” Chamber of Commerce of the United States v. City of Seattle, 890 F.3d 769, 781 (9th Cir. 2018). This is particularly true where the actor is not the state itself, but rather “is carried out by others pursuant to state authorization.” FTC v. Phoebe Putney Health Sys., Inc., 568 U.S. 216, 224, 133 S. Ct. 1003, 185 L. Ed. 2d 43 (2013). State immunity will apply only where the actions “are undertaken pursuant to a clearly articulated and affirmatively expressed state policy to displace competition.” Id. at 1011 (quotations omitted). “When a state grants power to an inferior entity, it presumably grants the power to do the thing contemplated, but not to do so anticompetitively.” Phillip E. Areeda & Herbert Hovenkamp, Antitrust Law ¶ 225a (4th ed. 2019). Indeed, an authorization to enter into contracts “is not to be construed as an authorization to enter into price fixing or other anticompetitive agreements unless the authorizing provision states so clearly.” Id.

Here, California did not clearly articulate or affirmatively express a policy to displace competition for games at the Del Mar Fairgrounds midway through implementation of a rigged, anticompetitive RFP bidding process. Nor is there anything in the regulations adopted by California for the 22nd DAA that specifically authorizes such conduct. Given the absence of these
necessary elements, the 22nd DAA is not itself immune from antitrust liability for anticompetitive conduct.

Conclusion

Based on the Desired Qualifications and the design of the scoring system, the only party who can win the RFP is RCS. The requirement for a hard wired system eliminates anyone with the RFID technology which was determined in 2018 to be the best available technology. The only other potential responder who has a Digital Ticketing System and owns games is a company who has already colluded with RCS in anti-competitive behavior both to not sell the Funcard system to the San Diego County Fair but also restricts other potential licensees to using the system to compete in other RCS venues.

In 2019, RCS and an employee the 22nd DAA met behind closed doors, agreed on a contract which for all intents and purposes is identical to the RFP, and then awarded the sole-source contract to RCS so that they had a trial year to win this RFP. The RFP itself creates an obvious conflict of interest in the operator also being recipient of the funds its accounting for and distributing to itself. The RFP deviates from a longstanding policy of the San Diego County Fair being an Independent Midway and providing opportunities to multiple game operators who have historically been small business owners competing amongst themselves to provide the best games for the Fair. This RFP was issued without any policy input from the Board of Directors and without consideration to the policy issues identified in previous correspondence to the 22nd DAA who has rushed through this RFP for the sole apparent purpose of awarding the RFP to RCS who now is in a position to monopolize the San Diego County Fair operations in future years.

"Without proper oversight of vendor selection, monopolies can occur.”
(November 28, 2018, Memorandum to Board of Directors and Timothy Fennell.)

Sincerely,

[Signature]

John S. Moot
of
Schwartz Semerdjian
Cauley & Moot LLP

JSM:Inc
EXHIBIT 16
Thank you Sue, I really appreciate your help.
Best to you and yours,
Donna

****Important, please be sure to open attachments from trusted sources only. If there is any doubt, please contact the helpdesk first.****
Hi Donna, I’m doing well. 30 years – that’s a long time! 😊
As far as independent midways go there is nothing definite as far as formal requirements or guidelines. I do have a page that was prepared back in the day of possible guidelines however. It’s attached. Keep in mind these are not formal guidelines, just ideas. Hope this helps.
Take care,
Sue

Hi Sue!!
I hope this finds you well 😊...I can’t remember the last time we chatted – though it seemed like we ran into each other unexpectedly not too terribly long ago. I’m still in the same position, doing much the same thing for over 30 years now...YIKES! LOL!!

I’m hoping you can help me on a recent question I got regarding the Independent Midway concept. Do you know if there are written state guidelines -or who I could ask? I think Del Mar was the first in the state – going back to 1986 but it’s been so long I don’t have any information on file any longer.

Any help you can offer is much appreciated.

Best regards,

Donna Ruhm
Concessions Director | San Diego County Fair
22nd District Agricultural Association
2260 Jimmy Durante Blvd. | Del Mar, CA 92014
www.sdfair.com
Hi Donna,

Thank you for your patience and understanding of opening weekend. Take a look at the proposal and give me a call to touch base.

Let us know if you have time to stop by LA or if you prefer we can come down your way.

Thanks.
Overview:

It is the purpose of this proposal to come to an agreement with Ray Cammack Shows Inc. and the San Diego County Fair in a new partnership together. This agreement would allow the use of an all-inclusive Cashless Ticketing Midway with ready to use tickets through the very established FunPass program. In turn, Ray Cammack Shows Inc. would hold the midway games contract.

Goal(s)-Benefits:

1. To provide the Industry's highest quality game operation to the San Diego County Fair
2. To come together to provide a carnival midway with a “FunPass” Ticketing System good at all rides and games.

Agreements:

Ray Cammack Shows desires to work with the San Diego County Fair together to accomplish several goals to benefit both parties.

1. The improvement of all midway games operations to eliminate 100% of the percentage-based game “agents” from the midway. This would be accomplished by incorporating all “soft” sale games with game attendants that are paid an hourly wage.
   - RCS would contract 100% of the carnival games
   - RCS would hire and train all carnival game employees
   - RCS would guarantee a minimum of 25% stock throw out.
   - RCS will manage all inventory operations.
   - San Diego County Fair would assist RCS is cross-promoting the carnival games through Funpass presale, onsite or wristbands.
   - San Diego County Fair will provide mutually agreed upon space for the RCS Inventory area.
   - San Diego County Fair will provide footage comparable to the 2018 Fair for game use with locations to be mutually agreed upon.

2. To provide a completely cashless Game and Ride operation through the “FunPass” software solution. RCS would provide to the San Diego County Fair.

To be included in this agreement:

- RCS will assist in providing all off-site presale barcode set ups (this will be months in advance).
- All ticketing will include on-site purchases through ticket booths and kiosks.
o RCS will provide use of the “FunPass” App - Tickets will be ready to use with capability to re-load, share and track history through the App.

o RCS will provide the Ticket Seller and Kiosk attendant Training to Carnival Ticketing Supervisors.

o RCS will staff one Funpass Guest Service booth in Kidland and Mainland to assist with Funpass related questions and comments.

o RCS will provide mutually agreed upon number of ticket booths fully fitted out with Ticket Seller POS Hardware.

o RCS will provide upto 30 self-service Kiosk booths.

o RCS will provide scanners for ALL games and rides in the carnival footprint. The amount to be determined at least 90 days before Fair to guarantee time to order and program scanners.

o RCS will provide IT support as necessary by the San Diego County Fair.

Financial Proposals:

1. With the contract of all the midway games, RCS will guarantee rent for the 2019 Fair of $750,000.

2. RCS will provide free of charge the use of the “FunPass” Ticketing system.

3. RCS will provide for free of charge an on-site IT department.

4. RCS will provide for free of charge ticket booths, kiosks, and scanners for the run of the fair. *Damaged hardware to be reimbursed.

5. *SDCF will be financially responsible for any repairs due to damage from operations to Hardware including the ticket booths, independent ride operators and kiosks.

6. For an optional additional fee SDCF can rent the Counter Caché Intelligent Machines from RCS for the carnival ticket booths.
independents. But the proposed percentage is 7% more than Annie’s games with an honest operation.

Please keep in mind your entire midway image is improved, your customer experience is greatly enhanced and through efficiency your ride grosses increase with fewer lines at ticket booths, the advantages go on and on.

With this venture you are essentially getting the heartbeat of our company and the experience that supports it.

This is truly a win-win situation with zero risk.

I hope you can successfully convey this to Tim.

I look forward to hearing from you.

Regards,

Ben Pickett
Ray Cammack Shows, Inc.

Tel: 602 763 0536

---WRD000.jpg---

On Nov 7, 2018, at 12:39 PM, Donna Ruhm <druhm@sdfair.com> wrote:

Spoke with Tim briefly, he’s having a hard time understanding your resistance to a percentage and I have a hard time explaining it because I don’t understand it either. He asked me to run some numbers for him which I can’t get to it until tomorrow morning. Stay tuned.

Sent from my Verizon 4G LTE smartphone

#---------------------------------------------------------# #
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#---------------------------------------------------------# #

NOTICE: The information contained in this email and any attachments are privileged or confidential. Unauthorized use or publication is prohibited. If you have received this by mistake please delete this email and the attachments. THANK YOU!

Ray Cammack Shows - PO Box 10 - Laveen, AZ 85339
602 237 3333 - www.rcsfun.com

This e-mail message has been scanned for Viruses and Content and cleared by NetIQ-MailMarshal

#---------------------------------------------------------# #
# NOTICE: The information contained in this email and any attachments are privileged or confidential. Unauthorized use or publication is prohibited. If you have received this
Hi Ben,

Tim was looking for opportunities for growth in revenue from this joint effort. As presented, the proposal didn't meet that expectation. He feels strongly that the value of changing policy and increasing the number of games for RCS from 5 to 45 is a fair exchange for use of the Fun Pass system - especially given that the system would not otherwise be in operation and that RCS will experience revenue increases in ride grosses.

While he places a high value on what RCS would bring to the table in terms of improving the appearance and guests' experience; I honestly don't seem him moving much off (if at all) the proposal attached.

It’s been fun! Hoping we can make this work.

Looking forward to hearing from you soon.

Donna Ruhm
Concessions Director | San Diego County Fair
22nd District Agricultural Association
2260 Jimmy Durante Blvd. | Del Mar, CA 92014
www.sdfair.com
I'm not resistant to percentage in fact I prefer percentage for when we grow in business our partners grow with us and why we proposed guarantee vs percentage for a lower risk to SDCF but the growth is a process that takes time, in our experience, 3 years. Neither you or I know what the real gross will be on the first year, moving forward in 2020 we will have the data from 2019 to make good and fair business decisions for all involved. Again when we look at Annie's game operation and her footage rent compared to percentage it's in line at [redacted] with our proposed 20% with at least 25% stock average and multiple other unknown variables we are trying to be conscious on this trial year and giving respect to your recent feedback we offer the increased guarantee and to cover the increase on the other independents. But the proposed percentage is 7% more then Annie's games with an honest operation. Please keep in mind your entire midway image is improved, your customer experience is greatly enhanced and through efficiency your ride grosses increase with fewer lines at ticket booths, the advantages go on and on. With this venture you are essentially getting the heartbeat of our company and the the experience that supports it. This is truly a win win situation with zero risk.
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Sent from my Verizon 4G LTE smartphone

#re: Proposal
Hi Ben,

Clearly we have underestimated the value of the games. All of my factoring of footage over the years has been based on our receiving 25% rent. This percentage is in line with rent for independent food operations whose expenses are far higher than any game operation. *Neither Tim nor I can see how we can justify anything less.* I’m happy for Annie that she’s been at less than 25%, but again, that has never been our goal.

I thought I’d share with you numbers:

Factoring rent at 20% puts our game to ride ratio at 34%. From what I’ve been able to discern the ratio fluctuates from event to event. My guess is that the ratio in Del Mar is closer to 40% with Annie’s rent on the high end in most cases.

Figuring rent of $735,000 at 20% would put the game gross at $3,675,000 in 2018. In 2019 with an additional day (keeping in mind this day is at the back end of the fair when we are busiest) the increase of 2% would bring that number to $3,748,000. Factoring in again a conservative 15% growth on top of that with a cashless midway game gross now is estimated at $4,310,775... that is, if we are collecting 20%. With 80% of games, RCS stands to gain $3,450,000 less 25% rent; 25% stock; 30% payroll = $690,000 for the first year.

Rent is probably more like 15% - 18% for most operators. No wonder there is so much tension to play Del Mar (we’ll definitely be adjusting our footage if we’re unable to come to an agreement)! This would be more in-line with a 40% game/ride ratio which brings game gross to over $5 million factoring in the 2% increase for number of days plus 15% growth with cashless. (changing $690K to $1M for RCS). All of which is really interesting but not necessarily relevant to the conversation.

Quick summary:
- 80% of game locations
- 25% rent with minimum guarantee $600,000 (80% of 750,000)
- One additional ride

As a participant in an independent midway, it doesn’t seem as though the percentage you would be paying would reflect on any of your show contracts. Honestly, if it did, wouldn’t you have been forced into a higher ride percentage already???

My very best regards,
Donna
Rent Calculations San Diego County Fair:

Estimated Game Gross from SDCF
Rent Budget for 2019 $4,310,775
Linear Footage Rent $750,000
Total Footage $335/ft 2235'

<table>
<thead>
<tr>
<th>Proposed Rent %</th>
<th>Total Estimated Rent</th>
<th>% over 750k budget</th>
<th>$ Over 750k budget</th>
<th>% equated to Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.25%</td>
<td>$1,002,255</td>
<td>33.63%</td>
<td>$252,255</td>
<td>$442</td>
</tr>
<tr>
<td>24%</td>
<td>$1,034,586</td>
<td>37.94%</td>
<td>$284,586</td>
<td>$462</td>
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<tr>
<td>24.5%</td>
<td>$1,056,140</td>
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<td>$306,140</td>
<td>$472</td>
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<td>25%</td>
<td>$1,077,694</td>
<td>43.69%</td>
<td>$327,694</td>
<td>$482</td>
</tr>
</tbody>
</table>

23.25% is midpoint of RCS 20% and SDCF 26.5%
Proposed Memorandum of Understanding

San Diego County Fair’s Obligations:

1. Amend the current Board Game Restriction Policy to no restrictions.
2. Increase the number of spaces allocated to RCS from 5 to 45 with locations to be mutually agreed upon.
3. Select independent operators who are like-minded to fill the remaining spaces (note intent to reduce the number of spaces from 2018).
4. Distribute pre-configured scanners to ride and game operators maintaining inventory control.
5. Increase number of RCS rides from 20 (includes skyride) to 21 for the 2019 Fair from an RCS submitted additional preferred ride list (no fewer than 3 rides).
6. SDCF will provide mutually agreed upon space for RCS inventory.
7. SDCF will reimburse RCS for any damaged hardware.

RCS’ Obligations:

1. Will provide a completely ticketless/cashless ride and game system through the FunPass software solution including 28 ticket seller POS hardware systems, approx. 30 self-service kiosk booths, pre-configured scanners for redemption sites for all rides and games and all necessary connectivity components and installation.
2. 2-FunPass guest services booths, pre-sale barcode set up, the “FunPass” app and ticket seller and kiosk attendant training to supervisors.

FunPass’ Obligations:

1. Provide the San Diego County Fair and its independent operators with all reporting and accesses required by Fair Management.
2. Provide a closed system only accessible by Fair Management and its designees.
3. All marketing data collected through the FunPass is owned and retained by the San Diego County Fair for marketing purposes.
4. Will enter into a separate agreement with the San Diego County Fair outlining liability as it relates to payment processing, customer information, data retention, etc.

FEES: Board policy states: “Fees or rates, as established for any particular area or facility shall apply uniformly and without exception to any and all entities utilizing midway space within said area or facility”. As such, all game contracts for the 2019 Fair will be assessed at 26.5% vs. $335 per linear foot whichever is greater.
Hi Ben,

First draft -- please edit as necessary.

Note -- Instead of a Memorandum of Understanding, our contracts manager suggested a Letter of Intent until a space rental agreement is executed. The space rental agreement is the same form we’ve been using to contract with rides and games. We would make the letter of intent an addendum to that agreement.

Unfortunately, we won’t have a chance to meet with the Board president this week. Which means delay getting the word out (after IAFE) or go forward assuming we’ll get board approval. Tony is coming down tomorrow -- I don’t think I can’t not brief him so it may end up being a moot point. Your thoughts?

FYI - I’m also working on a presentation for the Board meeting on December 11th. If we feel we are going to get push back, I might invite you to the meeting (1:30 pm.). Will know more about that by the first of Dec.

Looking forward to your reply,
Donna
Revise Licensee General Policy
Commercial/Food/Games

To: Board of Directors
   Timothy Fennell

From: Donna Ruhm, Concessions Director

Date: November 20, 2018

Subject: Revision of Licensee General Policy eliminating limits on space allocation for commercial space, food stands and game operations.

Discussion / History:

Currently, general policy as described in the Commercial Licensee Handbook, the Food Vendor Licensee Handbook and the Midway Licensee Handbook state it shall be the policy of the 22nd DAA Board of Directors to limit any one licensee to: 300 square feet for commercial space; 2 stand locations for food; and 7 game locations for game operators.

When these policies were adopted well over 30 years ago, we had a very large pool of applications to select from. Over the course of the last few years, we have seen a dramatic decline in the number of qualified applications received. As current participants begin to retire and more shopping is conducted online, we anticipate the pool of applications to be depleted even more than it already has.

Additionally, and most importantly, current policy restricts the amount of space that can be assigned to a company who has proven their ability to maximize revenue opportunities for themselves and the District.

Pros:

Elimination of this decades old policy will allow flexibility in filling spaces with qualified individuals and thereby maximizing revenue potentials to the District.

Cons:

Without proper oversight of vendor selection monopolies can occur. However, District management will continue to strive to select qualified applicants offering a broad range of products/services who represent the high standard of operation required of a participant of the San Diego County Fair.

Fiscal Impact:

Potential increase in revenue with proven operators

Environmental Impact:

None

Recommended Action:

Revise licensee general policy to eliminate limitations on space allocation for commercial space, food stands and game operations.

Attachments:

None
BOARD OF DIRECTORS MEETING
December 11, 2018 @ 1:30 p.m.
AGENDA

Persons wishing to attend the meeting and who may require special accommodations pursuant to the provisions of the Americans with Disabilities Act are requested to contact the office of the General Manager, (858) 755-1161, at least five working days prior to the meeting to insure proper arrangements can be made.

Items listed on this Agenda may be considered in any order, at the discretion of the chairperson.

This Agenda, and all notices required by the California Bagley-Keene Open Meeting Act, are available on the internet at: www.delmarfairgrounds.com

I. CALL TO ORDER – PRESIDENT STEVE SHEWMAKER

II. ROLL CALL

III. CONSENT CALENDAR
The items on the Consent Calendar will be enacted in accordance with recommended action under one motion unless trailed from the Consent Calendar by the Board. Any member wishing to trail an item from the Consent Calendar should notify the General Manager prior to the meeting. Trailed items will be considered after the motion to approve the Consent Calendar.

A. Minutes, Regular Meeting, November 14, 2018
B. 22nd District Agricultural Association (DAA)/Sponsorship Contracts Approval
C. 2019 Del Mar National Horse Show Judges Approval
D. Approval for revision to Licensee General Policy

IV. MANAGERS REPORT
The Board may take approval action on the Manager’s Report:

A. Employee Recognition for “Years of Service” (Informational)
B. Events Report (Informational)
C. Don Diego Scholarship Foundation Report (Informational)
D. Other (Informational)

V. COMMITTEE REPORTS
The Board may take approval action on Committee Reports and New Committee Assignments:

A. Fair Operations Committee – Frederick Schenk, Chair
   1. International Association of Fairs & Expositions (IAFE) Awards (Informational)
   2. Midway Games Agreement Approval (Informational/Action)
   3. 2019 San Diego County Fair Grandstand Entertainment Contracts Approval (Action)
COMMITTEE REPORTS (continued)

B. DMTC Liaison/Satellite Wagering Committee – Richard Valdez, Chair
   1. DMTC Ten Month Operating Results Report (Informational) 24-48
   2. Satellite Wagering Report (Informational) 49

C. Finance/Budget Committee – Steve Shewmaker, Chair
   1. Approval of 2019 22nd DAA Budget (Informational/Action) 50-51

D. Contracts Oversight Committee – Steve Shewmaker, Chair
   1. Committee Report (Informational/Action) ----

E. Food & Beverage Committee – Lisa Barkett, Chair
   1. Premier P&L Statement – October 2018 (Informational/Action) 52
   2. KAABOO Request to exercise “Food and Beverage Alternative Option” (Informational/Action) 53-92

F. SSRP – Ad Hoc Committee – Steve Shewmaker, Chair
   1. Committee Report (Informational) 93

G. Land Use/Environmental/Master Plan Committee – David Watson, Chair
   1. Update on KAABOO coastal compliance (Informational) ----

H. Community Relations Committee – Lee Haydu, Chair
   1. Committee Report (Informational) ----

I. Gun Show Policy - Ad Hoc Committee – Frederick Schenk, Chair
   1. Committee Report (Informational) ----

J. Strategic Planning Committee – Pierre Sleiman, Chair
   1. Committee Report (Informational) ----

K. Sustainability Committee – Don Mosier, Chair
   1. Committee Report (Informational) ----

L. Personnel Committee – Steve Shewmaker, Chair
   1. Committee Report (Informational) ----

M. Legal Committee – Richard Valdez, Chair
   1. Committee Report (Informational/Action) ----

VI. PUBLIC COMMENT
Speakers are requested to sign in prior to the start of the meeting and are limited to three minutes. Speaker’s time may be modified based on the number of public speakers. Public comments on agenda items will be accepted during the meeting as items are addressed. Public comment on issues NOT on the current Agenda is allowed. However, no debate by the Board shall be permitted on such public comments and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item.

VII. DIRECTORS REQUEST
A. Update Committee descriptions 95-96
VIII. CLOSED EXECUTIVE SESSIONS (NOT OPEN TO THE PUBLIC)
Pursuant to the authority of Government Code section 11126(a), (b), and (e), the Board of Directors will meet in closed executive sessions. The purpose of these executive sessions is:

A. To confer with and receive advice from legal counsel regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, there is significant exposure to litigation against the 22nd DAA.

B. To confer with and receive advice from legal counsel regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, the Board of Directors will decide whether to initiate litigation.

C. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Guillermo Munoz v 22nd DAA, Claim No. 7030090048.

D. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Gillian Brown v 22nd DAA, United States District Court, Southern District of California, Case No. 15CV2578.

E. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Aegis Software, Inc. v 22nd DAA, United States District Court, Southern District of California, Case No. 15CV2956.

F. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Arthur Seneno v 22nd DAA, San Diego County Superior Court, Case No. 37-2016-00005557-CU-WT-CTL.

G. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Zweig v. 22nd DAA, San Diego County Superior Court, Case No. 37-2018-0024143.

IX. RECONVENE TO OPEN SESSION
A. Report on actions, if any, taken by the Board in closed executive session.

X. DIRECTORS CLOSING COMMENTS

XI. FOR YOUR INFORMATION
A. 22nd DAA Financial Statements
B. Satellite Wagering Operating Statement
C. RTA & RTLC Financial Reports
D. Correspondence
E. Other

XII. ADJOURNMENT
12/7/2018 10:55 AM
22nd DISTRICT AGRICULTURAL ASSOCIATION
Board of Directors Meeting
Del Mar Fairgrounds
2260 Jimmy Durante Blvd.
Del Mar, Ca 92014
December 11, 2018

MINUTES

The 22nd District Agricultural Association (DAA), Board of Directors met in the Board Meeting Room at the
Del Mar Fairgrounds on December 11, 2018 at 1:30 p.m.

OFFICERS PRESENT:
Steve Shewmaker, President
Richard Valdez, Vice President
Tim Fennell, Manager, Secretary-Treasurer

DIRECTORS PRESENT
Lisa Barkett, Lee Haydu, Kathlyn Mead, Don Mosler, Frederick Schenk, Pierre Sleiman, and David Watson,

DIRECTORS/OFFICERS ABSENCE
NONE

OTHERS PRESENT
Josh Caplan, Deputy Attorney General
Gary Reist, Deputy General Manager - 22nd DAA
Rita Walz, Chief Financial Officer - 22nd DAA
Donna O'Leary, Executive Assistant - 22nd DAA

CALL TO ORDER
President Steve Shewmaker called the meeting to order at 1:30 p.m. with a quorum present.

ROLL CALL
All Directors were present.

CONSENT CALENDAR
Vice President Valdez asked that item D on the Consent Calendar be moved to the Fair Operations Committee to
be discussed. Director Mosier had a correction to the minutes on the description of Dr. Mosier's departmental
affiliation which he had given to Donna O'Leary, Executive Assistant, prior to the start of the meeting.

Director Lee Haydu moved for approval of items A through C on the Consent Calendar.

A. Minutes, Regular Meeting, November 14, 2018
B. 22nd District Agricultural Association (DAA)/Sponsorship Contracts Approval
C. 2019 Del Mar National Horse Show Judges Approval
D. Approval for revision to Licensee General Policy

Director Pierre Sleiman seconded the motion. Directors Pierre Sleiman, Kathlyn Mead, Lee Haydu, Frederick
Schenk, Vice President Richard Valdez, President Steve Shewmaker, Directors Lisa Barkett, David Watson and
Don Mosier were all in favor and the motion carried.

MANAGERS REPORT

Employee Recognition for 20 years of Service
Jennifer Goodyear, Marketing Specialist, was recognized for her 20 years of outstanding service to the District.
MANAGERS REPORT continued

Events Report
CEO Timothy Fennell reviewed the events for December 2018 and January 2019 on pages 16-17 of the Board Packet.

Don Diego Scholarship Foundation Report
Executive Director Chana Mannen reported that in 2019 the Foundation will offer 29 scholarships worth $66,000 which will bring the total value of scholarships given away to more than a million dollars.

COMMITTEE REPORTS

FAIR OPERATIONS COMMITTEE – Frederick Schenk, Chair

International Association of Fairs & Expositions (IAFE) Awards
Director Schenk reported that the 2018 San Diego County Fair received 16 awards including three first place Competitive Exhibit Awards; use of theme throughout multiple divisions of competitive exhibits; the unicorn food contest and one for a fair activity to increase awareness of Competitive Exhibits.

Midway Games Agreement Approval
Donna Ruhm, Concessions Director reviewed the proposed new cashless midway program to be used at the 2019 San Diego County Fair. Director Frederick Schenk moved to approve staff’s recommendation to approve Contract #70061 with Ray Cammack Shows on page 21 of the Board packet. Director David Watson seconded. Directors Pierre Sleiman, Kathlyn Mead, Lee Haydu, Frederick Schenk, Vice President Richard Valdez, President Steve Shewmaker, Directors Lisa Barkett, David Watson and Don Mosier were all in favor and the motion carried.

Approval for revision to Licensee General Policy
Donna Ruhm, Concessions Director explained the proposed new policy for vendors that eliminates limits on space allocations, Director Frederick Schenk moved to approve the new policy presented on page 13 of the Board packet. Director Lisa Barkett seconded. Directors Pierre Sleiman, Kathlyn Mead, Lee Haydu, Frederick Schenk, Vice President Richard Valdez, President Steve Shewmaker, Directors Lisa Barkett, David Watson and Don Mosier were all in favor and the motion carried.

2019 San Diego County Fair Grandstand Entertainment Contracts
Director Frederick Schenk moved for approval of the Grandstand Entertainment contracts listed on page 22 of the Board packet. Director David Watson seconded the motion. Directors Pierre Sleiman, Kathlyn Mead, Lee Haydu, Frederick Schenk, Vice President Richard Valdez, President Steve Shewmaker, Directors Lisa Barkett, David Watson and Don Mosier were all in favor and the motion carried.

2019 San Diego County Fair (non-concert) Entertainment Contracts
Director Frederick Schenk moved to approve the non-concert entertainment contracts listed on page 23 of the Board packet. Vice President Richard Valdez seconded. Directors Pierre Sleiman, Kathlyn Mead, Lee Haydu, Frederick Schenk, Vice President Richard Valdez, President Steve Shewmaker, Directors Lisa Barkett, David Watson and Don Mosier were all in favor and the motion carried.

DMTC LIAISON/SATELLITE WAGERING COMMITTEE – Richard Valdez, Chair

DMTC Race Meet Report
Josh Rubinstein, Del Mar Thoroughbred Club (DMTC) President, reviewed their third-quarter operating results which includes the 2018 summer race meet on pages 24 through 48 of the Board packet. Total return from the summer race meet was over $9.4 million, which is a $500,000 increase from 2017. Fall season results will be included in the January Board packet.
DMTC LIASON/SATELLITE WAGERING COMMITTEE continued

Satellite Wagering Report
Nothing to report at this time.

FINANCE/BUDGET COMMITTEE – Steve Shewmaker, Chair

Approval of 2019 22nd DAA Budget
Vice President Richard Valdez moved to approve the proposed 22nd District Agricultural Association’s 2019 Budget with the caveat that there will be more discussion regarding the proposed Sheriff’s position. 2019 will be a lean year for the District. Director Kathlyn Mead seconded. Directors Pierre Sleiman, Kathlyn Mead, Lee Haydu, Frederick Schenk, Vice President Richard Valdez, President Steve Shewmaker, Directors Lisa Barkett, David Watson and Don Mosier were all in favor and the motion carried.

PUBLIC COMMENT

• Charles Yip from Unite Here Local 30 representing the Premier workers, spoke for the record that they are opposed to allowing KAABOO to exercise their alternative option.

CONTRACTS OVERSITE COMMITTEE – Steve Shewmaker, Chair

KAABOO Request to exercise “Food & Beverage Alternative Option”
Vice President Richard Valdez moved to approve staff’s recommendation to approve KAABOO Del Mar’s request (see pages 54–56 of the Board packet) to utilize a third party vendor to provide food and beverage services (Spectrum Catering Concessions and Events) for 2019 KAABOO Music and Arts Festival. Director David Watson seconded. Directors Pierre Sleiman, Kathlyn Mead, Lee Haydu, Frederick Schenk, Vice President Richard Valdez, President Steve Shewmaker, Directors Lisa Barkett, David Watson and Don Mosier were all in favor and the motion carried.

FOOD & BEVERAGE COMMITTEE – Lisa Barkett, Chair

Premier P&L Statement – October 2018
Director Lisa Barkett reviewed the food and beverage report on page 52 of the Board Packet. Year to date the sales are up, $1,195,000.

SSRP – Ad Hoc COMMITTEE – Steve Shewmaker, Chair

Committee Report
Gary Reist, Deputy General Manager reported that there was a mandatory pre-bid walk-through at Surfside Race Place for the entertainment venue. There were about 40 contractors in attendance and the California Construction Authority (CCA), formerly called California Fairs Services Authority (CFSA) also participated in the walk through. The bids are due at 11 a.m. on January 8, 2019.

LAND USE/ENVIRONMENTAL/MASTER PLAN COMMITTEE – David Watson, Chair

Update on KAABOO coastal compliance
Director David Watson said that Dustin Fuller, Supervising Environmental Planner and Nate Prenger, KAABOO General Manager, attended the Coastal Committee meeting last month regarding the need for a new coastal permit but have not received a response.
COMMUNITY RELATIONS COMMITTEE - Lee Haydu, Chair

Committee Report
Director Lee Haydu said that the main topic of discussion was traffic. Deanna Spehn from Toni Atkins’ office and Stephen Hill from Todd Gloria’s office were in attendance as well as the city of Solana Beach and Del Mar representatives and will work with the District to see how they can help. Director Haydu also said that she and other committee members hope to meet with members of the San Diego City Council to discuss Surf Cup not operating during the Fair. The plan is to come back to the Board and report on their progress on solving traffic issues.

PUBLIC COMMENT on Gun Show

- Rose Ann Sharp, NeverAgainCA.org thanked the Board for their efforts they put forth in investigating the Gun Show before making any decision.

GUN SHOW POLICY AD HOC COMMITTEE - Frederick Schenk, Chair

Director Frederick Schenk said that he and Director Lee Haydu have met several times and have begun to meet with staff. He and Director Haydu both attended the Gun Show. They will continue to do their due diligence and continue to meet with those who have a stake in this and will report back to the Board.

STRATEGIC PLANNING COMMITTEE - Pierre Sleiman, Chair

Director Pierre Sleiman reported that the committee had its first meeting. The committee’s goal is to build a framework or a lens to be able to evaluate new projects to make sure they are consistent with the Mission, strategic objectives and ensure that each projects will enhance the other as we build onto the future. The first task is to obtain input from the Board by asking “who are our stakeholders,” “why do we exist” and “what do we do.” Once the questions are answered the committee will then approach identified stakeholders for further input. Finally, the committee will craft a framework to evaluate projects and see what can be carried into perpetuity.

SUSTAINABILITY COMMITTEE - Don Mosier, Chair

Director Don Mosier said that their committee met on December 5 for the first time. Attending the meeting was Dustin Fuller, Supervising Environmental Planner and Krista Mays, Sustainability Coordinator. One of their goals would be to cut down the energy use, electricity use in particular. The other topic discussed was recycling of food waste and its challenges. Director Mosier said the committee will meet quarterly.

PERSONNEL COMMITTEE - Steve Shewmaker, Chair

Committee Report
President Shewmaker reported that the search for the Deputy General Manager position (Non-fair time) is coming to a conclusion and the selection should happen fairly quickly.

LEGAL COMMITTEE - Richard Valdez, Chair

Committee Report
There was nothing to report.
PUBLIC COMMENT

- Kathleen Lippitt, a public health practitioner, spoke on behalf of Coastal Communities Drug Fee Coalition gave an overview of the harmful effects of marijuana and CBD products.
- Kelly McCormick, a parent of two teenagers who runs a youth mentoring program said that the Good Life series will only promote the use of marijuana and marijuana products.
- Becky Rapp, a mother representing her daughter has concerns about the advertising of this event that it will send out messages of normalization of marijuana and will promote marijuana consumption.

DIRECTORS REQUESTS

Update Committee descriptions
President Shewmaker referred to pages 95-96 of the Board packet and asked the Committee chairs to update and/or create a description for their committee and send it to Donna O'Leary to update and send out to President Shewmaker and Vice President Valdez to review.

CLOSED EXECUTIVE SESSION
The Board adjourned to Executive Session at 3:20 p.m.

RECONVENE TO OPEN SESSION
The Board reconvened to Open Session at 3:49 p.m. and there was nothing to report.

ADJOURNMENT
There being no further business to discuss, President Shewmaker adjourned the meeting.

Timothy J. Fennell
Secretary/Treasurer
TJF: dmo – 12/11/18
EXHIBIT 18
Fwd: Hi. I f.'d up. In my desire to appease you on the RCS game thing I

Fwd: went against my word to Annie that she could be a part. I thought

Fwd: ent. 😞 😞 I'm sending Adam a note that we won't be able to book him

Fwd: after all. Can I say how much I HATE upsetting you! Hoping you'll

Fwd: think ny honor is worth more than A dam's participation.... gonna g

Fwd: o crawl in my hole now.
EXHIBIT 19
February 5, 2019

SENT VIA OVERNIGHT MAIL and VIA FAX to 858-755-7820

Steven Shewmaker, President
Timothy J. Fennell, Secretary/Treasurer and CEO/General Manager, Del Mar
Fairgrounds/Racetrack
22nd District Agricultural Association
Del Mar Fairgrounds
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

Re: Contract # 70001 with RCS – GDR (Ray Cammack Shows)

Dear Mr. Shewmaker and Mr. Fennell:

Our office represents Allstate 38, Inc., whose promised games locations at the 2019 San Diego County Fair were revoked when Contract # 70001 for cashless and ticketless rides and games was awarded to RCS without engaging in the competitive procurement process. We have two concerns: one related to the failure of the 22nd District Agricultural Association’s board to award this contract through a competitive procurement process as required, and the second related to our client who not only would have submitted a bid if the option were available but who was not invited back to offer its games to 2019 Fair attendees despite promises from Donna Ruhm of such an opportunity.

As one of the state’s district agricultural associations and an important contributor to our local economy, we are confident that your organization is generally aware of and compliant with situations which require a competitive bidding process before contracts are entered into. In fact, just last year the Board went through the competitive procurement process for cashless and ticketless rides and games and received at least two bids. Rather than conducting a similar process this year, RCS was granted a contract to provide skill games and a cashless/ticketless ride and game operation services at this year’s San Diego County Fair without any aspect of the required process being followed.

Our office has significant experience challenging local public entities in situations in which the competitive bidding process was required but not followed (see, e.g., the recent article published in the San Diego Union Tribune about a similar situation that led to a bench trial involving MTS which you can review at https://www.sandiegouniontribune.com/news/public-safety/sd-me-mts-trespass-suit-20190109-story.html), but we raise these concerns now in hopes of avoiding having to file litigation.
There are several reasons why existing statutes and board policies required your board to award the contract to RCS only after pursuing a competitive procurement process. State law and the district’s own policies require a competitive bid. Under Food and Agricultural Code § 4051(b)(1), the 22nd District Agricultural Association’s board is required to “incorporate the following to apply to contracts or procurement” by the association:

To ensure the fullest competition, the board shall adopt and publish competitive bidding procedures for the award of a procurement or contract involving an expenditure of more than one hundred thousand dollars ($100,000). The competitive bidding procedures shall include, but not be limited to, requirements for submission of bids and accompanying documentation, guidelines for the use of requests for proposals, invitations to bid, or other methods of bidding, and a bid protest procedure. ...

The RCS contract (which is attached here as Exhibit 1) is certainly a procurement contract subject to this provision as it reflects in multiple bullet points on page 2 what IT goods and services RCS will procure for the Fair pursuant to this contract. The “District’s share [of game gross from the cashless operations] will be” at least $600,000 according to the first page of this contract, making it a substantial procurement in exchange for significant revenue.

Of note, the Board’s Contracting and Formal Protest Policies and Procedures effective February 11, 2015 establish that the RCS contract should have been competitively bid. Those policies are attached here as Exhibit 2 and available online with the December 12, 2017 meeting minutes at http://www.delmarfairgrounds.com/pdf/2017/2017_12_12_Minutes.pdf. Section II (A) provides (as relevant here):

All purchases of...information technology goods and services....involving an expenditure in excess of $100,000.00....will be awarded pursuant to one of the competitive bidding procedures described below.

The RCS contract should have been subject to the competitive procurement process under this policy because the total value of the information technology goods and services provided in the contract is well more than $100,000. This is known because when the ticketless/cashless contract went through the competitive bidding process in 2018, the lowest bid was for $340,000. See Exhibit 3 hereto, which was among the documents provided in response to our prior public records act request. In addition, Allstate 38 paid $69,550 in rent last year for a handful of games
which was only a small fraction of the available game space, and according to the RCS contract, it is getting 80% of the game space at the Fair, a benefit with a value of well more than $100,000. Thus, the effective purchase price is well above the $100,000 requirement for purchases to require competitive bidding. This provision requiring competitive bidding procedures is subject to categorical exemptions and exceptions defined in sections III and IV of the policies, none of which apply to the RCS contract awarded. This RCS contract is well within the parameters of this requirement but was not awarded pursuant to any such procedure, meaning it was not properly awarded.

In addition, not competitively bidding this contract violates guidelines published by the state’s Division of Fairs and Expositions (of which the San Diego County Fair is a part because it is a “state designated fair”, see B&P Code §§ 19418 and 19418.1(22)). This organization has published its Contract Policy And Recommended Best Practices For Contracting By California Fairgrounds, a copy of which is available online at https://www.cdfa.ca.gov/Fairs & Expositions/Documents/CONTRACT POLICY AND RECOMMENDED BEST PRACTICES DOC 14Sept2010.pdf and attached here as Exhibit 4. As you can see, under “Fundamental Contracting Policies” at B is the following relevant policy:

Under any situation where the contract term is to be greater than one year, or is to grant a contractor an exclusive, or where there is known competition in the market place, the Fair recognizes sound public policy and therefore requires that all such contracts shall be competitively bid.

Emphasis added. As it relates to the RCS contract here, the San Diego County Fair knows of competition in the cashless/ticketless marketplace because just last year it issued and received at least two responses to Request for Proposal (RFP) 18-02 for “Ticketless Midway and Cashless Gaming” and knows of competition in the game operations marketplace because multiple entities have been supplying games to the Fair since it became an independent midway in the 1980s. Thus, the state’s fundamental contracting policies required that this contract be competitively bid, which it was not.

That the Fair Board went through the competitive bidding process last year in an attempt to secure this ticketless and cashless system but skirted the same process this year is particularly problematic due to the importance of competitive bidding, which stems from the California Constitution and more than 140 years of California Supreme Court precedent. As stated in
The purpose of requiring governmental entities to open the contracts process to public bidding is to eliminate favoritism, fraud and corruption; avoid misuse of public funds; and stimulate advantageous market place competition. [Citations, including Miller v. McKinnon, 20 Cal. 2d 83, 88 (1942).] Because of the potential for abuse arising from deviations from strict adherence to standards which promote these public benefits, the letting of public contracts universally receives close judicial scrutiny and contracts awarded without strict compliance with bidding requirements will be set aside. This preventative approach is applied even where it is certain there was in fact no corruption or adverse effect upon the bidding process, and the deviations would save the entity money. [Citations, including Miller v. McKinnon.] The importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements.

Id. at 456-57; see also Domar Elec., Inc. v. City of Los Angeles, 9 Cal. 4th 161, 175-76 (1994) (stating that “bidding requirements must be strictly adhered to in order to avoid the potential for abuse in the competitive bidding process”). As stated by one court, the “importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements.” Ghilotti Constr. Co. v. City of Richmond, 45 Cal. App. 4th 897, 907-08 (1996).

The Fair Board must follow state law, its own policy, and guidelines published by the state’s Division of Fairs and Expositions before allowing RCS or any other entity to provide the services which must be competitively bid for the good of the general public.

In addition to raising this for the good of the general public, we also must raise an issue as it relates to our client, Allstate 38. As you may not know, our client would have submitted a bid to provide the ticketless/cashless system, had it been given the opportunity.

Not only was it not given such an opportunity to bid, but after winning the Best Overall Game Award in 2017, Allstate 38 learned that it would not be invited back to offer its games to
2019 Fair attendees despite promises from Donna Ruhm to the contrary. Based on documents we received in response to our earlier public records act request, Ms. Ruhm was negotiating with RCS as early as September 4, 2018, when RCS proposed that it would provide this ticketless/cashless system in exchange for a contract for 100% of the carnival games (see Exhibit 5). RCS' September proposal would have violated the then-current general policy on space allocation for game operations, which limited game operators to a maximum of seven game locations. Subsequently, RCS agreed to accept 80% of the game locations as part of its proposed contract, which still exceeded the seven-game limit.

After convincing the Fair Board at its December 11, 2018 meeting to eliminate the game limit, Ms. Ruhm excluded many qualified game operators from an opportunity to apply for the remaining, unallocated 20% of the games for 2019. In years past, games vendors submitted applications to participate, but this year, Ms. Ruhm did away with the applications process entirely, instead unilaterally granting space to a select few. Incredibly, Ms. Ruhm promised Anne Kasti (who is RCS' games operations director) that she would receive some of the unallocated 20% of game locations, pushing RCS' total allocated game space to approximately 90% of this year's Fair.

As a result of this promise, Ms. Ruhm excluded Allstate 38 from the Fair, even after promising that our client would receive some of the 20% not allocated to RCS. On January 8,
2019, Donna Ruhm emailed our client the following:

Hi Adam,

I regret to let you know we won’t be able to book your equipment after all for the 2019 Fair. I failed to tell Tony that I had committed some of the allocated space and am now being held to my word.

I’m deeply regret my poor judgment in this matter. We’ll keep you posted for future participation.

Regards,

Donna Ruhm
Concessions Director | San Diego County Fair
22nd District Agricultural Association
2260 Jimmy Durante Blvd. | Del Mar, CA 92014
www.sdfair.com

A copy of this email is attached hereto as Exhibit 6 and confirms (through its use of the term “after all”) that Ms. Ruhm had previously promised Mr. West that Allstate 38 would return to offer its games at the 2019 San Diego County Fair. We are informed and believe that Ms. Ruhm also apologized to her colleague Tony Guadagno about this decision in the text string attached as Exhibit 7.

In reliance on Ms. Ruhm’s earlier promise that it would be granted game space at the 2019 San Diego County Fair, Allstate 38 purchased equipment and supplies and made its schedule for the 2019 fair season around this participation. Suddenly, Ms. Ruhm reneged on this promise, to Allstate 38’s financial detriment. While we do not want to have to litigate this breach of an oral contract in court, we will if we cannot satisfactorily resolve all of the issues raised in this letter.

As part of your analysis of the issues were are raising here, we also want to point out to you that Ms. Ruhm recently sent an email to other game operators from years past, implicitly acknowledging that the Fair should have but did not go through the competitive bidding process in selecting RCS to provide this ticketless/cashless service in exchange for giving the company
80% of the game locations, to the exclusion of those who had previously provided games in that space in the past. She wrote to them as follows:

Dear [name omitted],

As you are aware, the District has been seeking a company to provide a ticketless solution for the midway. The potential for increase in revenue such a system would bring is even more important than ever before for a variety of reasons, none the least of which is the continued decline in horse racing revenues. We are seeking new revenue opportunities including repurposing the Satellite Wagering facility, cutting costs, etc. but frankly, it’s a new day in Del Mar.

The bidding process for a cashless solution didn’t work out so well for us last year with only two respondents. Releasing another RFP is just not an option for us until there are more companies qualified to provide the service we seek. And so, when approached by RCS to utilize their system in exchange for the game operation in Del Mar the idea wasn’t readily dismissed.

I’m writing you today to let you know that we have in fact reached a ONE YEAR agreement with RCS as an independent operator albeit to provide 80% of the games. The remaining 20% amounts to 3 operators providing 4 games each.

I regret having to let you know that we will not be in a position to book your equipment for the 2019 Fair. This decision does not come without considerable angst on my part. I’m grateful over the course of my career, only a few times has the best interest of the Fair taken precedence over our valued vendors. Please don’t hesitate to reach out to Tony for further clarification.

We’ll keep you posted as to future participation. In the meantime, I wish you all the best.

Contrary to her statement above, it would have been “in the best interest of the Fair” for the required competitive bidding process to have been followed here. Thus, we ask that the Fair
Board revisit the RCS contract as well as Allstate 38’s invitation to participate in the 2019 Fair as a game operator.

Thank you.

Sincerely,

John S. Moot and Sarah Brite Evans
of
SCHWARTZ SEMERDJIAN
CAULEY & MOOT LLP

SBE:ac
July 12, 2019

Timothy J. Fennell  
CEO/Sec./General Manager  
Del Mar Fairgrounds Racetrack  
22nd District Agricultural Association  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014

Joshua M. Caplan, Esq.  
Office of the Attorney General  
600 W. Broadway, Suite 1800  
PO Box 85266  
San Diego, CA 92816-5266

Re: Allstate 38 Inc./Adam West

Dear Messrs. Fennell and Caplan:

I am writing this letter on behalf of Allstate 38, Inc. (hereinafter “Allstate”) who for many years has been the operator of games located at the San Diego County Fair at the Del Mar Fairgrounds. As you know, in 2019 the 22nd District Agricultural Association (hereinafter “the Del Mar Fair” or “District”) pursuant to a memorandum dated November 20, 2018 made significant changes in its operational policies. Historically, the Del Mar Fair has been an Independent Midway which limited any one licensee to 300 square feet for commercial space; two stand locations for food; and seven game locations for game operators consistent with similar policies for other Independent Midway fairs such as the two largest operating in Minnesota and Texas. Other fairs operate as a Single Contract Carnival for the midway awarded through a request for proposal (hereinafter “RFP”) process. The winning awardee has a single contract for all the rides, games and food and then can operate all or some of the booths and/or subcontract out to individual operators. Examples of such Single Contract Carnivals for their midways are the Orange County Fair and the California State Fair.

In 2019, the Del Mar Fair deviated from these two recognized methods of operation to a hybrid system in which a single game operator was awarded a virtual monopoly for 80% of the games. In exchange, the operator agreed to provide a cashless “fun pass” system which was used at the fair for the first time in 2019. This new hybrid approach eliminated “decades of old policy which allowed flexibility in filling spaces with qualified individuals and thereby maximizing revenue potentials to the District.” This new hybrid system presented the possibility and concern that “without proper oversight vendor selection monopolies could occur.”

The award of 80% of the games to the Ray Cammack Shows (hereinafter “RCS”), which implemented the new hybrid system, was done without going through any competitive procurement process such as the RFP process used in the Single Contract Carnival midways.

1 Quotes from November 20, 2018 memorandum to Timothy J. Fennell.
The change from an Independent Midway to a near monopoly awarded to a single game operator who was also the largest ride operator presents many policy issues worth reflecting on and worthy of analysis in light of the measurable performance standards for the 2019 Del Mar Fair. Two of the most significant of those policy considerations would be whether the operator of the cashless/fun pass system should also be permitted to be a ride and game operator where the rents for the rides are considerably higher than for the games with the potential for a conflict of interest between both receiving revenue from operating rides and games while at the same time monitoring and compiling electronic financial transactions by the same operator. The second policy consideration is whether 80% of the games should be awarded to a single operator without going through a competitive procurement process to ensure the District is getting the best financial results. The concern as expressed in the memorandum is the acknowledged possibility of monopolies occurring which might eventually lead to the opposite effect of reducing revenue by eliminating competition.

Given these changes and should the Board of Directors of the District choose next year to continue with this hybrid system, Allstate would like to submit a competitive proposal to operate the games in light of a technical evaluation of how the cashless/fun pass system worked and whether it increased or decreased revenues from the midway operations. Allstate had the number one and two best games based on gross revenue and three of the top 10 despite only operating five out of the 67 games. As such, Allstate is clearly a qualified, if not the best, game operator on the midway based on 2019 performance.

To conduct a balanced analysis of how the new cashless/fun pass system performed versus the 2018 system and to prepare a competitive proposal to operate games on the midway, Allstate would like to obtain the following information and data from the District. The final settlements and payments to vendors were made the day after the fair closed so the information requested should now be readily accessible. The information Allstate is requesting is as follows:

1. All of the 2019 individual game gross revenues and settlements/payments to the vendors, including the gross for each game.
2. All of the 2019 individual ride gross revenues and settlements/payments as well as all of the 2019 individual gross revenues and settlements for only the food operators on the midway.

This request is made in the spirit of gathering information to improve performance and allow for competitive proposals. To the extent the District deems necessary, you can consider this a request under the California Public Records Act.
By way of explanation, because of the cashless/fun pass system it is possible the gross revenues for the games versus the rides may have fluctuated from 2018 to 2019 and at least anecdotally it appears as if the gross revenues for rides were down. Gross revenues for the games were undoubtedly up but this may be due to the new and increased rent being charged in 2019. Additional information being requested is:

(3) The cost or dollar amount that it cost the fair to operate the cashless/fun pass system which would include the cost to sell the tickets including payroll for the ticket sellers, ambassadors to explain the cashless system, police for security for collecting the money from the ticket booths and accounting staff to handle the cash and credit card fees from the selling of tickets. These expenses would have been new given in previous years the vendors themselves handled the cash and the expense was not passed on to the District.

(4) The 2019 Workers’ Compensation policy for all the operators including the fun pass employees. The purpose of this information is to determine whether the “monopolistic tendencies” identified in the staff report might indeed be a factor. The current Del Mar Fair handbook states that there is to be no subcontracting and no misrepresentation of ownership in any way where money is shared which would be a violation. The Workers’ Compensation policy should show whether employees of any of the 20% of the games not operated by RCS were indeed “independent.”

In order to evaluate how the cashless/fun pass system performed and to analyze changes/improvements for 2020, Allstate would like to be provided with:

(5) All communications regarding its function and operations to determine if there are any identifiable problems with it that may have been pointed out by the users of the system. It was originally anticipated that the fair was supposed to run this new cashless system with a few technical people but again anecdotally it appeared as if there were as many as 40 people working on it. In order to understand and for other parties to submit bids on a cashless system, it is important to understand how the 2019 system operated, the number of employees needed to operate it and what, if any, glitches were encountered which might need to be addressed in a RFP for next year.

In this regard, Allstate also requests:
(6) Records regarding the profit and losses for the fun pass app, including the exact sales from the app and whether it accomplished its intended purpose to reduce the volume of live sales.

(7) Credit card settlements for the midway tickets and fun pass app.

When the games were all cash, it did not cost the District any money for people to play. Now that patrons buy tickets and use the app, people are using credit cards which has a fee to the District. When evaluating if the cashless system made the fair more money, one would need to know how much the fair paid in fees for the use of credit cards to buy tickets. In this same vein, Allstate would like to see and evaluate:

(8) The settlement on the midway revenue versus midway settlement totals which would identify the “breakage” which the fair retains as a source of revenue to the fair but a cost to customers who do not use all the tickets they have purchased.

Also being requested is:

(9) Security expenses for the midway ticketing system.

The fair handled around $4 million for the games that each of the individual operators handled internally last year. This year because of the cashless system the fair handled the money which would have increased expenses in security, accounting, transport to banks, bank cash fees and so on. This added expense would decrease any potential increases in revenue. It would likewise be important to know who incurred these additional expenses and in fact whether the fair incurred them which would be important to know for putting together a RFP for a cashless system next year. Also requested is:

(10) The scanner rental invoices and payments for the use of RCS scanner equipment.

By way of explanation, there was no RFP for a rental company to rent scanners to vendors. The vendors paid the fair and it appears the fair then paid RCS. Some of the vendors were allowed to use their own scanners and the people who did business with RCS had their own scanners and were allowed to use them. One of the factors that should be considered in a RFP for a cashless system would be whether or not vendors should be given the option to buy their own scanners which would be identified in the RFP instead of having to rent. The rental bill for Allstate alone was $4,500. It’s possible that a better and fairer system could be articulated in a future RFP that would treat all vendors equally.
(11) Any invoices for labor related to the cashless/fun pass ticketing system including payments made by the District to anyone connected with the cashless/fun pass system as well as any internal labor costs incurred by the District which would have been new this year because of the new system.

Lastly, Allstate would request:

(12) The top 25 game stock reports for the 27 days of the fair. All game operators were required to turn in daily stock reports and the issue arose as to whether each party was filling out these stock reports the same or whether different operators filled the stock reports out differently. Again, for future operations there should be a consistency in which all game operators fill out stock reports. This request should also include the stock invoices for all the companies from May 15 through July 3, 2019 to verify how the stock reports were done by all operators.

Allstate believes that with new policies and procedures there are always things to be learned which could lead to improvements in the ability to develop systems and operations that will allow the fair to continue to grow revenue and operate as one of the best in the country. These new ways of operating and new policies can and should be evaluated in a manner that would allow multiple parties to submit competitive procurement proposals for next year thereby ensuring that the fair continues to operate at the highest possible level. Allstate is prepared to submit such a proposal and as the fair’s most proven successful game operator it believes that if the foregoing information is provided it can submit a winning proposal in a fair and competitive process.

Very truly yours,

John S. Moot
of
SCHWARTZ SEMERDJIAN
CAUCHEY & MOOT LLP

JSM:Inc

cc: Richard M. Valdez, Vice-President, 22nd District Agricultural District
August 12, 2019

VIA ELECTRONIC MAIL AND U.S. MAIL

Frederick Schenk, Esq.
Chair, Fair Operations Committee
Del Mar Fairgrounds Racetrack
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

Email: fschenk@cglaw.com

Re: August 13, 2019 Agenda Item V A.1-2019 Fair Recap

Dear Messrs. Fennell and Schenk:

I am writing this letter on behalf of Allstate 38, Inc. (hereinafter “Allstate”) who for many years has been a game operator at the San Diego County Fair at the Del Mar Fairgrounds. This letter is in reference to item V A.1 on the August 13, 2019 agenda, Preliminary Recap of the 2019 San Diego County Fair. Mr. Adam West, the owner of Allstate 38, and myself will be present to address the issues in this letter and answer any questions the Board members may have.

As you know, in 2019 the 22nd District Agricultural Association (hereinafter “the San Diego County Fair” or “District”) pursuant to a memorandum dated November 20, 2018 made significant changes in its operational policies. Historically, the San Diego County Fair has been an Independent Midway which limited any one licensee to 300 square feet for commercial space; two stand locations for food; and seven game locations for game operators. This policy was consistent with similar policies for other Independent Midway fairs such as the two largest operating in Minnesota and Texas, as well as the Wisconsin and Iowa state fairs. Other fairs operate as a Single Contract Carnival for the midway awarded through a request for proposal (hereinafter ‘RFP”) process. The winning awardee has a single contract for all the rides, games and food on the midway. The awardee can then operate all or some of the booths and/or subcontract out to individual operators. Examples of such Single Contract Carnivals for their midways are the Orange County Fair and the California State Fair.

In 2019, the San Diego County Fair deviated from these two recognized methods of operation to a hybrid system in which a single game operator, Ray Cammaack Shows (hereinafter “RCS”), was awarded a near monopoly of 80% of the games without going through a
competitive procurement process. In 2018, the District did go out for a RFP for a cashless ticket system but after a protest was filed the RFP was cancelled. In exchange for 80% of the game operations, RCS agreed to provide a cashless “fun pass” system which was used at the fair for the first time in 2019. This new hybrid approach was awarded as a sole source contract with no RFP or other competitive procurement process. It eliminated “decades of old policy” ostensible to allow flexibility in filling spaces with qualified individuals and thereby maximizing revenue potentials to the District. As noted in the November 20, 2018 Board memo, this new hybrid system presented concern that “without proper oversight vendor selection monopolies could occur.” The award of 80% of the games and a new cashless system to RCS, which implemented the new hybrid system, eliminated free market competition in which other qualified companies were allowed to compete to maximize revenue to the District.

The change from an Independent Midway to a near monopoly awarded to a single game operator who was also the largest ride operator presents many policy issues worth reflecting on and worthy of analysis in light of the measurable performance standards for the 2019 San Diego County Fair. Allstate recommends that the District convene a workshop to go over how this hybrid system worked and invite the ride, game and food operators to provide input into this new hybrid system, its pros and cons, and if this is indeed the most appropriate policy direction for an Independent Midway or if new or different policies should be adopted for the 2020 Fair.

**Significant Policy Issues/Potential Conflict of Interest**

One of the most significant policy considerations would be whether the operator of the cashless/fun pass system should also be permitted to be a ride and game operator where the rents for the rides are considerably higher than for the games with the potential for a conflict of interest between the same vendor both receiving revenue from operating rides and games while at the same time monitoring and compiling electronic financial transactions used to pay themselves.

There are currently three cashless systems being implemented by Independent Midways operating at other state or county fairs. There is the barcode cashless system similar to the one used at the San Diego County Fair in 2019 used by the State Fair of Texas. The State Fair of Texas bought and owns its own cashless system thereby maintaining complete independence from the ride, game and food operators. This system relies on Wi-Fi technology which when interrupted can cause the system to go down. A second form of cashless system, the RFID system, relies on cell towers which is a potentially more reliable and less vulnerable system. The RFID cashless system is in operation at the Iowa State Fair. It is operated by a third party vendor.

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Monopoly Mission Creep

The November 20, 2018 memorandum that introduced the new hybrid system in addition to noting that it eliminated decades of old policy noted that “without proper oversight of vendor selection monopolies can occur.” The 2019 fair operations suggest that this “con” identified in the memo came true. Under this hybrid system, a near monopoly of 80% of the games was awarded to a single vendor, RCS. The 2019 settlements revealed that two game operators, Paradise Management, LLC and Roger Leavitt, were awarded settlements but were not on the approved list of independent game operators authorized by the Board.2 Records reflect that the owner of Paradise Management, LLC is Mark Leavitt who along with Roger Leavitt share the same name as the owners of RCS, Guy and Charlene Leavitt. Additionally, one of the four “independent” operators was JACA Ent. run by Ann Kastil, an employee of RCS, who also runs RCS’s game operations. The mission creep towards a monopoly which was never subject to a competitive procurement process appears to be occurring.

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This mission creep raises another significant policy consideration. Does monopolistic tendencies affect revenue to the District, and has the newly implemented cashless system that did not have a conflict of interest provision affect Fair revenues? It appears from preliminary reporting that the attendance at the 2019 Fair was down 2% with gross ride revenue down 6.2%, the lowest in four years. Gross game revenues excluding rent appear to have been flat. Publicly available financial information when analyzed may confirm or potentially modify the preliminarily available information.

In 2019, the rental rate for games was changed and produced a positive increase in Fair revenue. In 2018, game rental space was set at a flat rate of $335 a rental foot. In 2019, this rental rate was adjusted to be $335 a rental foot or 24.5% of gross revenue, whichever was higher. Gross game revenue came in at $4,080,000, which under the new 24.5% formula, increased Fair revenue from the rental of game space. Analysis of this new system of game operations demonstrates how monopolistic tendencies not subject to competitive procurement policies can affect revenues. Allstate was one of the four “independent” game operators who operated only five out of the 67 games. The number one and two best revenue producing games on the midway were run by Allstate. Allstate operated three of the top 10 despite only operating five out of the 67 games. Allstate’s number two ranked game outperformed the number three game by 19%. As a result, Allstate paid the highest rental rate of any game vendor in 2019 which under the 24.5% formula came to $808 a rental foot. RCS which operated along with its “affiliates” a near monopoly of the games paid the lowest of all the game vendors at around $380 a rental foot. Competition from an experienced game operator like Allstate produced more than double the rental rate than the single largest game operator.

These results demonstrating the benefits of competition versus a monopoly should not be surprising. Allstate is an experienced vendor operating games at 29 fairs all over the country. At the current Ventura County Fair, Allstate has eight of the top 12 games in operation while operating eight of the 27 games at that Fair. Allstate produces these results based on three generations of experience, knowledge and expertise with a sole focus on game operations.

Policy Initiatives to Prepare for 2020

Another significant policy consideration is whether indeed 80% of the games should be awarded to a single operator without going through a competitive procurement process to ensure the District is getting the best financial results. Should the District after a workshop and further analysis of publicly available financial data from 2019 nonetheless decide to continue with the
hybrid system, Allstate would be prepared to enter into an exclusive five-year game vendor contract guaranteeing revenue under the same rental structure as 2019 of $750,000 based on $335 a square foot or the 24.5% revenue whichever is greater. Given Allstate's proven track record which easily triggered the 24.5% revenue structure, this would increase game Fair revenue. In addition, Allstate would agree to a signing bonus well in excess of six figures which the District could use as it sees fit, potentially to buy or offset the cost of purchasing its own cashless system. Allstate would be willing to disclose the actual signing bonus in a sealed competitive bid process or if the District is going to, like last year, award 80% of the games without going through such a process, as part of a sole-source negotiation.

While Allstate is not directly involved in providing cashless systems, it does have much experience working in the cashless systems at the different fairs operating throughout the country. In this regard, the different cashless systems available and how they affect fair revenue should be evaluated as part of a workshop for a RFP for a cashless system. As previously indicated, Independent Midways typically avoid the potential conflict of interest between the cashless system operator also being a game and ride vendor. The District could also consider owning and operating the cashless system like the State Fair of Texas.

Analysis of how the 2019 cashless/fun pass system performed could also be analyzed in a workshop setting. A cashless system that operates using barcodes and Wi-Fi as well as the RFID system requires skilled technical people and it may be important to understand how the 2019 system operated, the number and payroll for employees needed to operate it and what, if any, glitches were encountered which would need to be addressed. Communications regarding the functions and operations can be analyzed to determine if there were any identifiable problems which may have been pointed out by the users of the system and could be addressed in a RFP.

Additionally, some costs of different cashless systems are "hidden" costs and include the cost to sell the tickets including payroll for the ticket sellers, ambassadors to explain the cashless system and police for security for collecting the money from the ticket booths and accounting staff to handle the cash and credit card fees from the selling of the tickets. These expenses would have been new given in previous years vendors handled cash and that expense was not passed on to the District. Likewise, while there are tremendous and well-known advantages to the cashless system as opposed to the individual operators handling it internally, there are additional expenses in security, accounting, transportation to banks and bank fees and it would be important in devising an RFP to determine whether a vendor incurred these additional costs or whether they were borne by the District. The Independent Midways operated at the Minnesota State Fair.

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4 The 2018 RFP was specific as to a RFID system as being the most state of the art. The 2019 system that was awarded as a sole source contract was the older barcode system.
and Wisconsin State Fairs using a cashless paper ticket system may not be incurring these additional fees which is something to be considered in evaluating the three currently available cashless systems for a RFP.

Conclusion

Allstate believes that with new policies and procedures there are always things to be learned which could lead to improvements in the ability to develop systems and operations that will allow the fair to continue to grow revenue and operate as one of the best in the country. These new ways of operating and new policies can and should be evaluated and equal consideration given to allowing multiple parties to provide input and submit competitive proposals thereby ensuring that the fair continues to operate at the highest possible level. Allstate is prepared to submit such a proposal and as a proven successful game operator it believes that by collaborating and working together with the District the Fair can continue to grow and prosper.

Very truly yours,

John S. Moot
of
SCHWARTZ SEMERDJIAN
CAULEY & MOOT LLP

JSM:Inc
Enclosures

cc: Richard M. Valdez, President, 22nd District Agricultural District
Joshua M. Caplan, Esq., Assistant Attorney General
Revise Licensee General Policy  
Commercial/Food/Games

To: Board of Directors  
Timothy Fennell

From: Donna Ruhm, Concessions Director

Date: November 20, 2018

Subject: Revision of Licensee General Policy eliminating limits on space allocation for commercial space, food stands and game operations.

Discussion / History:

Currently, general policy as described in the Commercial Licensee Handbook, the Food Vendor Licensee Handbook and the Midway Licensee Handbook state it shall be the policy of the 22nd DAA Board of Directors to limit any one licensee to: 300 square feet for commercial space; 2 stand locations for food; and 7 game locations for game operators.

When these policies were adopted well over 30 years ago, we had a very large pool of applications to select from. Over the course of the last few years, we have seen a dramatic decline in the number of qualified applications received. As current participants begin to retire and more shopping is conducted online, we anticipate the pool of applications to be depleted even more than it already has.

Additionally, and most importantly, current policy restricts the amount of space that can be assigned to a company who has proven their ability to maximize revenue opportunities for themselves and the District.

Pros:
Elimination of this decades old policy will allow flexibility in filling spaces with qualified individuals and thereby maximizing revenue potentials to the District.

Cons:
Without proper oversight of vendor selection monopolies can occur. However, District management will continue to strive to select qualified applicants offering a broad range of products/services who represent the high standard of operation required of a participant of the San Diego County Fair.

Fiscal Impact:
Potential increase in revenue with proven operators

Environmental Impact:
None

Recommended Action:
Revise licensee general policy to eliminate limitations on space allocation for commercial space, food stands and game operations.

Attachments:
None
### 2019 SAN DIEGO COUNTY FAIR
#### GAME CONTRACTS

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Contracts previously approved:

70001 RCS
EXHIBIT 3
Dear Ben,

From: Donna Ruhn

Subject: I. Proposal

Date: Thursday, November 8, 2018 10:59 PM

Clearly we both underestimated the value of the games. Without a selling of footage over the years has been a good
investment for some key rent. This percentage is the equivalent of independent food operations who are experiencing the
full effect of any game operation. Neither the investors nor licensing can justify anything less. I can only offer what she's been
able to do in the past. What else is there to do?

I thought it'd share with you:

Parking rent at 20% cuts a significant stake in the deal. We've not been able to come to an agreement on the rent on the land and in most
cases.

The rent set at $735,000 (plus) per year and that is at the top of the market. I've talked to the increase of 4% would bring that number
up to $760,000. Picking a line at a conservative 1% per year, you'd see that a cashless lottery game gets now in
2018 would be $10,750,000 in the first year. With 90% of games, I'd expect to get $9,745,000 (less 2.5%
paid to operators) and $1,000,000 for the first year.

I feel it would be a shame like that. The operators. No wonder there isn't an interest to play Del Mar (we'll
go on record saying a percentage it is to come to an agreement). Then would be more in-line with a 40%
percentage in the early years and 50% in the later years. The million factoring in the 2% increase for the number of days plus 15%
makes a lot of sense. After all, is who's ready to win? All of that is really interesting but not necessarily relevant to
the current issue.

In closing:

Yearly revenue from games
- $1,000,000 (30% of $1,000,000
- $750,000 (30% of $750,000

Donna Ruhn

My very best regards,
Donna
August 29, 2019

Via Electronic Mail Only

Katie Mueller
Chief Operating Officer
22nd District Agricultural Association
Del Mar Fairgrounds
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

Re: Del Mar Fair Recap on September 10, 2019

Dear Ms. Mueller:

I did not get a chance to meet you at the last meeting of the Board of Directors of the 22nd District Agricultural Association when I spoke along with Adam West on behalf of Allstate 38, Inc. (“Allstate”). I did note you are Chief Operating Officer (Fairtime Operations) at Del Mar and probably the best person to be contacting about fair operations in 2020 for the midway. I understand from last month’s meeting that the September meeting will have a recap regarding the fair operations for 2019. Allstate would like to address issues regarding the changes in 2019 and if and how they affected operations. As you know, there were some very significant changes that came up late in the process last year. Those changes, the issues they potential raised, and how things might proceed in 2020 are summarized in the letter I sent to Mr. Schenk (copy enclosed). We would like the letter included in the Board packet for the meeting and some extra time to present the issues from the perspective of a long time game operator at Del Mar who participates in fairs all across the country, who wants to continue the relationship with Del Mar, and hopefully find systems that increase revenue on the midway.

From Allstate’s perspective, it is important to know earlier rather than later if the hybrid system of 2019 will remain in place or if Del Mar will go back to the Independent Midway system or some other variation. If 80% or some other percentage of the games are to be awarded to a single vendor for 2020, Allstate would like the opportunity to offer a proposal and participate in either a competitive procurement process for that, or if it is going to be a sole source contract like 2019, to offer and negotiate a proposed contract which would include a significant signing bonus that the fair operations could use as they see fit, possible to purchase their own cashless system.

Allstate believes it might be helpful to go over plans for 2020 in a workshop setting where food, game and ride operators are invited to review how the new systems worked in 2019.
They can exchange ideas and collaborate with fair operations on how 2020 will proceed so early on everyone will know the ground rules and be given an equal opportunity to participate. For purposes of the September meeting, there is some information that would be helpful to know in advance, some of which fell within what we understood was a response to the earlier request that was treated as a PRA request:

1. 2018 midway food revenue.

2. 2019 midway food revenue.

3. Any contracts that give special consideration on the rent for ride, food and game operators. Anecdotally, there has been talk of different deals where a sky ride only pays 25% while all other rides pay 48% and there is a food stand that mainly services employees that has a different rate which might affect whether, for example, the food revenue grossed around $50,000 or $100,000 plus.

4. Communications between fair staff at state fair of Texas, Minnesota state fair, Wisconsin state fair, Iowa state fair and Ventura County fair about their policies and operations or other independent cashless midways. Operators were told staff might be reaching out to them on some of their policies and experience with the cashless system.

5. 2018 total carnival ticket sales.

6. 2019 total carnival ticket sales.

7. What the breakage was under the cashless system. Breakage is the dollar amount of tickets that people leave the fair with – the fair keeps this money not used by the customer. Operators do not get compensated for these sales and this breakage may have varied from the previous years. The information provided in the PRA only showed total ticket redemption settled with operators not total ticket sales.

8. 2019 game applications. In the past, the fair sent game applications out in November before the annual meeting at the IAFE trade show. It appeared this was handled differently and may have affected the number of applications received.

9. Stock (merchandise) invoices from all the game operators. An issue arose mid fair with regard to if all game operators were filling out stock invoices the same so there was a proper comparison between operators.
10. Drug testing and random drug testing results by operators. In 2018, Allstate had 20 plus random drug tests, but in 2019 there was only one. Drug testing seems to be a good policy and it’s not clear if or why there were changes.

11. ID badge list for all ride and game operators. As mentioned in the letter, there were settlements to two game operators not list approved by the Board. It is not clear how this occurred, but the badge list might shed some light on this. Along these same lines, also game contracts for all operators.

12. All risk insurance purchased for fun pass electronic ticketing system.

Allstate appreciates the previous and thorough responses to its requests on August 16th and the opportunity to review them. Hopefully these additional requests can be accommodated without too much additional effort.

Sincerely,

[Signature]

John S. Moot
of
SCHWARTZ SEMERDJIAN
CAULEY & MOOT LLP

JSM:Inc
Enclosure
August 12, 2019

VIA ELECTRONIC MAIL AND U.S. MAIL

Frederick Schenk, Esq.
Chair, Fair Operations Committee
Del Mar Fairgrounds Racetrack
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
Email: fschenk@cglaw.com

Timothy J. Fennell
CEO/Sec./Treas./General Manager
Del Mar Fairgrounds Racetrack
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
Email: tfennell@sdfair.com

Re: August 13, 2019 Agenda Item V A.1-2019 Fair Recap

Dear Messrs. Fennell and Schenk:

I am writing this letter on behalf of Allstate 38, Inc. (hereinafter “Allstate”) who for many years has been a game operator at the San Diego County Fair at the Del Mar Fairgrounds. This letter is in reference to item V A.1 on the August 13, 2019 agenda, Preliminary Recap of the 2019 San Diego County Fair. Mr. Adam West, the owner of Allstate 38, and myself will be present to address the issues in this letter and answer any questions the Board members may have.

As you know, in 2019 the 22nd District Agricultural Association (hereinafter “the San Diego County Fair” or “District”) pursuant to a memorandum dated November 20, 2018 made significant changes in its operational policies. Historically, the San Diego County Fair has been an Independent Midway which limited any one licensee to 300 square feet for commercial space; two stand locations for food; and seven game locations for game operators. This policy was consistent with similar policies for other Independent Midway fairs such as the two largest operating in Minnesota and Texas, as well as the Wisconsin and Iowa state fairs. Other fairs operate as a Single Contract Carnival for the midway awarded through a request for proposal (hereinafter “RFP”) process. The winning awardee has a single contract for all the rides, games and food on the midway. The awardee can then operate all or some of the booths and/or subcontract out to individual operators. Examples of such Single Contract Carnivals for their midways are the Orange County Fair and the California State Fair.

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2 Game revenues after accounting for the rent increase may have been down as well. When negotiating the rent with RCS for 80% of the games, staff estimated game revenue under the new system to be $5 million. See, Exhibit 3.
hybrid system, Allstate would be prepared to enter into an exclusive five year game vendor contract guaranteeing revenue under the same rental structure as 2019 of $750,000 based on $335 a square foot or the 24.5% revenue whichever is greater. Given Allstate’s proven track record which easily triggered the 24.5% revenue structure, this would increase game Fair revenue. In addition, Allstate would agree to a signing bonus well in excess of six figures which the District could use as it sees fit, potentially to buy or offset the cost of purchasing its own cashless system. Allstate would be willing to disclose the actual signing bonus in a sealed competitive bid process or if the District is going to, like last year, award 80% of the games without going through such a process, as part of a sole-source negotiation.

While Allstate is not directly involved in providing cashless systems, it does have much experience working in the cashless systems at the different fairs operating throughout the country. In this regard, the different cashless systems available and how they affect fair revenue should be evaluated as part of a workshop for a RFP for a cashless system. As previously indicated, Independent Midways typically avoid the potential conflict of interest between the cashless system operator also being a game and ride vendor. The District could also consider owning and operating the cashless system like the State Fair of Texas.

Analysis of how the 2019 cashless/fun pass system performed could also be analyzed in a workshop setting. A cashless system that operates using barcodes and Wi-Fi as well as the RFID system requires skilled technical people and it may be important to understand how the 2019 system operated, the number and payroll for employees needed to operate it and what, if any, glitches were encountered which would need to be addressed. Communications regarding the functions and operations can be analyzed to determine if there were any identifiable problems which may have been pointed out by the users of the system and could be addressed in a RFP.

Additionally, some costs of different cashless systems are “hidden” costs and include the cost to sell the tickets including payroll for the ticket sellers, ambassadors to explain the cashless system and police for security for collecting the money from the ticket booths and accounting staff to handle the cash and credit card fees from the selling of the tickets. These expenses would have been new given in previous years vendors handled cash and that expense was not passed on to the District. Likewise, while there are tremendous and well-known advantages to the cashless system as opposed to the individual operators handling it internally, there are additional expenses in security, accounting, transportation to banks and bank fees and it would be important in devising an RFP to determine whether a vendor incurred these additional costs or whether they were borne by the District. The Independent Midways operated at the Minnesota

4 The 2018 RFP was specific as to a RFID system as being the most state of the art. The 2019 system that was awarded as a sole source contract was the older barcode system.
and Wisconsin State Fairs using a cashless paper ticket system may not be incurring these additional fees which is something to be considered in evaluating the three currently available cashless systems for a RFP.

Conclusion

Allstate believes that with new policies and procedures there are always things to be learned which could lead to improvements in the ability to develop systems and operations that will allow the fair to continue to grow revenue and operate as one of the best in the country. These new ways of operating and new policies can and should be evaluated and equal consideration given to allowing multiple parties to provide input and submit competitive proposals thereby ensuring that the fair continues to operate at the highest possible level. Allstate is prepared to submit such a proposal and as a proven successful game operator it believes that by collaborating and working together with the District the Fair can continue to grow and prosper.

Very truly yours,

John S. Moot
of
SCHWARTZ SEMERDJIAN
CAULEY & MOOT LLP

JSM:Inc
Enclosures

cc: Richard M. Valdez, President, 22nd District Agricultural District
Joshua M. Caplan, Esq., Assistant Attorney General
To: Board of Directors
    Timothy Fennell

From: Donna Ruhm, Concessions Director

Date: November 20, 2018

Subject: Revision of Licensee General Policy eliminating limits on space allocation for commercial space, food stands and game operations.

Discussion / History:

Currently, general policy as described in the Commercial Licensee Handbook, the Food Vendor Licensee Handbook and the Midway Licensee Handbook state it shall be the policy of the 22nd DAA Board of Directors to limit any one licensee to: 300 square feet for commercial space; 2 stand locations for food; and 7 game locations for game operators.

When these policies were adopted well over 30 years ago, we had a very large pool of applications to select from. Over the course of the last few years, we have seen a dramatic decline in the number of qualified applications received. As current participants begin to retire and more shopping is conducted online, we anticipate the pool of applications to be depleted even more than it already has.

Additionally, and most importantly, current policy restricts the amount of space that can be assigned to a company who has proven their ability to maximize revenue opportunities for themselves and the District.

Pros:
Elimination of this decades old policy will allow flexibility in filling spaces with qualified individuals and thereby maximizing revenue potentials to the District.

Cons:
Without proper oversight of vendor selection monopolies can occur. However, District management will continue to strive to select qualified applicants offering a broad range of products/services who represent the high standard of operation required of a participant of the San Diego County Fair.

Fiscal Impact:
Potential increase in revenue with proven operators

Environmental Impact:
None

Recommended Action:
Revise licensee general policy to eliminate limitations on space allocation for commercial space, food stands and game operations.

Attachments:
None
<table>
<thead>
<tr>
<th>Game Contracts</th>
<th>Center</th>
<th>Lineup</th>
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| **2019 San Diego County Fair**

**Center**

<table>
<thead>
<tr>
<th>Center</th>
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</table>
| **70002 All State 38, Inc**
Adam West
512 W MLK Jr Blvd Unit 313
Austin, TX 78705
763-232-2305
| Bottle Up
Bottle Up
Duck Pond-K
Short Range Basketball - K
Water Race
| 32 x 14 |
| **70003 Big T**
John Taggart
6645 View Park CT
Riverside CA 92503
951-358-8444
| Water Race Balloon
Spyro Water
Clamshell Basketball
| 20 x 8 |
| **70004 Jaca Ent.**
Ann Kastl
3502 E Equestrian Trail
Phoenix AZ 85044
602-763-3188
| Kid Toss
Rising Water
Beer Bust
| 32 x 16 |
| **70005 Paul’s Concessions**
Paul Nemeth
24719 Player Oaks
San Antonio TX 78260
210-602-2244
| Basketball
Grab Bag
Balloon Pop
Gold Fish
| 20 x 16 |

Contracts Previously Approved

70001 IRCs
EXHIBIT 3
Donna Rumm

From: Donna Rumm
Sent: Thursday, November 28, 2018 1:09 PM
To: 
Subject: d. Proposal

Hi Bob,

Clearly, we've underestimated the value of the games without a proper testing of footage over the years. I've been in production for 25 years. This percentage is only a fraction of the independent food operators. I've been exporting more than any game operation. As the current contract for the movie can justify anything less. I'm sorry for the rate she's been at less than 25% for the last few months. That's not sustainable.

I thought I'd share with you my views.

Factoring rent at 20% puts us in line with the rest of the 10% of the food operators. I've been looking into the cost of building new facilities from event to event. My guess is we'll need to build at least one new facility. With rent on the increase in most cases.

The amount of $735,000 at 20% is $262,000, and the total add up to $997,000. In 2019, with an additional day in the year. If we are to look at the cost of the 2% increase in the cost of the increase, we could get the number to $53,000,000. For the year, we could look at the conservative 2% increase in all, and the cost is $2,000,000. We're going to gain $3,450,000 less 25% rent. 25% of $2,000,000 is $500,000 for the first year.

This is money that the food operators can get. No wonder there so much for you to play Del Mar (we'll need to do better in-line with a 40% increase in the current performance, and then the 2% increase in the 2% increase in the number of days plus 15% for the year). The $3,250,000,000 is for the $3,500,000 (80% of 950,000)

It's all about the cost of production at the midway. It doesn't seem as though the percentage you would be paying would reflect this. Honestly, if it did, wouldn't you have been forced into a higher side percentage.

My very best regards,

Donna.
October 3, 2019

VIA ELECTRONIC MAIL AND U.S. MAIL

Richard M. Valdez, Esq.
Sandler Lasry Laube Byer & Valdez
402 W. Broadway, Suite 1700
San Diego, CA 92101
Email: rvaldez@slbv.com

Frederick Schenk, Esq.
Casey Gerry Schenk Francavilla Blatt & Penfield LLP
110 Laurel Street
San Diego, CA 92101-1486
Email: fschenk@cglaw.com

Re: San Diego County Fair

Dear Messrs. Valdez and Schenk:

Allstate 38, Inc. ("Allstate") received the attached email from Mike Ceragioli, State Contracts Manager, advising that the 22nd District Agricultural Association ("District") expects in early October to release a Request for Proposal ("RFP") for a complete digital ticketing system and carnival game operation. This RFP proposes a multi-year contract for a complete digital ticketing system to be utilized exclusively for all rides and games at the San Diego County Fair and is to include a contract to manage the entire carnival game operations. I understand Mr. Valdez is the chair of the contracts committee and Mr. Schenk chair of the Fair Operations committee. Allstate would like to meet with both of you separately or together to discuss this proposed RFP.

As you know, I sent two letters to the Board outlining Allstate's concerns with the hybrid system adopted in 2019 and which now appears to have been adopted for 2020. As pointed out in the letters, what is being proposed in the RFP is a significant policy departure from past practices. I do not see from the agenda items that these policy decisions were discussed at a Board meeting prior to the proposed RFP. These decisions include whether the San Diego Fair will no longer be an independent midway, but also not be a single contract midway. This departure from past practices had the effect of eliminating several long-standing and small business operators of games from being included in the fair in 2019.

The RFP outlined in the attached email does not address the conflict of interest in the operator of the cashless system, who will account for revenue and disbursements to ride and game operators, also being a recipient of monies which they are in charge of collecting and accounting for. No other fair that Allstate is aware of permits such a conflict of interest and clearly separates the operator of the cashless system from the entity also receiving revenue from...
game operations. The RFP also adopts an assumption that it is cost prohibitive for the District to purchase or lease its own system. This is likely not true and some game operators in exchange for a multi-year contract, like Allstate, would be willing as part of a signing bonus to pay money from which the Fair could purchase one.

It appears that someone other than the duly appointed public members of the Board made these policy decisions without them being discussed in an open, noticed hearing in which the affected parties were allowed to provide input. Moving from an independent midway to an untested hybrid system in which revenue for rides was down 6% and revenue for game operations were flat except for a rent increase, is a significant decision that should not be made behind closed doors.

It is also not clear from the notice whether the RFP will allow the party who obtain the rights to implement the cashless system and operate 80% of the games without going through a competitive procurement process last year, will be allowed to respond to the 2020 RFP. This party has an unfair built-in advantage and is privy to nonpublic information such as the number of people needed to operate the system and the costs associated with operations and the extent to which fair operations picks up some of the associated costs. This creates the appearance that someone has decided to steer the RFP to a particular company who even last year manipulated the system to actually operate more than the 80% of the games awarded to them in a sole-source contract. Also, not apparent from the notice is whether parties who participated in the drafting of the RFP were bound by appropriate conflict of interest provisions which precluded them from contacting and meeting with persons who plan to submit proposals.

The Board was warned in an informational memorandum prior to the 2019 implementation of the hybrid system of the danger that this policy departure could lead to a monopoly of game operations which now appears to have in fact occurred with no policy input from the Board or the affected vendors and/or public. Without a Chinese wall in place that prohibits and disqualifies proposers who have met or communicated with any person who participated in the drafting of the RFP, the situation is ripe for fraud and abuse.

Perhaps the three minutes allowed to address these issues at the meetings is insufficient to relay the importance of these concerns. As such, Allstate would like to meet with you and staff, if you feel you want them present, to discuss the RFP and the importance of having the Board at a public hearing discuss, debate and decide the policy issues inherent in the RFP before it becomes a fait accompli like decision to award 80% of the games to a single vendor last year.
without any advanced warning or discussion with many of the long-standing vendors and partners who were excluded from participating in last year's fair. Please me know when a convenient time might be to meet and discuss these matters.

Very truly yours,

John S. Moot

of

SCHWARTZ SEMERDJIAN
CAULEY & MOOT LLP

JSM:Inc
Enclosure

cc: Joshua M. Caplan, Esq., Assistant Attorney General
Sent from my iPhone

Begin forwarded message:

From: "Concessions Department" <ConcessionsDept@sdfair.com>
Date: October 1, 2019 at 11:44:10 AM CDT
To: ALLSTATE38INC@HOTMAIL.COM
Subject: Notice of Intent /SDCF

To: Carnival Game Providers
Date: September 30, 2019

This email is notify you that the 22nd DAA expects in early October to release a Request for Proposal for a complete digital ticketing system and carnival game operation.

Because it would be cost prohibitive for the District to purchase or lease its own complete digital ticketing system, the 22nd DAA intends to award a multi-year contract to an individual or entity for the purpose of providing, at no cost to the District, a complete digital ticketing system to be utilized exclusively for all rides and games at the San Diego County Fair and to provide and manage the entire carnival game operation.

During the 2019 San Diego County Fair, Fair customers were very pleased with the use of a cashless ticket system. The 22nd DAA’s continued use of a complete digital ticketing system will ensure great customer service for our customers and provide our fairgoers with a great fair experience.

The contact information for a copy of the RFP when it becomes available is:
Mike Ceragioli - State Contracts Manager
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
Del Mar, CA 92014
T: (858) 792-4263
F: (858) 794-1043
E: mceragioli@sdfair.com

NOTE: 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 District officers and employees concerning this RFP shall not be binding on the State, shall not be considered by the State in reviewing or scoring a response to this RFP, and shall not excuse the Proposer for failing to meet each and every obligation set forth in the RFP.
October 11, 2019

VIA ELECTRONIC MAIL AND U.S. MAIL

Mike Ceragioli
22nd DAA Contracts Manager
22nd District Agricultural Association
Administration Building
2260 Jimmy Durante Boulevard
Del Mar, CA 92014-2216

Re: RFP 19-14

Dear Mr. Ceragioli:

I am writing this letter on behalf of Allstate 38, Inc. (hereinafter "Allstate") who has reviewed in conjunction with our office RFP 19-04 for a Digital Ticketing System and Carnival Operations for the San Diego County Fair Midway. After reviewing the RFP, it is our conclusion that it is prepared in such a manner that only the party who was awarded this contract last year in a sole-source contract that did not go through a competitive procurement process can or will be awarded the contract. By separate letter to follow, we will be sending you a formal protest letter.

This letter is written pursuant to the provisions of sections 4.1 Errors, and section 2.5 Written Requests for Additional Information. Section 4.1 provides that if a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer shall immediately notify the 22nd District Agricultural Association ("22nd DAA") of such error in writing. The General Information section asserts that it would be cost prohibitive for the 22nd DAA to purchase or lease its own complete Digital Ticketing System. This is an error. On March 22, 2018, you awarded to Magic Money a contract for a Ticketless Midway and Cashless Games in the sum of $372,600.99. If 22nd DAA could afford such a system in 2018 as demonstrated by this award, it is in error to state it would be cost prohibitive in 2020. In a recent article in the San Diego UT, it is reported that the 22nd DAA’s financial disclosures show it received $9.42 million in fair admissions for the 2019 Fair. Surely, if the 22nd DAA could afford the ticketless system in 2018 and received in 2019 $9.42 million in fair admissions, it is not cost prohibitive to incur the expense in 2020.

Additionally, throughout the RFP there is reference to the San Diego County Fair being an Independent Midway. This is an error. Based on a memorandum written to the Board of Directors, the previous limitations on space allocation for commercial space, food stands, and
game operations were eliminated in 2019 following which 80% games were awarded to a single vendor. As such, the San Diego County Fair is in fact no longer an Independent Midway and the RFP confirms this by proposing to award 100% of the games to a single vendor in 2020. The hallmark of an Independent Midway is that it limits space and provides for multiple game and ride vendors to receive contracts so the Fair operations can promote competition and ensure the best operators. The foregoing errors should be corrected and the RFP reissued.

The RFP also contains a significant omission. The RFP fails to disclose that one of the likely responders was awarded a pre-negotiated contract to supply the same Digital Ticketless System and Carnival Operations last year in exchange for 80% of the games. The particulars of that contract, the information used to price that contract, and fees generated from the rides and games are exclusively known by this party and no other potential bidders. Disclosing this fact is necessary so all responders are on a level playing field. Potential responders may be unaware of the fact they are competing with someone who had the contract last year which was acquired without having to go through a competitive procurement process and has inside information that has not been disclosed in the RFP.

Additionally, there is an ambiguity with respect to a Proposer and if only someone who submits a proposal may file a protest. Based on the way the RFP is written, it appears as if only someone who submits a response to the RFP can protest the award. However, because the RFP is drafted in a way there is only one company that can actually win the RFP, does someone like Allstate have to incur the expense of submitting a proposal it knows it cannot effectively compete for and win? Under the terms of the RFP, can a party who otherwise would have competed and who filed a protest in advance of the award be allowed to then challenge the award when approved by the 22nd DAA. This ambiguity needs to be clarified because before filing a Writ of Mandate or action for Declaratory Relief a party would have to exhaust its administrative remedies. Upon considering this issue, could you please let potential responders know by October 18, 2019 if they must submit a proposal in order to contest the eventual award or extend the time to submit a proposal for the 22nd DAA to consider this issue? If submitting a proposal is required, we would ask the RFP be amended to permit any party who filed a protest in advance of the award date to be considered to have exhausted its administrative remedies and have standing to challenge the legality of the RFP in court.

With respect to provision 2.5, Allstate has the following questions. What person(s) will be scoring the RFP and do they have to have technical knowledge on how Digital Ticketing Systems operate and are evaluated? Will someone scoring the RFP be considered to have a conflict of interest if they have had pre-award contact with a proposer and/or participated in the preparation of the RFP? Specifically, will any person who participated in the negotiation of the sole-source contract last year be allowed to score this year’s RFP? Also, why was a "Circle of Excellence" considered a desired qualification? Such a certificate is given to anyone who pays a
fee and many companies including digital ticketing providers have no reason to pay the money for the certificate.

Additionally, why was the RFP linked only to game operators as opposed to other carnival operations such as rides or food? In effect, the RFP requires game operators to subsidize and provide a Digital Ticketing System free to the ride operators since this aspect of the RFP must be provided "free" when in fact there are costs associated with providing Digital Ticketing Systems which has to be absorbed by game operators who might have to partner with a digital ticketing company that also does not own games. What efforts or considerations were made with respect to requiring a link between game operators and a Digital Ticketing System as opposed to ride operators who generate more gross revenue and are better able to absorb the "free services?" How was it determined the costs of the Digital Ticketing System should not be borne by all the users of it, including the public, if indeed the 22nd DAA did not want to incur the cost?

What other Independent Midways permit the operator of a ticketless system to also be a recipient of proceeds generated by such a system? Has the California Department of Food and Agriculture reviewed and approved this aspect of the RFP and determined that it properly meets the State's standards for internal controls? Is all the information collected and disseminated by the awardee of the RFP subject to the Public Records Act or does it become the proprietary information of the awardee such that they can use the information to compete against private vendors in other locations or to compete with other ride vendors in future years? For example, Allstate had by far the largest grossing "bottle up" game at the 2019 fair and previously, and until one of its competing vendors was awarded the Digital Ticketing System, this fact and the gross revenue it generated would have been known only to Allstate. After the San Diego County Fair closed, the vendor who became aware of this information from operating the Digital Ticketing System copied the Allstate bottle up game at another fair. Please describe how and to what extent an awardee of the RFP can use information it learns from operating the Digital Ticketing System to compete in other venues or for other aspects of the Midway and what procedures or internal controls are in place to see that this cannot occur if it is prohibited?

What specific equipment, including servers and other hardware, were used by the awardee of the 2019 contract, what was the number of employees that were used to perform the 2019 contract, what was their total payroll and how many of the workers were utilizing H-2-B visas as opposed to being U.S. Citizens? Describe all indirect costs absorbed by the awardee of the 2019 contract as opposed to indirect costs incurred by the 22nd DAA? Who incurred the cost for the security for the operations of the 2019 contract as they related to the digital ticketing aspect and the transportation of any cash or proprietary financial information? What profit after expenses did the awardee of the 2019 contract make? What did the awardee of the 2019 contract spend for the secure wireless hardwired network used in the award of the Digital Ticketing
System and 80% of the games last year? What did the awardee of the 2019 contract spend for the secure hardwired POS system and how many sellers were required? Why was it required the POS system be able to integrate current barcodes used at the 2019 San Diego County Fair? What cost did the 2019 contract awardee spend for their POS system kiosks? What did the awardee of the 2019 contract pay for the digital ticket sales booths? What did the 2019 contract awardee pay for the wireless scanners for the carnival rides and carnival games? What was the cost for the 2019 awardee of the customer booths, including the staffing of those booths during all hours of the Fair’s midway operations?

Why did 22nd DAA deviate from the technical requirements of the 2018 Digital Ticketing System and what investigation was made to determine that the RFID system would not meet the technical requirements of the RFP for 2020?

We look forward to a prompt response to these questions, especially whether someone who protests the award in advance of the award date still has to submit a proposal in order to exhaust its administrative remedies. As to the timeline with the submission proposal, we would also ask that those timelines be extended so that all responders have adequate time to review the answers set forth herein and all be on the same level playing field of the 2019 awardee such that they can submit a competitive proposal.

Sincerely,

John S. Moot
of
SCHWARTZ SEMERDJIAN
CAULEY & MOOT LLP

JSM:Inc

cc: Joshua M. Caplan, Esq., Deputy Attorney General
EXHIBIT 22
November 22, 2019

Messrs. Ceragioli and Casarez:

On October 21, the 22nd DAA responded to Requests For Additional Information to RFP 19-04. In response to Question 28, the 22nd DAA stated only someone who submitted a Proposal may file a protest. Allstate 38, Inc. (“Allstate”) submitted a Protest Letter on October 21, 2019. Allstate has delivered the original of the attached Proposal so as to comply with this requirement and comply with the requirement to exhaust administrative remedies. By submitting a Proposal, Allstate is not conceding any issues raised in the Protest Letter. Allstate is submitting the Proposal because it was required by your response to Question 28.

Sincerely,

John S. Moot
of
SCHWARTZ SEMERDJIAN
CAULEY & MOOT LLP

JSM:Inc
Enclosure
EXHIBIT 23
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<tr>
<td></td>
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| Admissions - Fair         | 9,390,124  | 9,306,460 |
| Admissions - Concerts     | 2,077,562  | 1,701,442 |
| Entry Fees                | 454,955    | 466,778   |
| Carnival Games/Space Rental| 4,144,560 | 1,036,330 |
| Carnival Rides            | 10,023,676 | 10,692,995 |
| Commercial Space          | 3,725,037  | 3,635,433 |
| Concessions - District Rent Share | 4,016,053 | 4,203,075 |
| Food & Beverage           | 5,763,784  | 5,100,947 |
| Facility Rentals          | 402,894    | 431,192   |
| Reimbursement Costs       | 96,563     | 103,759   |
| Sponsorships              | 2,360,390  | 2,303,420 |
| Parking                   | 4,402,580  | 4,133,911 |
| Merchandise               | 268,416    | 332,865   |
| **Other                   | 117,459    | 163,286   |

| Total Revenue             | $47,453,651 | $43,611,893 |
|                          |            | $42,309,356 |
|                          |            | $40,437,291 |
|                          |            | $37,631,599 |

| Payroll Related & Benefits & Contracted Labor | 11,639,473  | 11,120,422 |
| Advertising               | 920,085     | 929,976    |
| Carnival Rides/Games Owner Split | 8,434,556 | 5,449,633 |
| Entertainment & Show      | 4,313,833   | 3,846,885 |
| Food & Beverage           | 2,876,890   | 2,271,619 |
| Repairs & Maintenance     | 71,481      | 72,785    |
| Equipment Rental          | 834,777     | 791,232   |
| Transportation            | 371,967     | 343,651   |
| Insurance                 | 430,890     | 466,446   |
| Printing                  | 381,904     | 401,706   |
| Prices/Profits            | 434,292     | 462,751   |
| Professional Services     | 1,756,910   | 1,714,464 |
| Contract Security & Ambulance | 1,765,708 | 1,649,418 |
| Supplies                  | 713,591     | 747,328   |
| Telephone                 | 14,540      | 16,144    |
| Utilities                 | 449,884     | 416,708   |
| Merchandise               | 243,147     | 250,970   |
| **Other Administration    | 367,077     | 314,594   |
| ** Other                  | 376,175     | 417,824   |
| Depreciation              | 417,353     | 427,279   |

| Total operating expenses  | 36,754,536  | 32,116,538 |
|                          | 30,820,566  | 29,764,988 |
|                          | 27,664,515  |          |

| Net Operating Profit      | 10,739,115  | 11,465,355 |
|                          | 11,488,791  | 10,672,304 |
|                          | 9,966,994   |          |

Page 889
EXHIBIT 24
March 26, 2018

Mr. Michael Simon Augins, CEO
Magic Money, LLC
6000 Fairview Rd., Suite 150
Charlotte, North Carolina 28210

Subject: Notice of Proposed Award, Request for Proposals (RFP) No. 18-02 RFID Solution / System for a Ticketless Midway and Cashless Games.

Dear Mr. Augins:

Thank you very much for your proposal in response to the above mentioned RFP.

Pursuant to the RFP, this is your formal notification that the 22nd District Agricultural Association (District) intends to enter into a contract with Cashless Events, LLC., who is the highest scoring responsive, qualified proposer for the RFID Solution / System for a Ticketless Midway and Cashless Games. Please find attached the RFP Evaluation Summary, Technical Scoring Summary, and Financial Summary and Score.

If you feel the decision was improper, our protest procedures are detailed in Section 4.6 of the RFP. Your protest must be received no later than 5:00 p.m., April 2, 2018, the fifth working day after the date of this notice. If you have any questions pertaining to the above or would like to discuss the outcome, please contact me at your earliest convenience.

Again, thank you for your participation in this RFP.

Respectfully,

[Signature]

Mike Ceragioli
Contracts Manager
22nd District Agricultural Association
858-792-4263
Email: mceragioli@sdfair.com

Enclosures: Evaluation Summary

cc: RFP File
Evaluation Panel
## Financial Summary and Scoring RFP 18-02

### Magic Money

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<th>Description</th>
<th>Unit Price</th>
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**Point Total** 23.46

### Cashless Events

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**Point Total** 30
### Technical Scoring
#### RFP 18-02

**Magic Money**

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**Cashless Events**

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RFP No. 18-02
RFID Solution/System for Midway and Games
Evaluation Summary

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November 20, 2019

VIA ELECTRONIC MAIL AND U.S. MAIL

Timothy J. Fennell
CEO/General Manager
Del Mar Fairgrounds/Racetrack
Del Mar Fairgrounds
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

dear Mr. Fennell:

Enclosed with this letter is a copy of the unsolicited proposal in which Allstate 38 agrees to enter into a contract with the 22nd DAA for providing game operations at the Del Mar fair. Allstate 38 proposes a five-year contract for the years 2020 through 2024 with a guaranteed 26% of the game gross sales to be remitted to the 22nd DAA. At the time of the signing of the contract, Allstate 38 would pay a $1 million signing bonus which the 22nd DAA could use to acquire and operate an in-house digital ticketing system. Spread over the course of the five-year contract, Allstate 38 would also agree to pay an additional million dollars to cover capital contributions needed for fair operations.

Allstate 38 feels strongly that the fair has not received the full financial benefit that can be obtained by separately negotiating a five-year contract for game operations, ride operations and/or food operations if in fact it is the 22nd DAA's intent to no longer operate as independent midway. Allstate 38 offers to immediately negotiate the terms of such a contract so that contract can be implemented for the 2020 fair. Allstate 38 is also aware of vendors with whom 22nd DAA could negotiate and acquire state-of-the-art digital ticketing system to be implemented for the 2020 fair.
If you have any questions regarding this unsolicited proposal please not hesitate to contact me.

Sincerely,

John S. Moot
of
SCHWARTZ SEMERDJIAN
CAULEY & MOOT LLP

cc: Joshua M. Caplan, Esq., Deputy Attorney General
    Richard M. Valdez, President, 22nd District Agricultural District
November 19, 19

22nd D.A.A Board of Directors
Timothy Fennell C.E.O.
2260 Jimmy Durante Blvd
Del Mar, CA

SD Fair Game Provider Proposal

Dear 22nd D.A.A. Board of Directors and Timothy Fennell C.E.O,

SDFAIR Proposal

Five year contract (2020-2024)

Financial Package

26% of game Gross Sales

Produce maximum revenue as shown at previous San Diego County Fairs

In addition to the game share

$1,000,000 signing bonus to purchase and operate an in-house digital ticketing system

$1,000,000 capital contribution spread over the course of the Five year contract

Honor previous considerations related to game operations
Technical

State of the Art game operation
Minimum 25% Cost of Goods
Color themed canvas
Excitement based game approach
Over 100 years of carnival game experience
Award winning game operations
(Best game award, half of the years it was awarded)

2019 Achievements at the San Diego County Fair

Second largest game provider

The #1 and #2 highest grossing games at Fair

All States lowest grossing game, in fact was the highest grossing game per foot, this game grossed more than 17 of the other games, while being the smallest game at the fair

All State 38’s highest grossing game, also ranked as the #10 highest grossing ride if one were to combine rides and game grosses.

All States top game in 2019 produced over $52,000 in revenue for the district while the largest contract holders' top game only produced over $28,000 in revenue for the district.

All State produced, in total, over $800 per rental foot, which was the highest of all operators, the majority game holder recorded under $400 per foot in revenue for the district

Honor previous considerations related to game operations
Current and Previous major fairs

San Diego County Fair
Minnesota State Fair
State Fair of Texas
San Antonio Livestock Show and Rodeo
New York State Fair
Wisconsin State Fair
California State Fair
Oklahoma State Fair
Tulsa State Fair
Indiana State Fair
Kansas State Fair
New Mexico State Fair
Michigan State Fair
North Dakota State Fair
Colorado State Fair
Delaware State Fair
Mississippi State Fair
Florida State Fair
South Florida Fair
Miami Dade County Fair
Western Idaho Fair
Fiesta San Antonio
Delta Fair
Eastern Idaho State Fair
Fort Worth Livestock Show and Rodeo
Kern County Fair
Big Fresno Fair
Alameda County Fair

Sincerely yours,

[Signature]

Adam West
President and General Manager
February 7, 2020

Patricia Galvan  
Bid Protest Coordinator  
Department of General Services  
Office of Legal Services  
707 Third Street, 7th Floor  
West Sacramento, CA 95605

RE: In the Matter of the Protest of the Proposed Award of Request for Proposal No. 19-01  
All State 38, Inc. v. 22nd District Agricultural Association  
Protest No. 20-001

Dear Ms. Galvan:

The Office of the Attorney General represents The 22nd District Agricultural Association (“22nd DAA”), the awarding agency in this matter, and respectfully submits this written response to the protest made by All State 38, Inc. (“All State”).

The 22nd DAA requests that All State’s protest be denied and the 22nd DAA be allowed to proceed with the award. All State failed to meet its burden establishing that the 22nd DAA committed an error sufficiently material to justify invalidation of its proposed award, or that its decision was arbitrary or capricious. (Department of General Services [DGS] State Contracting Manual [SCM], Chapter 6, Section 6.0.) Contrary to All State’s assertions, the 22nd DAA carefully and methodically followed the Public Contract Code, the 22nd DAA’s purchasing policies and procedures, and scored each response in a fair and objective way. All State’s arguments to the contrary are unsupported and unfounded, and no evidence exists demonstrating the 22nd DAA acted arbitrarily or capriciously. As a result, the 22nd DAA requests that the DGS render a decision as soon as possible because the San Diego County Fair (“Fair”) is scheduled to open on June 5, 2020 to millions of visitors and the awarded contract will be critical to the Fair’s success.

Below, we outline the process the 22nd DAA followed, the evaluation and scoring methods used to evaluate each proposal, and the reasons why All State’s protest lacks merit.¹

¹ All State was required to provide a full and complete statement of the grounds for its (continued…)
Background

A. The 22nd District Agricultural District

The 22nd DAA operates and administers the Del Mar Fairgrounds located in San Diego County. The 22nd DAA governs and oversees the Fair each year. (Food and Agr. Code, §§ 3873 and 3951.) The 22nd DAA is empowered to enter into agreements, seek competitive bids from vendors for goods and services, and adopt rules for governing activities of the 22nd DAA. (Food and Agr. Code, §§ 4051 and 4051.1.)

The Del Mar Fairgrounds is a 400-acre multi-use entertainment, exhibit and horse racing facility consisting of 300,000 square feet of trade show and meeting space. It also consists of a 15,000-seat grandstand, a 3,500-9,000 seat multi-use outdoor arena, a one-mile dirt/turf surface racetrack, along with a 64-acre equestrian facility, a driving range, miniature golf course, tennis club, swim school and RV park. (Exhibit A [Section 2.0, RFP No. 19-04, p. 3].)

The Fair is the sixth-largest fair in North America, the largest fair in California, and the largest special event venue in San Diego County, attracting more than 1.5 million visitors per year. The Fair takes place every summer during the months of June and July and traditionally is open 27 days each year. The carnival platform at the fair is an independent midway comprised of more than 80 carnival rides and more than 60 carnival games. Ride revenue is approximately $10 million per year and carnival game revenue is approximately $4 million per year. (Exh. A [Section 2.0, RFP No. 19-04, p. 4].)

B. Request for Proposal No. 19-04

On October 3, 2019, the 22nd DAA released RFP No. 19-04 for the Digital Ticketing System and Carnival Game Operations at the San Diego County Fair Midway. The RFP sought proposals from vendors to operate carnival games utilizing a digital ticketing system. (Exh. A [Section 2.0, RFP No. 19-04, p. 3].) Proposers would receive a percentage of their gross revenues from the carnival gaming operations in exchange for providing, at no cost to the 22nd DAA, their own (or contracted) digital ticketing services for a term of three (3) years, with two (2), one (1) year options to renew, at the sole and absolute discretion of the 22nd DAA. (Id.)

Proposers were also informed that a contract would be awarded to the “responsive, responsible, qualified Proposer(s) whose proposal(s), as determined by the 22nd DAA, that best met the requirements set forth in [the RFP] including the Statement/Scope of Work to be performed described in (Section 3.0) and the Mandatory Format and Content Requirements…(continued) protest, and all arguments were to be raised. While All State is given a rebuttal opportunity to respond to this letter, if All State raises any new claims in its rebuttal, the 22nd DAA’s position will be that any new arguments are waived.
Proposals were scored on both financial and qualitative components, and a contract award would be based on the highest total cumulative score. (Exh. A [Section 2.0, RFP No. 19-04, p. 3].) Considerations were given to experience and qualifications, technical approaches, quality of the proposed personnel, and/or a management plan. (Exh. A [Section 5.1, RFP No. 19-04, p. 30].) Consideration was also given to qualitative (technical) and financial components (price) to determine the most advantageous proposal of the greatest value to the 22nd DAA. (Exh. A [Section 2.0, RFP No. 19-04, p. 3].)

To evaluate proposals, the 22nd DAA notified all proposers that it “may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in [the] RFP, and waive any irregularities or technicalities.” (Exh. A [Section 2.0, RFP No. 19-04, p. 3].) Proposers were notified that “[t]he decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of [the RFP], shall be at the sole and absolute discretion of the 22nd DAA.” (Id.) By responding, proposers affirmed they examined the RFP and committed to being capable of performing the type and quality of work requested. (Exh. A [Section 2.2, RFP No. 19-04, p. 4].)

Two addendums were issued to the RFP: (1) Addendum No. 1, dated October 21, 2019; and (2) Addendum No. 2, dated October 25, 2019. (Exhs. B and C, respectively.) Addendum No. 1 responded to thirty-two (32) requests for information, and included ride and game fee data (response to Question No. 27), carnival game and ride layout data (response to Question No. 29), and a copy of a concessionaire contract for the prior year’s Fair ticket and game operator. (Exh. B [RFP Adden. 1].) Addendum No. 2 extended the final date of submission from November 1, 2019 to November 22, 2019. (Exh. C [RFP Adden. 2].) This extension was provided to “allow potential Proposers additional time to review the information provided in Addendum No. 1 and to prepare and submit competitive proposals in response to the RFP.” (Id.) All other key dates and deadlines were outlined in Section 1.2 of the RFP. (Exh. A [Section 1.2, RFP No. 19-04, p. 2].)

C. Proposed Scope of Work

RFP No. 19-04 requested proposals from carnival game operators that also could provide a digital ticketless system for both games and rides. (Exh. A [Section 3.0, RFP No. 19-04, p. 18].) The 22nd DAA determined it was cost-prohibitive to purchase or lease its own complete digital ticketing system. (Exh. A [Section 2.0, RFP No. 19-04, p. 3].) The paper ticketing system for game play is outdated and largely involves cash transactions. A digital ticketing system allows users to upload digital tickets onto digital media, which then are scanned for redemption. The 22nd DAA would sell those digital tickets utilizing its own admissions team and then track and deposit all payments in an account owned and controlled by the 22nd DAA. Contrary to All State’s position, no vendor was asked to handle payments made in connection with the sale of the digital tickets. (Exh. A [Section 3.1, RFP No. 19-04, p. 18].)
The RFP stated in bold-print that the 22nd DAA would not purchase any aspect of the digital ticketing system. The backbone system and equipment was to be owned or contracted by the proposers, not the 22nd DAA. Specifically, the RFP stated the following:

“Proposals that require the 22nd DAA to purchase software, equipment, unused devices, any aspect of the digital ticketing system or carnival game operation, or pay any additional fees or costs not specifically identified in this RFP, will be found non-responsive to the RFP and will not be considered by the 22nd DAA.”

(Exh. A [Section 3.1, RFP No. 19-04, p. 19].)

Proposers were required to provide a proven, fully-operational digital ticketing system. Vendors could either: (1) own and operate both the digital ticketing system and carnival games themselves; or (2) team-up with vendors in a prime contractor / sub-contractor relationship to provide the digital ticketing system and carnival games. (Id. at pp. 18-19.)

Contrary to All State’s position, the 22nd DAA wanted to maximize competition in the RFP process by encouraging responses from all qualified and capable vendors. For example, if a prime contractor / sub-contractor team responded to the RFP, the prime contractor was required to either: (1) own and operate the entire digital ticketing system; or (2) own and operate at least 80% of the carnival games. (Id. at pp. 19-20.)

If a proposer owned 80% or more of the carnival games, that proposer could then: (1) subcontract the remaining 20% of the carnival games to one or more subcontractors; and (2) subcontract the complete digital ticketing system to no more than one (1) subcontractor. To further spur competition, if a proposer was the owner and operator of a digital ticketing system and is subcontracting the carnival games, one carnival game subcontractor must own and operate a minimum of 75% of the carnival games, with the remaining 25% owned and operated by additional subcontractors. (Id.)

No vendor was required to own both carnival games and a digital ticketing system, as All State suggested. Instead, the RFP encouraged maximum competition among all potential vendors that either owned their own digital ticketing system, carnival games, both, or some combination of either. Carnival game operators that did not own a digital ticketing system could team up with other subcontractors to provide a portion of the carnival games to achieve the required goal. The fact that All State was able to find a subcontractor and propose operating games and a cashless system at the Fair, proves that competition indeed existed for these services.

D. Evaluation Selection and Scoring Process

In Section 5.0 of the RFP, the 22nd DAA outlined the process for selecting a responsible proposer. An evaluation and selection committee was chosen to evaluate and score each
proposal received. Each proposal was assigned points for the technical components based on their quality and completeness, the proposer's experience and qualifications, and the quality of their proposed personnel and/or management. (Exh. A [Section 5.1(D), RFP No. 19-04, p. 30].) Review of the technical proposal was conducted by a committee without influence of price. (Id.) One-hour interviews were conducted in which proposers were asked questions on their proposals, but were cautioned that the presentation should not change or alter their submitted proposals, or risk disqualification. (Exh. A [Section 5.1(E) at p. 30].)

Scores for the Technical Components consisted of a total for each reviewer divided by the number of reviewers on the committee. (Exh. A [Section 5.1(F) at p. 31].) The financial proposals of the proposers that met the minimum required qualifications would then be opened. The financial score was then added to the technical scores to calculate an overall score for each proposer. (Exh. A [Section 5.1(G) at p. 31].) Selection was based on the highest score overall. (Exh. A [Section 5.1(H) at p. 31].)

Minimum Qualifications were scored on a pass/fail basis, and the following components were assigned 100 points each: (1) Technical Proposal Digital Ticketing System (Exh. A [Section 5.3.1(a)-(c)]); (2) Technical Proposal Carnival Game Operations (Exh. A [Section 5.3.2(a)-(c)]); and (3) Financial Proposal (Exh. A [Section 5.3.4 at p. 36]).

For evaluating technical components, a rating schedule in Section 5.3.3 was used to determine whether proposers were noncompliant, poor, fair, good, excellent, or outstanding. Percentages for each category were assigned. (Exh. A [Section 5.3.3 at p. 36].) The percentages were then tabulated into points based upon the weight given for each particular category. (Id.) For example, if a proposer obtained an “excellent 90%” score in a particular category that had 30 total points available, the 90% score translated into a proposer receiving 27 points (0.9 x 30 = 27). (Id.)

Evaluating the financial components was similarly done. Proposers were required to share twenty six percent (26%) or greater of the gross revenue from the carnival game operation with the 22nd DAA. The financial proposal that shared the highest percentage of the gross revenue from the carnival game operations would receive 100 points. For any lesser amount, points were determined by dividing the lowest financial proposal with the highest, multiplied by 100. (Exh. A [Section 5.3.4 at p. 37].)

E. Responses to the Request for Proposal

The 22nd DAA received its first response to the RFP, dated November 1, 2019; and, a second proposal was received, dated November 16, 2019. The first proposal was submitted by Ray Cammack Shows, Inc. (“RCS”) and the second from the protestant -- All State (Exhs. D, E, F and G). Both proposals were deemed timely. Oral interviews and proposer presentations were conducted on December 12, 2019. (Exhs. H and I.) Attending the interviews and presentations were staff and executives on behalf of the 22nd DAA, including the Board Director. (Id.) Following the presentations, the proposals, including attachments, were provided to the
evaluation committee (a four-person panel) for scoring. On the scoring panel were two Deputy General Managers for the 22nd DAA, its Chief Financial Officer and a Board Director. (Exh. J.)

F. The Scoring of Proposals and All State’s Bid Protest

Technical proposals for both RCS and All State were opened and the committee completed scoring summary sheets for both proposals. RCS received passing scores from the panelists for the “minimum qualifications,” an average score of 89.23 for its “digital ticketing system,” and an average score of 87.63 for its “carnival game operations.” RCS’ total combined technical score was 176.85 (out of a possible 200). (Exhs. J and K.)

In contrast, All State received failing scores from the panelists for not meeting the “minimum qualifications” criteria, including for (among other reasons): (1) failing to provide a document that describes the relationship (in detail) between itself and each of its subcontractors; and (2) failing to provide three letters of reference. (Exh. L.) In addition, All State also received the lowest scores of 37.60 for its “digital ticketing system” and 64.50 for its “carnival game operations.” All State’s combined technical score was 102.10 (out of a possible 200). (Id.) It is important to note that any proposal that did not meet “minimum qualifications” could be rejected outright by the 22nd DAA. (Exh. A [RFP Section 3.2 at p. 20].) Nevertheless, the 22nd DAA exercised discretion, and in the interest of fairness, scored All State’s entire proposal despite not passing the minimum qualifications. (See Declaration by Katie Mueller, Deputy General Manager of the 22nd DAA.)

The financial proposals were then opened by the evaluation committee members, and All State received a perfect score of 100 (out of 100), while RCS received a score of 92.86. (Exhs. E, G and M.)

Subsequently, both the technical and financial proposals were tallied to determine the highest scored proposer. RCS’ total score was 269.71 (out of a possible 300) and All State’s score was 202.10. (Exh. N.) On December 27, 2019, the 22nd DAA thanked all responders for submitting their proposals and announced that the 22nd DAA intended to award a contract to RCS as the highest scored responder. (Exh. O [Ceragioli Letters, dated Dec. 27, 2019].) All responders were provided copies of the evaluation committee’s: (1) Evaluation Summary; (2) Proposal Scoring Summary; and (3) the Financial Summary for RFP No. 19-04. Pursuant to the RFP, proposers were given five (5) business days to submit a protest. (Id.)

On January 6, 2020, counsel for All State submitted a bid protest to DGS and the 22nd DAA. That same day, DGS acknowledged receipt of the protest and notified All State that a complete detailed written statement specifying all grounds of the protest were due by January 13, 2020. On January 13, All State submitted an 18-page protest letter, along with 25 exhibits, and four declarations. The 22nd DAA carefully reviewed All State’s protest and responds below.
Legal Standards

Under California law, there are several available methods for soliciting bids for service contracts. Bidding methods include an Invitation for Bid (where the award is made to the lowest responsive cost), and a Request for Proposal (RFP), one version of which involves scoring proposals and awarding to the highest scored proposal. (See SCM, Vol. 1, Sects. 5.11 and 5.25; see also Public Contract Code §§ 10341, 10344, and 10345.) A high-score approach was used by the 22nd DAA in RFP No. 19-04.

On a high-score RFP approach, substantial weight is given to the contract price in relationship to other evaluation criteria. The high-score RFP is also called the “Secondary RFP,” and is outlined in Public Contract Code section 10344, subdivision (c). (See also SCM, Vol. 1, Sect. 5.25.) In practice, substantial weight is commonly interpreted to mean that cost is at least 30% of total available points. (Pub. Contract Code§ 10344(c); see also SCM, Vol. 1, Sect. 5.25.B.) Here, the 22nd DAA allocated one-third (33.3%) of the available points to a financial component, exceeding the SCM requirement.

For Secondary RFPs, State agencies are required to follow specific rules. Under Public Contracts Code section 10344, subdivision (c), proposals are to be evaluated: (1) to determine if it met format requirements; and (2) if so, then it is to be scored and evaluated, using the methods specified in the RFP. (Pub. Contract Code, § 13044, subd. (c).) All proposals, evaluations, and scoring sheets are public records at the conclusion of the scoring process. (Id.) If a proposer receives the highest score by the evaluation committee, a contract shall be awarded to that proposer. (Id.) This process was carefully followed by the 22nd DAA, without any deviations. (See Mueller Decl.) The 22nd DAA’s RFP consisted of forty (40) pages of highly detailed specifications, including multiple pages on how the proposals would be evaluated, formatted, scored, and awarded.

Secondary RFPs are required for unique situations that cannot necessarily be resolved by a lowest bidder. (See SCM, Vol. 1, Section 5.08.) Secondary RFPs are also used “in which professional expertise and methods may vary greatly.” (Id. at Section 5.06.) The 22nd DAA was presented a unique and very challenging situation to convert from paper tickets to a digital ticketless system. As a result, unique solutions were required from proposers to explain how to integrate game and ride vendors with fairgoers in a consistent digital format. As was evidenced from the responses, there were two very different approaches to solve this challenge.

When scoring a Secondary RFP, cost and technical points are given to calculate a high score. (See SCM, Vol. 1, Sects. 5.06 and 5.25.) Importantly, agency discretion is allowed in the scoring process. Specifically, “the decision as to who shall receive a contract award . . . shall be at the sole and absolute discretion of the 22nd DAA.” (Section 2.0, RFP No. 19-04, p. 3; see also Joint Council of Interns & Residents v. Board of Supervisors (1989) 210 Cal.App.3d 1202, 1211 [finding that “letting of contracts by a governmental entity necessarily requires an exercise of discretion guided by considerations of the public welfare”].)
California law also limits the grounds for bid protests to a Secondary RFP, as was used here. A protestant challenging a Secondary (high-score) RFP, must establish at least one of the following, that the state agency: (1) failed to follow the procedures specified in subdivision (c) of Section 10344; (2) failed to apply correctly the standards for reviewing the format requirements or evaluating the proposals as specified in the RFP; (3) failed to follow the methods for evaluating and scoring the proposals; or (4) is proposing to award a contract to a bidder that did not have the highest score. (Pub. Contract Code, §§ 10345(b)(2)(A), (B), (D), and (E).)

The protestant bears the burden of proof and must establish each fact essential to the claim. (Cal. Administrative Hearing Practice (Cont. Ed.Bar. 2d ed. 2017) Burden and Degree of Proof, §§ 7.50 - 7.51.) The standard of proof to be applied is a preponderance of the evidence. (Id.; see also Evid. Code, § 115; Baxter Healthcare Corp v. Denton (2004) 120 Cal.App. 4th 333, 364-368.) Importantly, competitive bidding is for the benefit and protection of the public, not of the bidders; no right exists in the lowest bidder to have his bid accepted where the statute confers the power to reject all bids. (Charles L. Harney, Inc. v. Durkee (1951) 107 Cal.App.2d 570.) Courts will not interfere with a public body’s exercise of authority except in cases where there was an arbitrary disregard of the law or a flagrant abuse of discretion. (Brandt v. Board of Supervisors (1978) 84 Cal.App.3d 598, 601.)

In short, because the 22nd DAA utilized a Secondary RFP (high-score) approach, All State was required (under Pub. Contract Code, § 10345) to establish that the 22nd DAA engaged in a flagrant abuse of discretion by failing to follow the law or by failing to adhere to the format or evaluation and selection methods stated in the RFP. All State failed to meet this burden. The 22nd DAA properly followed all required procedures and correctly applied all appropriate standards for reviewing the RFP responses. The 22nd DAA correctly followed the scoring criteria, and properly recommended the bidder with the highest score (RCS) to be awarded a contract. Accordingly, based on the law and facts, DGS should deny All State’s protest.

Argument

1. All State Lacks Standing to Protest

DGS’ jurisdiction to consider protests is outlined in Section 6.02 of the State Contracting Manual. (See SCM, Vol. 1, Sect. 6.02.) However, protests are excluded if a protestant fails to allege its own bid lacked deficiencies and fails to make supportable assertion that it should have been the highest scored proposer, instead. (SCM, Vol. 1, Sect. 6.03.)

All State makes no assertion that its proposal met the RFP specifications and should have scored the highest. In fact, All State ignores that it failed the “minimum qualifications,” altogether. Instead, All State merely argues RCS did not comply with the RFP’s requirements (when it did), and that All State should have been awarded the contract. Even a cursory review of All State’s RFP response demonstrates its numerous deficiencies, which prevent it from having standing to protest in this matter. Below are a few of All State’s deficiencies.
First, the Contractor Status Form All State provided is missing the date on which it was authorized to conduct business in California. It provided a California Certificate of Qualification, dated November 18, 2019. However, this filing date raises more questions than it answers. All State’s proposal is signed on November 16, 2019, which was two days before being qualified to conduct business in California. (Exh. F [All State RFP Response at pp. 78-80].) Also, in a declaration submitted in support of All State’s protest, Adam West declared under oath that All State “has been operating games at the San Diego County Fair for seven years.” (Declaration of Adam West [“West Decl.”] at ¶2.) However, no explanation was provided as to why All State was operating in California prior to November 2019, without proper legal authorization.

Second, All State was required to provide proper work authorizations for its subcontractor, W.G. Wade Shows, Inc. (“Wade Shows”). None were provided. In fact, in a search of the records at the California Secretary of State, no information exists at all as to whether Wade Shows is authorized to conduct business in the State of California.

Third, nearly all of the scoring sheets for All State’s proposal noted that All State did not fully describe the relationship in detail between itself and each of its subcontractors providing services. Neglecting this important information made All State’s response defective. (Exh. L.)

Fourth, All State did not properly submit a conflict of interest form required under Section 7.1 of the RFP. (Exh. F [All State RFP Response at pp. 77-78].) All State was required to certify that no known family or business relationships exist with any director, officer, official, or employee of the 22nd DAA. All State check marked this certification, but failed to mark the following required acknowledgment that “[i]f 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.” (Id.) All State’s failure made its response defective.

In addition, in Mr. West’s declaration, he states “when [he] read RFP 19-04 [he] knew that there was no way All State could compete . . . “ and “[he] knew when [he] submitted the Proposal it was a forgone conclusion that the RFP would be awarded to RCS . . . .” (West Decl., ¶9.) Mr. West also states that All State submitted a bid “only to preserve the ability of All State to protest. . . .” (Id.) In essence, All State admits that before submitting a bid, All State knew it could not compete and submitted a bid “only” to invoke the ability to protest.

Title 2 Cal. Code of Regs., § 1195, subds. (b), states that a “protestant” is an interested party “claiming to be the lowest responsible bidder meeting the specifications, or, in any other instance, where the protestant claiming that the protestant would have been the awardee if the prescribed procedure for making the award had been followed.” All State meets none of this criterion. All State does not and cannot make a supportable assertion that it properly responded to the RFP and should have been the highest scored proposer. There were multiple, critical deficiencies with its RFP response that prevented All State from scoring the highest. As a result, DGS lacks jurisdiction to hear All State’s protest in this matter because All State cannot make a supportable assertion it was the highest scored proposer.
2. RCS Met All of the Minimum Qualifications of the RFP

All State incorrectly argues RCS failed to meet the minimum requirements in its response and should have been deemed non-responsive to the RFP. None of these assertions are true.

A. Insurance (RFP Section 2.12)

All State argues that RCS failed to provide evidence of “all risk” insurance, a requirement in the RFP. However, contrary to All State’s claim, RCS met (and in some cases exceeded) the minimum required insurance provisions specified in the RFP. Overlooked by All State is that proof of insurance was required “unless the Proposer is on the California Fair Services Authority’s (CFSA) Master Insurance List.” (Exh. A [Section 2.12, RFP No. 19-04, p. 9], emphasis added.) RCS is on that Master Insurance List, and evidence of this was provided by RCS in its proof of insurance response. (See Exh. D [RCS RFP Response, p. 16].)

B. Business Licenses (RFP Section 3.2)

All State next asserts that RCS lacked information about its subcontractors in responding to the RFP. All State ignores the substantial information submitted by RCS about its subcontractors. For example, each of RCS’ subcontractors provided signed “independent operator pre-agreements,” complied with the insurance requirements protecting the 22nd DAA, and RCS outlined their respective entity names, experiences, personnel, and the services they will provide. (Exh. D [RCS RFP Response, pp. 103-118].) The 22nd DAA was provided ample information to make a business judgment on RCS’ qualifications, and the qualifications of its subcontractors.

California courts reasonably rely on public officials to make fact-based determinations about the materiality of any bidding irregularities. Generally, courts defer to agency discretion to evaluate the materiality of bidding errors based on the facts. (MCM Construction, Inc. v. City and County of San Francisco (1998) 66 Cal.App.4th 359, 374-375 [“On questions of fact, we defer to the findings of the public agency, where supported by substantial evidence.... Whether in any given case a bid varies substantially or only inconsequentially from the call for bids is a question of fact.”].)

The MCM approach is consistent with the objective to be fair to bidders. It is manifestly unfair to a responsible low bidder (or high score proposer) to invalidate an otherwise responsive bid based upon a minor irregularity in the bidding process that does not materially affect the outcome. It is worth highlighting that while All State received a failing score from each scoring committee member for not meeting the “minimum qualifications” (which would have disqualified it from further consideration altogether), including not providing information on its own subcontractor, All State’s entire proposal was still scored and evaluated. Bidders are not perfect and proposers are seldom held to that standard. The 22nd DAA gave objectivity and fairness to each proposal despite a few irregularities, and that is allowed by law.
C. Contractor Status (RFP Section 7.1)

All State incorrectly asserts RCS did not provide the correct business entity status information demonstrating it is qualified to conduct business. RCS provided a copy of a Certificate of Good Standing from the Arizona Corporation Commission (its state of incorporation), along with a Statement of Information filed with the California Secretary of State demonstrating it is duly authorized to conduct business in California. (Exh. D [RCS RFP Response, pp. 17-19].) In contrast, All State’s Contractor Status Form is missing the date on which it was first authorized to conduct business in California. Further, All State’s California Certificate of Qualification is dated November 18, 2019, two days after All State’s principal signed its RFP response. (Exh. F [All State RFP Response, pp. 77-80].) No explanation was provided by All State as to why it was conducting business in California (for years) before November 18, 2019, without authorization from the Secretary of State.

D. Conflict of Interest Disclosure (RFP Section 7.1)

Despite All State’s position, RCS correctly complied with the RFP regarding its conflict of interest disclosures. (Exh. D [RCS RFP Response, pp. 4-5].) All State asserts that RCS did not provide additional information on conflicts that it may have with directors, officers, officials, or employees of the 22nd DAA. This is incorrect. All required forms were provided by RCS. RCS did checkmark a prior box on the form indicating a conflict existed. However, RCS repeatedly stated no conflict ever existed throughout the signed form. (Id.) Further, RCS affirmed “no known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA.” (Id.) The 22nd DAA determined a box was checkmarked inadvertently and was a typographical error. A well-developed body of California law affirms that agencies have discretion to waive typographical errors. (MCM, supra, 66 Cal.App.4th at p. 374 [“An agency has discretion to waive immaterial deviations from bid specifications…”].)

Moreover, the RFP clearly stated the 22nd DAA can “waive any irregularities or technicalities,” which it did in this obvious instance. (Exh. A [Section 2.0, RFP No. 19-04, p. 3].) “Competitive bidding provisions must be read in the light of the reason for their enactment, or they will be applied where they were not intended to operate and thus deny [public agencies] authority to deal with problems in a sensible, practical way.” (Domar Electric, Inc. v. City of Los Angeles (1994) 9 Cal.4th 161, 173.) The 22nd DAA exercised sound discretion in waiving an obvious typographical error in this instance.

E. Proposer Relationships (RFP Section 3.2)

All State wrongly assumes RCS’ response to the RFP was submitted by an entity with the name of “GDR, Inc.,” (“GDR”) or that GDR was a subcontractor of RCS for this proposal, requiring a disclosure of some relationship. The RFP only required disclosure of each proposer and its subcontractors who will perform work on tasks, not disclosure of all conceivable business relationships a business may have. (Exh. A [Section 3.2, RFP 19-04, p. 20].) It is clear from the
documents that RCS was not using GDR as a subcontractor to provide the services requested by the RFP, since it did not list it as a subcontractor for any work. Despite All State’s assertion, no additional explanation or disclosure was required.

F. Letters of Reference (RFP Section 3.2)

The RFP required proposers to submit three letters of reference (dated within the last year) “from events similar in size and scope to the San Diego County Fair’s Independent Midway.” (Exh. A [Section 3.2(C), RFP No. 19-04, p. 20].) Instead of providing three letters, RCS provided four and they were from: (1) Arizona Exposition & State Fair; (2) Orange County Fair and Event Center; (3) Southwestern Fair Commission, Inc.; and (4) Antelope County Fair Association. (Exh. D [RCS RFP Response, pp. 20-23].)

All State argues the attendance numbers for the Southwestern Fair Commission and Antelope County Fair Association, were not similar in “size” to the San Diego County Fair. However, no fair is larger in California than the San Diego County Fair. (Exh. A [Section 2.1, RFP No. 19-04, p. 4].) The four reference letters RCS submitted along with RCS’ statement of qualifications indicated it has provided carnival services to fairs with over 1 million attendees at the Houston Livestock Show & Rodeo (at which RCS provided 100% midway operations) and the Los Angeles County Fair (at which RCS provided 100% midway operations). (Exh. D [RCS RFP Response, p. 35].) Taken together, the 22nd DAA appropriately exercised discretion and determined that all four of RCS’ reference letters, and all other relevant information, met the reference requirement in the RFP.

G. Drug Testing, Background Check, Hiring, and Emergency Plan Policies (RFP Section 3.2)

RCS provided all of the requested information for these topics, despite All State’s assertions. RCS outlined its safety, drug testing, and substance abuse policies between pages 27 and 30 of its response. RCS’ hiring plan and policies were covered between pages 88 and 89, and its emergency protocol and crisis communication chart was covered on page 27 (describing RCS’ ability to “safeguard 11 million visitors” and thousands of staff annually). RCS states that all employees were required to pass a pre-employment drug test and are subject to weekly random checks. (Exh. D [RCS RFP Response, pp. 27-28].) This met the RFP’s requirements in Section 3.2, and All State’s position is unsupported.

H. Litigation Disclosures (Proposal/Contractor Status Form)

The Proposal/Contractor Status Form requested proposers to “list any civil or criminal” actions pending or filed within the last three years. RCS responded by providing a list of six civil cases. (Exh. A [RFP No. 19-04, first attachment].) All State claims RCS omitted a single case, and that is disqualifying. However, the RFP’s requirement was for RCS to provide a list of “any” pending or filed matter within the last three years. RCS met this requirement by providing a list of six matters. Why a single matter was omitted from that list is unknown to the 22nd
DAA, except perhaps the form may have lacked clarity on the intent behind the use of the word “any.” While it is logical to interpret the word “any” to mean something broad (such as, “all”), it is equally reasonable to assume the word “any” to mean something narrower. This could have led to confusion embedded in the RFP’s format not caused by RCS. The 22nd DAA reserved the right to “waive any irregularities” in the RFP at any time; thus, the 22nd DAA deemed RCS’s proposal responsive. (Exh. A [Section 4.5, RFP No. 19-04, p. 28].) The total number of matters was not disqualifying. Not providing a response at all would have been, but that did not occur here.

I. Reliability of FunPass

All State quarrels with the reliability of the FunPass digital ticketless system. All State also makes reference to other systems not a part of the proposal, called “FunCard,” “E-Z Pass,” and “ZPass.” To support its reliability allegations, All State refers to two hearsay declarations from unknown individuals (Declarations from Budmir and Martos). However, the declarations lack crucial details, and are based on memories reaching as far back as a decade (at least in one instance), and provide no substantive information about what caused the purported outage(s) they claim occurred to a ticketless system. Also, these individuals were not entirely sure what system they recalled suffered a purported outage or whether it was the same as the FunPass system. All State’s references to other systems, or witness testimony about outages on some unknown system is irrelevant and unfounded.

3. The RFP Was Correctly Classified as Non-Information Technology

All State believes that RFP No. 19-04 was a procurement for Information Technology (IT) services, when it was not. The 22nd DAA made it very clear that any proposals that required the 22nd DAA to purchase or otherwise pay for any digital ticketing systems would be deemed non-responsive and rejected. (Exh. A [Section 3.1, RFP No. 19-04, p. 19].) Instead, the 22nd DAA sought proposals from vendors who owned or contracted digital ticketing systems for use at the Fair, at no cost to the 22nd DAA. The 22nd DAA did not seek to purchase or own any digital ticketing system. When the Fair concludes, the proposer will take their digital ticketing systems with them.

All State’s “loss leader” argument similarly fails. No “article or product [was] sold at less than cost” as is required to qualify as a “loss leader” under Business and Professions Code section 17030. Again, the 22nd DAA never sought to purchase the digital ticketing systems. Accordingly, contrary to All State’s position, the RFP was properly classified as non-IT.

All State’s argument that the “predominant purpose” or “primary purpose” of the RFP was to obtain IT goods and services is also unsupported. Carnival games at the Fair generate approximately $4 million and carnival rides generate $10 million annually at the Fair. The RFP sought an operator to provide carnival games at the Fair, as long as the operator also brought a digital ticketless system along. The predominant role to fill was fair entertainment.
Neither All State nor RCS (the two proposers) are in the IT business. RCS states in its RFP response that it “has been providing Carnival Entertainment to Fairs and Guests since 1961.” (Exh. D [RCS RFP Response, p. 7].) Likewise, All State says it “is perhaps the top game operator in the country.” (Exh. F [All State RFP Response, p. 22].) Their primary business is fair entertainment (games and rides). As entertainment companies, they also have the capability of using digital ticketless systems. All State teamed up with a subcontractor for that work, and RCS acquired its own system through rebranding. However, neither RCS nor All State solely or primarily provide IT services for fairs. They are carnival operators that use digital electronic equipment to manage tickets, and that is all.

All State and RCS are similar to the health benefit manager example discussed in the SCM and cited by All State in its protest. (SCM, Vol. 1, Section 1.05(B)(4).) The health benefit manager performs its work (managing health care benefits) while also utilizing software and computer hardware systems to perform that task. Procuring the health care manager is a non-IT procurement. Likewise, procuring fair entertainment that utilizes computer systems is a non-IT endeavor. If the opposite were true, then most everything would be categorized as an IT procurement since delivery of nearly all goods and services involve some use of electronic and/or digital devices.

Finally, to the extent All State still believes the RFP sought IT goods or services, the 22nd DAA expressly is exempted from the IT procurement statutes altogether. All State overlooks Food and Agricultural Code section 4051, which applies to all district agricultural associations (including the 22nd DAA) and exempts them from IT procurement requirements under Public Contract Code section 12100. (See Food and Agr. Code, § 4051, subd. (a)(1)(B)(ii) [stating that “a grant or contract entered into by an association is not subject to Chapter 3 (commencing with Section 12100) of Part 2 of Division 2 of the Public Contract Code”].)

All State’s position is legally and factually unsupported. The 22nd DAA correctly followed the procurement policies and procedures required under the law for fair entertainment (non-IT) services.

4. The RFP Invited Competition Among All Interested Parties and Was Not Limited Directly or Indirectly to One Bidder

Contrary to All State’s position, RFP No. 19-04 invited competition from all capable and qualified bidders to the exclusion of no one. (See Ceragioli Decl.) Essentially, All State argues that because RCS owns both carnival games and its own digital ticketing system, the RFP outcome was predetermined. This position fails for many reasons.

RFP 19-04 did not require any vendor to own both carnival games and digital ticketless systems. In fact, the RFP expressly allowed for all sorts of competitive
alternatives. A digital ticket company was allowed to partner with a game operator and vice versa. (Exh. A [Section 3.1, RFP No. 19-04, p. 20].) If a carnival game operator partnered with a digital ticket operator, then the carnival game operator needed to own/operate 80% of the games. (Id.) In fact, this precisely is what All State and its subcontractor proposed. Alternatively, a vendor could provide both games and a digital ticketless system under the same ownership. This is what RCS proposed. The fact that both RCS and All State responded to the RFP, using one of the many different combinations available to all proposers, emphatically proves that more than one bidder could (and did) respond to the RFP.

All State further argues that only one type of electronic system was required in the RFP — a barcode system, versus RFID technology. This, too, is incorrect. In Addendum No. 1 to the RFP, a question was asked “what investigation was made to determine that the RFID system would not meet the technical requirements of the RFP for 2020?” (RFP Addendum No. 1, p. 5 [Ques. 24].) The 22nd DAA answered “the RFP would not preclude a proposer from relying on an RFID system, so long that the RFID system is consistent with the RFP’s technical requirements.” (Id.) While the 22nd DAA advised bidders there are fairgoers with unused barcode tickets from last year’s fair, it was left to the proposers on how best to deal with that situation. (Exh. A [Section 3.4(E), RFP No. 19-04, p. 22].) The RFP was written for the broadest audience possible and two bidders responded. The outcome was not predetermined and all interested parties were invited to participate. All State’s claims to the contrary are unfounded.

5. The 22nd DAA’s RFP Process Complied with State Law, and it Exercised Discretion in Making the Award

All State’s protest can be distilled down to one thing – being disappointed at not being selected. All State believes it was superior and could have provided a better service. However, that is not All State’s decision to make – it was the 22nd DAA’s business decision to select RCS, after reviewing all of the proposals, interviewing both proposers, and scoring all materials in a fair and objective manner. (See Mueller Decl.)

If a particular decision involves discretion to act in a particular way, a public body cannot be compelled to act in any other specific manner. The burden is on a party claiming abuse that a public body had a duty to act, but did not. (Barrett v. Stanislaus County Employees Retirement Assn. (1987) 189 Cal.App.3d 1593, 1613.) Also, courts, “as a general principle will not substitute their judgment or notions of expediency, reasonableness or wisdom for those which have guided an agency.” (Cal. State Psychological Assn. v. County of San Diego (1983) 148 Cal.App.3d 849, 859-860.)

All State’s arguments that the 22nd DAA made a bad decision or that “likely [was] not the best value” or involved an “inferior cashless system,” is irrelevant. The selection of RCS over All State was discretionary and was derived after objectively reviewing, evaluating, and scoring each responder’s 120-page proposal. Each member of
the 22nd DAA’s evaluation panel personally dedicated countless hours to the evaluation process and took each step very seriously. (Mueller Decl.) A lot is at stake when handling the sixth largest fair in North America. The 22nd DAA did not violate the law, did not engage in any favoritism, and did not conduct itself fraudulently, despite All State’s outlandish accusations.2

Conclusion

Based upon the above, the 22nd DAA respectfully requests the protest submitted by All State 38, Inc. be denied.

Sincerely,

[Signature]

STEPHEN A. SUNSERI
Deputy Attorney General

For XAVIER BECERRA
Attorney General

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2 It should be noted that All State admittedly submitted an unsolicited side-proposal, in an attempt to circumvent the very same pro-competition laws it claims were violated. (All State Protest, Exh. 25.) All proposers, including All State, were advised “please do not attempt to contact any Staff or Board Member concerning this RFP.” (RFP Cover Page.) All State’s unsolicited proposal was made after it signed its initial RFP proposal, and that unsolicited proposal was not compliant with the RFP instructions. Therefore, the 22nd DAA rightly ignored this proposal.
In the Matter of the Protest of the Proposed Award of Request for Proposal No. 19-01:

ALL STATE 38, INC.,

Protestant,

vs.

22ND DISTRICT AGRICULTURAL ASSOCIATION,

Awarding Agency.

I, Mike Ceragioli, state and declare as follows:

1. I am the State Contracts Manager for the 22nd District Agricultural Association (“22nd DAA”), and have been working at the 22nd DAA for eleven (11) years. Prior to working at the 22nd DAA, I worked with the San Diego Metropolitan Transit System for twenty-three (23) years as its contracts manager. I am experienced and knowledgeable about public agency contracting and procurement methods, including competitive bids and proposals.

2. I assisted the 22nd DAA staff, including Katie Mueller, in preparing Request for Proposal (RFP) No. 19-04. Our goal was to seek vendors that could provide carnival games that utilize a digital ticketless system (for both carnival games and rides). Preparing the RFP was a months-long process and our goal was to make the RFP as competitive as possible. The RFP was not prepared for any single bidder in mind. Careful effort was given to make the RFP as
impartial and as neutral as possible, so that no single vendor would be favored over another. We wanted all interested parties to participate to the fullest extent possible.

3. Before issuing the RFP to the public, I asked my staff to research which fair industry associations existed to help us reach an appropriate pool of talented potential responders. We wanted to ensure that the RFP was advertised to as many people as possible.

4. We contacted the International Association of Fairs & Expositions (IAFE), located in Springfield, Missouri and provided them with a copy of the RFP to advertise to their members. The IAFE also provided us with a list of twenty-one (21) IAFE members that seemed to offer some of the requested services. We reached out directly to each one of those IAFE members and asked them to consider responding to our RFP.

5. In addition to the IAFE and its members, we provided a copy of the RFP to the Western Fairs Association, which posted it on their website. The RFP was also posted on the website for the Del Mar Fairgrounds.
6. We wanted all vendors who could provide responses to do so. We did not limit who saw the RFP or who was allowed to respond in any way. It took us months to prepare this RFP, and last thing we wanted was for it to fail. We had no desire to close off competition and we did not steer it toward anyone in particular. To the contrary, our mission and goal was to find capable, well-qualified vendors, no matter who they were.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of January 2020, at ___________, California.

Mike Ceragioli
BEFORE THE DEPARTMENT OF GENERAL SERVICES
OF THE STATE OF CALIFORNIA

In the Matter of the Protest of the Proposed
Award of Request for Proposal No. 19-01:

ALL STATE 38, INC.,

Protestant,

vs.

22ND DISTRICT AGRICULTURAL
ASSOCIATION,

Awarding Agency.

Protest No. 20-001

DECLARATION OF KATIE
MUELLER IN SUPPORT OF 22ND
DISTRICT AGRICULTURAL
ASSOCIATION'S RESPONSE TO BID
PROTEST

I, Katie Mueller, state and declare as follows:

1. I am a Deputy General Manager for the 22nd District Agricultural Association
("22nd DAA"), and have been employed by the 22nd DAA for over twenty (20) years. When I
started with the 22nd DAA, I started as an Exhibit Representative; then, I became the Manager of
Exhibits; and, now I am a Deputy General Manager. Currently, I oversee fairtime operations for
the San Diego County Fair, including overseeing fair entertainment, exhibits, and marketing. I
also manage fair concessions and commercial spaces at the fairgrounds, and am knowledgeable
and experienced in the process that the 22nd DAA uses to procure services from vendors at the
fairgrounds.

2. The mission of the 22nd DAA is to manage and promote the Del Mar Fairgrounds
as a world-class, multi-use, public assembly facility with an emphasis on agriculture, education,
entertainment and recreation in a fiscally sound and environmentally conscientious manner for
the benefit of all. We oversee the management and operations of the sixth largest fair in North America.

3. In July 2019, my staff and I began drafting a Request for Proposal (RFP) No. 19-04 to seek vendors that could provide carnival games that also utilize a digital ticketless system (for both carnival games and rides). The 22nd DAA relies heavily on the revenue generated by carnival games and rides, as they are the primary sources of revenue for the agency on an annual basis. We determined that purchasing a cashless system for the 22nd DAA was too expensive and cost prohibitive; so, we sought a solution that did not require us to purchase any portion of a cashless system.

4. We felt it was important to prepare an RFP that elicited meaningful responses to solve the unique challenge of bridging carnival games and rides with a cashless system. The 22nd DAA needed a process to better track and manage this revenue source instead of utilizing a cash system.

5. In preparing the RFP No. 19-04, we made sure it contained language that was inclusive. We did not want to exclude anyone from submitting a response or exclude anyone from participating in the process. We would not have benefitted from a narrow search. Rather, our goal was to broaden the search, as wide as possible, to encourage as many competitive bidders as possible. We wanted to find the best solution – which was a proven, reliable method to operate carnival games and rides, along with a digital ticketless system. As a result, we felt the more proposers there were, the better off it was for us.

6. We issued the RFP on October 3, 2019 and received two responses in November 2019 – one from All State 38, Inc. (All State); and, the other from Ray Cammack Shows, Inc. ("RCS"). I was chosen to be on the evaluation and selection committee to review, evaluate, and
score each proposal. Three other individuals were on the committee: (1) Carlene Moore (another Deputy General Manager); (2) Fred Schenk (the Director); and (3) Rita Walz (the Chief Financial Officer). The proposals were voluminous, each containing over 100 pages.

7. As an evaluator, I reviewed all of the materials submitted from the proposers. I also contacted their references to verify their statements. None of the references provided by All State for its subcontractor (Wade Shows) returned my calls.

8. On December 12, 2019, I also attended the oral presentations made by the proposers. I participated by asking clarifying questions pertaining to their submissions. Specifically, I asked All State’s presenters which fairs utilized its proposed ticketless system. The answer we received was that the specific generation of system presented by All State was expected to be used for the first time at the Florida State Fair in 2020. What I learned was that All State’s generation of system had not yet been implemented at any fair, and was not yet proven or operational, contrary to what was required by the RFP. This was a major concern for me.

9. After the presentations finished, I spent approximately two weeks scoring and evaluating the proposals from both RCS and All State. It was a lengthy and time-consuming process, and a majority of my time during those two weeks was dedicated to this effort. I spent a lot of time comparing each of the responses to the RFP’s requirements to determine whether each proposer answered the specifications adequately.
10. In scoring and evaluating the proposals, I remained fair and objective in my analysis, and believe all of my colleagues on the evaluation committee were, as well. A lot was at stake for our fair customers, and our organization, to make the determination that best met the requirements of the RFP. I treated the process very seriously, and did not predetermine or prejudge any outcome before completing my evaluation and scoring. In the end, I exercised my best professional judgment when scoring both RCS and All State against the RFP criteria. I have no reason to believe my colleagues on the evaluation committee did anything differently.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 30th day of January 2020, at Del Mar, California.

Katie Mueller
REQUEST FOR PROPOSAL (RFP)

RFP No. 19-04

RFP SCORING METHOD: SECONDARY METHOD
DGS Contracting Manual, Volume 1, Section 5.25

Digital Ticketing System and Carnival Game Operations
for
The San Diego County Fair Midway

Contact Person: Mike Ceragioli – State Contracts Manager
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
De Mar, CA 92014
T: (858) 792-4263
F: (858) 794-1043
E: mceragioli@sdfair.com

This is the only authorized person designated by the State to receive communications concerning this RFP. Please do not attempt to contact any other Staff or Board Member concerning this RFP. Oral communication with State officers and employees concerning this RFP shall not be binding on the State, shall not be considered by the State in reviewing or scoring a response to this RFP, and shall not excuse the Proposer for failing to meet each and every obligation set forth in the RFP.

Date Issued: October 3, 2019
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Attachments:

Exhibit A – NEWLY REVISED 2020 Licensee Handbook

Exhibit B – 2019 Arial Photos

Exhibit C – Sample Standard Agreement

Exhibit D – 22nd DAA Conservation Policy

Exhibit E – Preventing Storm Water Pollution
SECTION 1.0

DEFINITIONS & TENTATIVE RFP SCHEDULE

1.1 DEFINITIONS

RFP
Request for Proposal (Secondary Method)

Proposer/Contractor
The individual, company, organization, or business entity submitting the proposal in response to the Request for Proposal.

State or 22nd DAA
Refers to the 22nd District Agricultural Association, a California state institution, which operates and administers the San Diego County Fairgrounds/San Diego County Fair; the 22nd District Agricultural Association is not a local government agency.

Fair
Refers to the 22nd DAA’s annual summer fair, also known as the San Diego County Fair

F & E
Refers to the Division of Fairs and Expositions, which is a division of the California Department of Food and Agriculture, an agency of the 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 2nd 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.

Proposal
Refers generally to a proposal submitted by a Proposer to the 22nd DAA in response to this RFP.

Responsive
Only those Proposals that, are timely, meet the proper format required for submittal, provide the required information and meet entirely with the criteria outlined in the RFP will be considered “responsive”.

Technical Section
The experience and qualifications, technical presentation, proposed personnel, and/or management and work plan portion of the proposal

Financial Section
The cost/price portion of the proposal, as detailed in the "Financial Proposal" form.
### TENTATIVE RFP SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release date</td>
<td>October 3, 2019</td>
<td></td>
</tr>
<tr>
<td>Written Requests for Additional Information are due</td>
<td>October 16, 2019</td>
<td>5:00pm</td>
</tr>
<tr>
<td><strong>Final Date for Proposal Submission at the 22nd DAA’s</strong></td>
<td>November 1, 2019</td>
<td>5:00pm</td>
</tr>
<tr>
<td>Contracts Department located in the 22ND DAA Administration Building.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical proposals will be reviewed and evaluated the week of</td>
<td>November 4, 2019</td>
<td></td>
</tr>
<tr>
<td>This includes but is not limited to the verification of the Proposer’s</td>
<td></td>
<td></td>
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<tr>
<td>Small Business Status, DVBE requirements (if applicable),</td>
<td></td>
<td></td>
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<tr>
<td>and submitted references</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interview/Presentations, are mandatory and anticipated the week of</td>
<td>November 11, 2019</td>
<td></td>
</tr>
<tr>
<td>Anticipated date Financial Proposals will be opened for</td>
<td>November 14, 2019</td>
<td></td>
</tr>
<tr>
<td>review and evaluation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notice of Proposed Award</td>
<td>November 15, 2018</td>
<td></td>
</tr>
<tr>
<td>Last Day to Protest Award</td>
<td>November 22, 2019</td>
<td>4:00pm</td>
</tr>
<tr>
<td>Proposed Contract Award Submitted to the 22nd DAA</td>
<td>December 10, 2019</td>
<td></td>
</tr>
<tr>
<td>Board of Directors for Approval.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract Submitted to Division of Fairs &amp; Expositions for Approval.</td>
<td>December 11, 2019</td>
<td></td>
</tr>
<tr>
<td>(If required)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Contract Commences</td>
<td>January 1, 2020</td>
<td></td>
</tr>
</tbody>
</table>

The 22nd DAA, in its sole and absolute discretion, may re-advertise, postpone or cancel the RFP at any time before the 22nd DAA’s Board of Directors approves a contract awarded during the RFP process. The 22nd DAA, in its sole and absolute discretion, may decide whether or not an award shall ever be made as a result of this RFP.

*(All above dates and times are subject to change.)*
SECTION 2.0

GENERAL INFORMATION
PROPOSAL INSTRUCTIONS AND PROVISIONS

The 22nd DAA has determined that it would be cost prohibitive for it to purchase or lease its own complete digital ticketing system. The 22nd DAA is therefore releasing this RFP with the intent to award a contract to an individual or company for the purpose of professionally and efficiently providing a complete digital ticketing system, at no cost to the 22nd DAA, to be utilized exclusively for all carnival rides and carnival games at the San Diego County Fair’s Independent Midway. In addition, and because the complete digital ticketing system will be provided at no cost to the 22nd DAA, the individual or company will also provide carnival games for, and manage the operation of the carnival games at, the San Diego County Fair’s Independent Midway for the duration of the Fair in accordance with the specifications listed in this RFP and as directed by the 22nd DAA. The individual or company will receive a percentage of the gross revenue from the carnival game operation. The contract term shall be for three (3) years with two (2), one (1) year options to renew, at the sole and absolute discretion of the 22nd DAA. 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.

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 award one or more contracts, or a part of a contract, on the proposals submitted, either by award of all or some work to one Proposer, or by award of separate pieces of work or groups of work to various Proposers, or to make an award without the consideration of option or renewal years, as the interests of the 22nd DAA may require.

Any contract resulting from this RFP will be awarded to the responsive, responsible, qualified Proposer(s) whose proposal(s), as determined by the 22nd DAA, best meets the requirements set forth in this RFP including the Statement/Scope of Work to be performed described in (Section 3.0) and the Mandatory Format and Content Requirements (Section 6.0). The 22nd DAA will use 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 notice of intent to 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 may include, but are not necessarily limited to: experience and qualifications, technical approach, quality of proposed personnel, and/or management plan. The award selection is based on a consideration of a combination of technical (qualitative component) and price factors (financial component) to determine (or derive) the proposal deemed most advantageous and of the greatest value to the 22nd DAA.

2.1 HISTORY AND GENERAL BACKGROUND INFORMATION

The Del Mar Fairgrounds is a 400 acre multi-use entertainment, exhibit and horse racing facility consisting of 300,000 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 racetrack, 1,800 permanent stalls at Del Mar Horsepark, a 64-acre equestrian facility, and a recreational facility, including a driving range, miniature golf course, tennis club, golf retail pro-shop, swim school and RV park.
The 22nd DAA, an agency within the California Department of Food & Agriculture, is the governing body that oversees the Del Mar Fairgrounds/Racetrack, as well as the Horsepark Equestrian facilities and the Surf & Turf tennis and golf facility. There are fifteen departments within the organization, consisting of administration, box office, concessions, equestrian, events, exhibits, finance, human resources, marketing, operations, production, sign shop, satellite wagering, security, and communications.

The 22nd DAA organizes and promotes three annual events:

- The Del Mar National Horse Show - April & May
- The San Diego County Fair - June & July
- The Scream Zone (haunted house) – October

The San Diego County Fair is the sixth-largest fair in North America, the largest of all fairs within the California State system, and the largest special event in San Diego County, attracting more than 1.5 million visitors per year. The carnival platform is an independent midway with approximately 30 owners who supply more than 80 carnival rides and more than 60 carnival games. Ride revenue is approximately $10 million dollars per year. Carnival game revenue is approximately $4 million dollars a year. The San Diego County Fair takes place every summer during the months of June and July and traditionally is open 27 days each year.

In addition, the 22nd DAA hosts more than 300 events per year. These events include consumer shows, holiday parties, meetings, weddings, seminars, concerts, dances, horse shows and various sporting events. The Del Mar Thoroughbred Club, through an operating agreement with the 22nd DAA, presents seven weeks of live thoroughbred horse racing during the summer meet and four weeks during the fall meet at the world famous Del Mar Racetrack.

The total attendance for all events at the Del Mar Fairgrounds is approximately 3 to 4 million attendees per year.

2.2 PROPOSER RESPONSIBILITY

Read the RFP documents very carefully, as the 22nd DAA shall not be responsible for errors and omissions on the part of the Proposer. 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.

2.3 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) shall incorporate the following documents:

A. The attached sample Standard Agreement; the RFP General Provisions including Contract Terms and Conditions; Payee Data Record; Contractor Certification Clauses; General Contract Terms and Conditions, and Insurance Requirements.

B. The Scope/Statement of Work and/or Work Requirements set forth in RFP (No. 19-04).
C. Addenda to the Invitation for RFP (No. 19-04).

D. The 22nd DAA's response to written questions and clarifications to the RFP (No. 19-04).

E. The newly revised 2020 Licensee Handbook.

2.4 INTERVIEWS/PRESENTATIONS

During the evaluation period, the 22nd DAA will schedule interview/presentations with all Proposers that meet the requirements set forth in Sections 5.1(a) and 5.1(b) of this RFP. The 22nd DAA has tentatively identified the week of November 11, 2019, to conduct interviews. All Proposers are asked to keep these dates available. No other interview/presentations dates will be provided. Therefore, if a Proposer is unable to attend the interview on these dates; its proposal may be eliminated from further evaluation or scored negatively. The interview/presentation will consist of a short presentation by the Proposer limited to one hour and the Committee may ask questions related to the Proposer's technical proposal and qualifications.

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 19-04." 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 the Contracts Manager, no later than 5:00pm, October 16, 2019. The identity of the Proposer submitting the written request(s) for information will not be revealed. If requests result in significant changes to the RFP, an addendum will be issued.

2.6 CHANGES TO THE RFP (ADDENDA)

Before a contract award under this RFP, the General Provisions, Statement/Scope of Work, Addenda, and all forms and documents of this RFP constitute the potential contract. Any requests to change any of these documents must be submitted according to 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 issuance of 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 on the cover sheet 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 Financial Form in the space provided.
2.7 CONTACT PERSON FOR INFORMATION AND SUBMISSION OF PROPOSALS

Sealed proposals must be physically received no later than the date and time indicated under Section 1.2 of this RFP, at its administrative offices, located at 2260 Jimmy Durante Boulevard, Del Mar, California 92014. 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 misdelivery. Proposals received after this date and time will not be considered, and will be returned, unopened.

Proposals must meet the following format requirements to be deemed responsive and eligible for consideration by the 22nd DAA:

- One sealed package labeled with the Proposer’s name, the RFP number and titled “Technical Proposal,” containing one (1) original and five (5) copies of Proposer’s technical submittal including but not limited to: the Proposer’s qualifications, references, required certificates and forms, and all other technical requirements required in this RFP (for additional details, see Sections 5.0 and 6.0.)

- One sealed package labeled with the Proposer’s name, the RFP number and titled “Financial Proposal,” containing one (1) original and five (5) copies of the Financial Proposal Form and any other financial or cost information required in this RFP.

- Both sealed packages must be placed in a third package with the Proposer’s name on the outside and addressed as follows:

  RFP #19-04 Digital Ticketing System and Carnival Game Operations at the San Diego County Fair  
  Mike Ceragioli - 22nd DAA Contracts Manager  
  22nd District Agricultural Association  
  Administration Building  
  2260 Jimmy Durante Boulevard  
  Del Mar, CA 92014-2216

  P: (858)792-4263  
  F: (858)794-1043  
  E: mceragioli@sdfair.com

- Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal.

- The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Bidders are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and the clarity and completeness of the bid’s content.

- 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.
• Submit 5 copies, marked or identified as “COPY” with the original proposal.

2.8 CONTRACT AWARD

Each Proposer’s experience and qualifications, technical approach, quality of proposed personnel, and/or management plan will be evaluated and **scored by the Committee utilizing the scoring process described in Section 5.0.** The financial proposal from each responsive proposal will be opened, small business preference given where applicable, and a score will be calculated. The award selection is based on a consideration of a combination of technical (qualitative component) and price factors (financial component) to determine (or derive) the proposal deemed most advantageous and of the greatest value to the 22nd DAA. A responsive proposal is one, which meets or exceeds the requirements stated in this RFP. The proposals that meet the minimum required qualifications will be evaluated and scored (See Section 3.2).

If a contract is awarded, it shall be granted to the responsive Proposer with the **highest total scored proposal.** (See Section 5.0 for further details). The 22nd DAA will post a Notice of Proposed Award at the 22nd DAA’s Contracts office for five (5) working days before a Contract is awarded. In addition, a copy of the Notice of Proposed Award will be mailed to each Proposer.

A contract award is not final until:

- the time for protesting the Notice of Proposed Award has expired, and/or;
- protests filed, if any, have been withdrawn or rejected by the 22nd DAA; and
- the proposed award has been approved by the 22nd DAA Board of Directors at a duly noticed public meeting; 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, or to obtain information from any source that has the potential to improve the understanding and evaluation of the proposals.

Proposals received by the 22nd DAA are considered public information, and will be made available upon request after the 22nd DAA issues a notice of intent to award.

Proposals submitted are not to be copyrighted.

The 22nd DAA reserves the right to modify the RFP process or schedule and postpone proposal openings for its own convenience via a written addendum.

It is the 22nd DAA’s intention to award a contract that includes all requirements under this RFP to one Proposer but reserves the right to apportion those requirements among two or more Proposers as the 22nd DAA may deem to be in its best interest.

The 22nd DAA may, at its sole and absolute discretion, reject any or all parts of the proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP. 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.
2.9 SMALL BUSINESS PREFERENCE

California law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract 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 with certified SB/MB, see Section 6.2 of this RFP for instructions regarding documentation to be submitted with your proposal in order to receive the preference.

Certification Application

To apply for Small Business Certification, go online to www.pd.dgs.ca.gov/smbus/getcertified.htm. 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 percent preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

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

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

2.10 PROPOSER/CONTRACTOR STATUS FORM

All Proposers must complete, sign and submit this form in response to the RFP. Failure to comply with this requirement will deem the Proposer non-responsive. 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.

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

The 22nd DAA elects to waive both the DVBE program requirement and incentive for this solicitation. No DVBE requirement is made for this solicitation.

2.12 INSURANCE

A copy of Proposers current insurance certificate must be included with their proposal. The Proposer awarded the contract shall provide an original Certificate of Insurance including $2,000,000.00 in
commercial general liability, evidence of automobile liability coverage, and, if Proposer has employees, Workers' Compensation coverage, in a form and manner acceptable to the 22nd DAA before execution of the contract is executed pursuant to this RFP. See Section 2.23, J for more details pertaining to insurance requirements.

The certificate 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;
- 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 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."

- The Proposer awarded the contract must provide proof of Workers' Compensation Insurance as required by law.

- The Proposer's insurance coverages, as required under this Section, must include coverage for the duration of the Agreement resulting from the RFP process and must include “all risks” insurance coverage for loss of income, business interruption and other insurance covering merchandise and all types of equipment and property located in or on the Del Mar Fairgrounds. Such insurance shall include the personal property of its employees and agents. The Proposer shall require the same coverages for all subsidiaries, employees, agents and subcontractors. The personal property coverage shall include, but not be limited to, motor vehicles, whether licensed or unlicensed, and mobile equipment, whether licensed or unlicensed.

NOTE: If Proposer fails to include a copy of Proposer's current insurance certificate confirming all coverages identified above in this Section 2.12, 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 all coverages identified above in this Section 2.12, within 2 business days of receipt of the Failure Notice, the 22nd DAA shall reject the proposal.

2.13 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Proposer in: (1) preparing the proposal in response to this RFP No. 19-04; (2) submission of said proposal to the 22nd DAA; (3) negotiating any matter related to this proposal; and (4) 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.
2.14 SIGNATURE

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

2.15 PRE-AWARD AUDIT

Prior to contract award, the selected Proposer may be required to undergo an audit of its financial proposal. The 22nd DAA will conduct the audit for the purpose of determining whether the Proposer’s financial proposal results in pricing that is fair and reasonable.

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 be acceptable, additional detailed costs or financial data may be requested of the single Proposer. A cost or financial analysis, possibly including an audit, may be performed by or for 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. The 22nd DAA prefers to contract with a single Contractor and not with multiple Contractors doing business 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 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.”

Prospective Proposers are strongly encouraged 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. 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 STANDARD CONTRACT TERMS AND CONDITIONS

In addition to the “Statement/Scope of Work” in Section 3.0, the following terms and conditions shall become part of the contract awarded to the successful Proposer. These terms and conditions are required by the 22nd DAA and are non-negotiable.

A. Approval
   This Agreement is of no force or effect until duly accepted and signed by both parties and approved by the 22nd DAA Board of Directors, if required. Contractor may not commence performance until such approval has been obtained.

B. Indemnification
   To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of California, the 22nd District Agricultural Association aka Del Mar Fairgrounds, and their respective agents, directors, and employees (collectively the “State”) from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorney’s 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 State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the State with respect to the sole negligence or willful misconduct of the State, its employees, or agents (excluding the Contractor herein, or any of its employees or agents.)

C. 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 22nd DAA. In no way does this Agreement create a partnership, joint venture, landlord-tenant, principal-agent or such similar relationships between the parties.

D. Site Access
   The 22nd DAA will allow Contractor access to the 22nd DAA’s property as needed to perform. If access is required during annual San Diego County Fair or Thoroughbred Horse Racing Season, the 22nd DAA will provide necessary admission and parking credentials for the employees performing work and or in services of the contract.

E. Contractor’s Vehicles, Equipment and Materials
   All vehicles, equipment and materials required to perform shall be provided by the Contractor. All vehicles, equipment and materials when appropriate, will be clearly marked in a professional manner with Contractor’s company name and/or logo. All vehicles and equipment must be maintained and clean in appearance at all times. Vehicles and Equipment shall be maintained in safe proper operating condition with all guards in place. No equipment shall be left unattended. The 22nd DAA will not be held responsible for lost, damaged or stolen vehicles and equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on 22nd DAA property. If the Contractor finds it necessary to provide utility cart(s) for employee(s), to facilitate or complete the Scope of Work. Carts must be approved in advance by the 22nd DAA for use. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver’s license and be 18 years of age or older.
The security of all Contractor vehicles, equipment and materials is the responsibility of the Contractor. As much as possible they should be secured by the contractor to prevent theft or damage. While the 22nd DAA provides onsite security personnel, the equipment brought on 22nd DAA property by the Contractor is at the risk of the Contractor. The 22nd DAA does not take responsibility for loss, theft, damage, vandalism, or act of nature to Contractors vehicles, equipment or materials.

F. **Subcontracting**
Subcontracting of efforts involving labor, materials and/or services described in the statement of work or specification are only allowed in the manner described in the statement of work or specification. Subcontracting is not allowed without clearly identifying the subcontractor(s) and the work, task, labor or deliverable they are performing in the proposal or bid. All subcontractors are subject to the same terms and conditions as the Contractor as stipulated in this RFP.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the 22nd DAA 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 22nd DAA 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 22nd DAA's obligation to make payments to the Contractor. As a result, the 22nd DAA shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

G. **Travel, Transportation and Accommodations**
Contractor is responsible for all necessary travel, fuel, transportation and housing accommodations needed to perform services/work or deliverables described in the statement of work or specification.

H. **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 22nd DAA 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 22nd DAA, if it is determined that such appearance, conduct, or demeanor is detrimental to 22nd DAA's operations. Contractor agrees to remove such person or agent from operations arising out of this contract. Determination by 22nd DAA 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 22nd DAA to Contractor or its employees.

I. **Nonexclusively**
Contractor understands and agrees that this is a nonexclusive Agreement. The 22nd DAA may hire other contractors for work of a similar or identical nature.

J. **Insurance Requirements**
**Delivery** - Certificate(s) of Insurance and any Additional Insured Endorsements for General Liability, Automobile Liability, and Workers' Compensation, must be submitted directly by the Contractor's insurance carrier pursuant to the requirements herein detailed at least ten (10) days prior to commencement services or occupation of premise, and covering the entire Term of this Agreement. Certificates of insurance and additional insured endorsements are subject to the approval of the 22nd DAA, and Contractor agrees that no work or services shall be performed, prior to such approval. Only originals, without ink or white-out changes, will be accepted.
Primary Coverage - It is the intent of the parties that Contractor's insurance coverage shall be primary and noncontributory and that any separate coverage available to the State of California, 22nd District Agricultural Association and other additional insured(s) shall be secondary.

General Liability Insurance: Contractor shall secure and maintain at its own expense during the entire term of this Agreement, a minimum of two million dollars ($2,000,000) combined single-limit commercial general liability insurance covering the Contractor, its employees, agents, and subsidiaries, for claims for damages for bodily injury, broad form property damage, and personal injury. Coverage shall include blanket contractual insurance and such coverage shall make express reference to the Contractor's hold-harmless provision in Paragraph 2 above, and must also include coverage for products and losses related to independent contractors and equipment.

The following endorsement regarding additional insured must be included the general liability certificate:

"That the State of California, the 22nd District Agricultural Association, the San Diego County Fair, the 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."

In additional to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the State, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their agents, directors, officers, servants, and employees are made additional insureds on Contractor's general liability policy, and automobile liability policy.

Automobile Liability Insurance: Contractor shall secure and maintain at its own expense during the Term of this Agreement Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto), or any successor ISO policy form, with limits of not less than $1,000,000 combined single limit per accident for contracts involving the use of Lessee's vehicles (autos, trucks, or other licensed vehicles) on the Premises or any portion of the fairgrounds.

Workers' Compensation Insurance: Contractor either (1) shall be a qualified self-Insurer pursuant to the requirements of the California Labor Code Contractor or (2) shall secure and maintain at its own expense during the Term of this Agreement Workers' Compensation insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage, in a minimum sum of one million dollars ($1,000,000) with a waiver of subrogation, with either the State Compensation Insurance Fund or a licensed carrier, and Contractor affirms to comply with such provisions before commencing that performance of the work of this Agreement.

All Risks Insurance: Contractor shall secure and maintain at its own expense during the term of the Agreement adequate "all risks" insurance coverage for loss of income, business interruption and other insurance covering merchandise and all types of equipment and property located in or on the Del Mar Fairgrounds. Such insurance shall include the personal property of its employees and agents. Contractor shall require the same coverage for all subsidiaries, employees, agents and subcontractors. Such personal property coverage shall include, but not be limited to, motor vehicles, whether licensed or unlicensed, and mobile equipment, whether licensed or unlicensed.
Maintenance of Coverage - Contractor agrees that any insurance coverage(s) herein provided shall be in effect at all times during the Term of this Agreement. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the Term of this Agreement, Contractor agrees to provide the State at least consistent with the provision of this Agreement, prior to any expiration date or upon cancellation, a new certificate of insurance evidencing insurance coverage as provided for in this Agreement for a term not less than the remainder of the Term, or for a period of not less than one (1) year. If at any time during the Term of this Agreement, Contractor fails to maintain and keep in effect insurance coverage(s) as herein provided, the State may, at State’s option and in addition to all other remedies available, do one of the following: (1) declare a material breach of this Agreement by the Contractor and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Contractor, until notice is received by State that such insurance requirements have been restored or replaced in full force and effect that the premiums therefore have been paid to cover a period of time satisfactory to 22nd DAA; or (3) obtain such insurance and deduct premiums due for same from any sums due or which become due to Contractor under this Agreement. No action taken by State pursuant to this paragraph shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase “fails to maintain and keep in effect insurance coverage(s)” shall include, but is not limited to, notification received by State that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

Contractor’s Responsibility - In no event is the 22nd DAA responsible for the payment of premiums or deductibles of any required coverages. Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor’s operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the 22nd DAA from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to Contractor’s indemnity obligations.

Certified Copies of Policies - Upon request by the 22nd DAA, the Contractor shall immediately furnish a complete copy of any policy required by this provision, including all endorsements, certified by the insurance company issuing the policy to be a true and correct copy of the original policy.

K. 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 22nd DAA a copy of your business license or incorporation papers issued by that 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 22nd DAA 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 22nd DAA may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

L. Fire Regulations
Contractor agrees to observe and comply with all fire regulations as prescribed by the State Fire Marshall.
M. Evaluation of Contractor Performance
Contractor will be evaluated on their performance and deliverables, including, but not limited to, Contractor’s record of conforming to contract requirements and to standards of good workmanship; Contractor’s record of forecasting and controlling costs; Contractor’s adherence to contract schedules, including the administrative aspects of performance; Contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor’s record of integrity and business ethics, and generally, Contractor’s business-like concern for the interest of the 22nd DAA and its customers. Contractor shall work with the 22nd DAA’s staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the 22nd DAA. Poor performance may cause a Contractor to be disqualified from potential future contracting opportunities.

N. 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 the 22nd DAA’s Contracts Manager, or other person normally responsible for the administration of this contract, shall be brought to the attention of the 22nd DAA’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 22nd DAA Contracts Manager and Chief Executive Officer within ten (10) days upon failure to informally dispose of such a dispute. The decision of the 22nd DAA’s Chief Executive Officer shall be final.

O. Conflict in Terms & Conditions
Where the terms of this Agreement or the 22nd DAA’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 the 22nd DAA’s documents shall supersede and take precedence over Contractor’s proposal or Contractor’s documents.

P. Termination
The 22nd DAA reserves the sole and absolute 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 22nd DAA of any further payments, obligations, and/or performances required in the terms of the contract.

Q. Invoices and Payment (if applicable to scope)
To receive payment, the contractor must be awarded a legitimate 22nd DAA purchase order or contract. The contract and associated forms must be properly executed, signed and counter signed, evidence of required insurance must be provided and the service(s) rendered and or the deliverable(s) provided as per the terms and conditions of the contract. The Contractor must then submit an Invoice(s), all invoices must contain Contractor’s invoice number, 22nd DAA issued Purchase Order (PO) number or Contract Number, a detailed description of the services or deliverables rendered, quantities, pricing, taxes and other costs or fees. In some cases, approvals and or acceptance by The 22nd DAA personnel may also be required. Contractor shall send invoices and all supporting documentation to:

22nd District Agricultural Association
Attn: Accounts Payable
Upon contract award and throughout the duration of the contract, the Contractor shall work with the 22nd DAA to ensure the contract and invoicing requirements are continually met. Failure to properly complete, execute or submit any documents or requirements described above will prevent or delay payment. It is the Contractor’s responsibility to insure all contract and invoicing requirements are met. Payments to the Contractor will be made by the 22nd DAA per the payment terms of the contract or within 30 days upon satisfactory receipt of proper invoice.

R. **Excise Tax**
The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The 22nd DAA 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.

S. **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.

T. **Contract Amendments After Award**
As provided in the Public Contract Code governing contracts awarded by competitive solicitation, the State/22nd DAA reserves the right to amend the Contract after the State/22nd DAA makes a Contract award. Including but not limited to Public Contract Code 10250-10252.

U. **Ban**
The mass release of helium balloons is strictly prohibited.

V. **Drones**
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 22nd District Agricultural Association (“22nd DAA”) is prohibited under all circumstances except pursuant to the terms and conditions of written permission from the 22nd DAA. 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 22nd DAA property may, in the discretion of the 22nd DAA, be revoked for any person[s] in violation of this policy.

W. **California Franchise Tax Board**
Contractor may be subject to California withholding by the Franchise Tax Board and or possessory interest tax.
SECTION 3.0
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 INTRODUCTION

The 22nd DAA is seeking a qualified individual or company to professionally and efficiently provide a complete digital ticketing system to be utilized exclusively for all carnival rides and games at the San Diego County Fair’s Independent Midway. In addition, the individual or company must also provide carnival games for, and manage the operation of the carnival games at, the San Diego County’s Independent Midway for the duration of the Fair in accordance with the specifications listed in this RFP and as directed by the 22nd DAA. The 2020 San Diego County Fair will be open 27 days, beginning June 5 and ending July 5. The days of Fair operation may vary each calendar year. The San Diego County Fair has an annual attendance of approximately 1.5 million visitors, a carnival ride gross of approximately $10 million and a carnival game gross of approximately $4 million. All breakage remains with the 22nd DAA, 52% of the ride gross was paid to the individual ride operators and 75.5% of the game gross was paid to the individual game operators in 2019.

This digital ticketing system will replace the sale and redemption of paper tickets on the rides and cash transactions for game play. Users of the digital ticketing system will load digital tickets onto a physical paper ticket or card and/or a form of digital media acceptable to the 22nd DAA and a cellular application format on the user’s phone that can then be digitally scanned for redemption at both carnival rides and games at the San Diego County Fair. The cellular application must be compatible with both iOS and Android mobile operating systems. The 22nd DAA will sell the digital tickets utilizing its own Midway Admissions team and the 22nd DAA will receive and deposit all payments made in connection with the sale of the digital tickets for the Fair. At no time will the individual or company that is awarded a contract under this RFP have access to any payment made in connection with the sale of the digital tickets for the San Diego County Fair. The Proposer should have the ability to successfully communicate, create, and install a proven reliable digital ticketing solution in coordination with and for the 22nd DAA Midway Admissions team.

In exchange for providing the digital ticketing system to the 22nd DAA at no cost, the Proposer will be granted the right to provide and operate all of the carnival games at the annual San Diego County Fair in accordance with the terms and restrictions contained in the newly revised 2020 Licensee Handbook, which is attached to this RFP as Exhibit “A” and specifically incorporated as part of this RFP by this reference, and all subsequent Licensee Handbooks adopted by the 22nd DAA during the contract term (the “Licensee Handbook”). Notwithstanding the foregoing, the 22nd DAA owns and will operate one (1) carnival game at the annual San Diego County Fair. The Proposer must provide and operate carnival games of skill within the prescribed footprint. The number of games and amount of space dedicated to games shall be determined by mutual agreement of the Parties and shall include a limited number of group games and games dedicated to the Kid Zone. In the event the Parties are unable to mutually agree on the number, format and location of games, the 22nd DAA will have the sole and absolute right to make the final determinations. While the 22nd DAA will provide the following (approximate) linear feet of carnival game space for the 2020 San Diego County Fair, (see Exhibit B, 2019 aerial photo attached), the 22nd DAA may, in its sole and absolute discretion, update or make changes to any carnival game space allocation during the term of the contract.
<table>
<thead>
<tr>
<th>Fun Zone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line-up:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>16x16 center: 176 linear feet (11 carnival games)</td>
</tr>
<tr>
<td>16x32 center: 544 linear feet (32 carnival games)</td>
</tr>
<tr>
<td>24x8 group center: 168 linear feet (7 games)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Kid Zone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line-up: 60 linear feet</td>
</tr>
<tr>
<td>16x16 center: 112 linear feet (7 games)</td>
</tr>
<tr>
<td>16/32 center: 64 linear feet (2 games)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Footage:</th>
</tr>
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<tbody>
<tr>
<td>1689 linear feet</td>
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</tbody>
</table>

The chart above describes the approximate available carnival game space to be operated by the individual or company that is awarded a contract under this RFP in exchange for the digital ticketing system (which complete digital ticketing system shall be provided to the 22nd DAA at no cost), with the exception of one group game space in Kid Zone, which will be operated by the Friends of the San Diego County Fair.

The 22nd DAA will have the sole and exclusive right to approve all plush toys, novelties and giveaways at the games, including branding on any and all items. No live animals (other than fish), knives or items deemed offensive or dangerous will be permitted. The 22nd DAA will have the sole and exclusive right to approve all pricing and corresponding prize size/levels.

Proposer must have the ability and experience to professionally and efficiently manage all aspects of a four million dollar carnival game operation, as described above, including, without limitation maintaining proper inventory, providing excellent customer service, maintaining necessary human resources, maintaining an effective payroll system, and maintaining insurance requirements consistent with this RFP.

The 22nd DAA will only consider proposals for a complete 100% proven, fully-operational digital ticketing system. In exchange for the digital ticketing system, and because it would be cost prohibitive for the 22nd DAA to purchase or lease its own complete digital ticketing system, the 22nd DAA is offering the individual or company that is selected as the winning Proposer the opportunity to operate the entire carnival game operation with the exception of one (1) carnival game, which will be operated by the Friends of the San Diego County Fair. As part of the Proposal, Proposer must include a specific gross revenue share proposal identifying the percent of gross revenue generated through the carnival game operation that will be retained by the 22nd DAA. The percentage offered to the 22nd DAA will be stipulated in the Proposer’s Financial Proposal and evaluated and scored as part of the RFP process. Proposals that require the 22nd DAA to purchase software, equipment, unused devices, any aspect of the digital ticketing system or carnival game operation, or pay any additional fees or costs not specifically identified in this RFP, will be found non-responsive to the RFP and will not be considered by the 22nd DAA.

The 22nd DAA is looking for, and intends to contract with, a Proposer who either: (1) owns and operates both a digital ticketing system and carnival game operations or (2) two individuals or entities working in a prime contractor / sub-contractor relationship, that submit a single proposal in response to this RFP. The 22nd DAA does not intend to contract with multiple Contractors doing business as a joint venture.
If two individuals and or companies working in a prime contractor / sub-contractor relationship submit a single proposal in response to this RFP, the Proposer serving as the prime contractor at a minimum, must (1) own and operate the entire digital ticketing system; or (2) own and operate at least 80% of the carnival games.

If the Proposer is the owner and operator of the digital ticketing system and is subcontracting the carnival games, the subcontracting must meet the following requirement: One subcontractor must own and operate a minimum of 75% of the carnival games; operation of the remaining 25% of the carnival games can be subcontracted to additional subcontractors.

If the Proposer is the owner and operator of 80% or more of the carnival games, the Proposer (1) may subcontract the operation of the remaining 20% of the carnival game operation to one or more subcontractors; and (2) may subcontract the complete digital ticketing system to no more than one (1) subcontractor. The digital ticketing system may not be subcontracted to more than one subcontractor.

Please see the Statement/Scope of Work – Game Operation for more details. Any relationship between the Proposer and subcontractor(s) must be fully disclosed in the Proposal and the Proposal shall include a copy of any written agreement between the Proposer and subcontractor(s) to provide goods or services in connection with this RFP. Proposals that do not meet these requirements will be found non-responsive to the RFP and removed from consideration in their entirety. Sub-contractors are subject to all of the terms and conditions of this RFP, the Licensee Handbook and all insurance requirements.

3.2 MINIMUM QUALIFICATION REQUIREMENTS (Pass or Fail)

All Proposers must submit evidence of the following:

A. Demonstrate the ability to meet insurance requirements described in the RFP. Proof of ability must be attached to your proposal. (P/F)

B. Provide all Licenses required to conduct business in the State of California. Proof of such licenses must be attached to your proposal. (P/F)

C. Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair's Independent Midway. Reference letters must be from within one year of the date of this RFP. (P/F)

D. Provide a copy of Proposer’s written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F)

E. Provide a copy of Proposer’s drug testing policy, evidence that Proposer enforces the drug testing policy and evidence that each employee of Proposer that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP will be subject to Proposer’s drug testing policy. (P/F)

F. Provide a copy of Proposer’s written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F)

G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)

A proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
3.3 DESIRED QUALIFICATION

A. The 22nd DAA desires that the Proposer hold a Certification in the Outdoor Amusement Business Association ("O.A.B.A.") “Circle of Excellence” program for at least 3 years and documentation showing how many times, in the last 10 years, the Proposer was certified in the O.A.B.A. "Circle of Excellence" program.

B. Demonstrate relevant experience over the past 5 years at fairs of similar size and scope to the Fair’s independent midway, operating a complete digital ticketing system and a carnival game operation with a minimum of 40 carnival games, including, if applicable, simultaneous operation of a complete digital ticketing system and carnival game operation. To make such a demonstration, Proposal should include a contact name, phone number, and e-mail address for each event.

C. Demonstrate experience operating a proven complete digital ticketing system for a complete carnival ride and carnival game operation for at least 3 different fairs similar in size and scope to the Fair’s independent midway, including, if applicable, simultaneous operation of a complete digital ticketing system and carnival game operation. To make such a demonstration, Proposal should include a contact name, phone number, and e-mail address for each event.

3.4 STATEMENT/SCOPE OF WORK – DIGITAL TICKETING SYSTEM

The Proposer awarded this contract shall be required to provide the 22nd DAA all of the equipment required to create and maintain a complete hardwired digital ticketing system and provide any related services needed to install and maintain that system to the satisfaction of, and as directed by, 22nd DAA management pre-fair, Fair-time and post-Fair for the duration of the San Diego County Fair. The proposed solution must include an experienced web-based system capable of facilitating on-line sales, pre-fair sales, promotions, set up and testing of the system and post-Fair reporting and tear down. The successful Proposer may begin the set up and testing of the system on May 11, 2020. It must be fully tested and operational by June 3, 2020. The teardown of the system may begin on July 6, 2020 and must be completed by July 8, 2020. These dates may vary each calendar year. 22nd DAA management must be provided with access to the hardwired digital ticketing system and must be provided with access to real time carnival ride and game usage reports, sales reports, employee reports and customizable reporting on an as needed basis. The Proposer will limit access to data collected to only those individuals identified by the 22nd DAA. The data and reporting must be retained and made available to the 22nd DAA for at least twelve (12) months following the close of the Fair.

The complete digital ticketing solution must include:

A. A secure wireless and hard wired network with redundancies to ensure continuous service at all times of midway operation. It must encompass the entire midway (Fun Zone and Kid Zone) without any connectivity faults and include system support and maintenance to ensure continuous operation. The system should reside on the Proposer’s servers. The 22nd DAA can provide a temperature cooled secure room for the servers if needed. Proposal must specify whether access to 22nd DAA’s temperature controlled secure room is needed.

B. A secure hard wired POS system for a minimum of 32 sellers. The POS system shall include integrated credit and debit card capabilities meeting all 22nd DAA, local and governmental regulations. The POS system must be capable of (1) accepting all major credit/debit cards, cash and bar coded vouchers; (2) have the ability to activate and generate a blank device or functioning device with digital tickets according to purchase; (3) have the ability to split a single sale onto multiple tickets; (4) include a user ID system; (5) have the ability to read balance and use history. The POS system must include two or more ready-to-use replacements for each POS
station for backup at all times. The POS system must also meet payment application credit card merchant data security standards.

C. The POS system must use the 22nd DAA's credit card processing system/merchant "Authorize.net."

D. The POS system must have the ability to be customized for the 22nd DAA's pricing structure(s), to include and electronically accept 22nd DAA bar codes for special pricing, couponing, discount and/or presale programs, and/or any promotion the 22nd DAA may designate. Pre-printed vouchers must have the bar code symbology that will be accepted by the digital ticketing system.

E. It is highly desired that the POS system be able to integrate with current barcodes used at the 2019 San Diego County Fair and handle the current unused tickets. The POS system must have the ability to track separately onsite and pre-sold items. The POS system must track the presale value through the barcode provided by the 22nd DAA as well as any other type of specials such as Fast Pass, Pay One Price Wristbands or any other promotions or specials.

F. A minimum of 30 self-serve POS system kiosks that: (1) are capable of reloading devices; (2) are able to accept credit/debit cards; (3) include functional touch screens; (4) are able to provide balances on devices that have already been purchased; and (5) include a modern, clean, quality-apparing, attention-grabbing enclosure. The self-serve POS system kiosks may not accept cash. Two or more ready-to-use replacement kiosks for backup are required at all times. Proposal must include pictures and detailed specifications of the self-serve POS system kiosks that will be provided during the Fair.

G. 16 digital ticket sales booths (a minimum of 8 must have side-by-side windows). Booths must be no more than three years old, be customizable so the 22nd DAA can affix ticket signs and adapt booths with 22nd DAA logos, air conditioning, and security cameras to monitor and record all transactions. The ticket sales booths must also be secure and be able to accommodate two separate sellers/POS systems. Proposal must include 5 photographs of interior and exterior of the digital ticket sales booth. Proposal must also include the location and date of each photograph. One ready-to-use replacement digital ticket sales booth is required for backup at all times. Digital ticket sales booths must be hardwired.

H. 350 wireless scanners for approximately 80 carnival rides and 60 carnival games. Scanners must be robust, durable, have customizable settings and redemption capabilities and battery backup. The scanners should be wireless with 100% wireless redundancy with the ability to scan barcodes from a mobile device. Scanners must be configured such that Fair guest cell phone usage does not disrupt operation. Provide pictures and specs of the scanners that will be provided.

I. The Proposer is responsible for configuring scanners to redeem the number of digital tickets for each scanner at the 22nd DAA's direction. Proposer must have the ability to secure scanners so only the administrator can change the scanners. Proposer to manage the daily check-in and check out of scanners to ensure scanners are properly charged and maintained. 10 ready to use replacement scanners for backup are required at all times. Scanners will be rented by the 22nd DAA with the 22nd DAA collecting the fees from the independent ride operators. All scanners used for the carnival game operation are to be provided to the 22nd DAA free of charge. Please indicate in the financial section the rental fee for each scanner not to exceed $400 each for the duration of the San Diego County Fair.

J. Two customer service booths must be provided and staffed by Proposer during all hours of the Fair's midway operation. Proposer shall maintain one customer service booth in the Fair's Fun Zone area and one customer service booth in the Fair's Kid Zone area to provide general customer support, including without limitation, assisting customers with digital ticketing questions, resolving digital ticketing issues, and providing basic customer service (e.g., carnival ride height requirements, bathroom location, etc.) The customer service booth must have quality appearance, be customizable and not be older than 5 years. Proposer must maintain and provide the 22nd DAA with written customer service reports.
K. The Proposer will provide customizable reports so that the 22nd DAA is able to easily retrieve accurate on-line, minute-by-minute information on all digital ticket transactions at various levels of detail.

L. A robust system backup with security measures and encryption designed to protect and secure the system’s integrity and 22nd DAA and customer data. The system must protect customer and 22nd DAA data from any and all unauthorized internal or external access. The sales data captured in this system will belong solely to the 22nd DAA. Access to this data shall be limited to 22nd DAA authorized staff.

M. Complete daily financial data must be made available to the 22nd DAA finance department, which financial data must include daily sales broken down by cash and credit, daily ride and game redemption individually as well as by owner, a complete seller analysis that will allow the 22nd DAA to balance each seller to the money room, daily APP sales, daily kiosk sales, individual ticket type sales, and any other report upon request of the finance department.

N. System must have the ability to handle extremely heavy walk up traffic.

O. The system should include a proven, reliable and customizable application approved for mobile iOS and Android-based mobile operating systems available for download on the mobile device at no charge to the consumer.

The application also must include:

1. The ability to purchase and redeem digital tickets with mobile device allowing the guest to bypass ticket booths.
2. Security measures to avoid fraudulent sales such as verifications that match the security of credit card transactions. IE: address/zip/CCV
3. The ability to view balances and usage history.
4. The ability to reload devices with credit.
5. The ability to collect e-mail and other data from users for marketing purposes.
6. A secure system of collecting customer data that is managed and agreeable to the 22nd DAA.

Q. The following services are to be included with the digital ticketing system:

1. Complete installation, configuration, and testing of all aspects of the system including hardwired and wireless connectivity prior to June 3, 2020.
2. Configure scanners, kiosks and POS system prior to the event and all maintenance and repair as necessary during the event.
3. 24/7 customer service support team prior to and during the event.
4. All training needed for sales and redemption team members prior to opening of the Fair.
5. All necessary system backup equipment for contingency purposes.
6. All real time customizable reports on demand as requested by management.
7. Final teardown and removal.

3.5 DIGITAL TICKETING SYSTEM REQUIRED DOCUMENTS

The following documents must be provided with your technical proposal. Failure to provide any of these documents will cause your proposal to be scored negatively.

A. Provide a narrative or evidence that describes or validates how the digital ticket system meets or exceeds all of the requirements identified above in Section 3.4, subsections A through Q.
B. A detailed description of at least 3 events at which you have provided a hardwired data connection for a complete digital ticketing system, along with a wireless system for redundancy (e.g., WiFi, cellular service, cloud based service, etc.) Provide supporting evidence such as photographs and detailed descriptions of hardwired equipment.
C. Provide a detailed narrative that describes all of the security protocols developed in the system or outside the system that prevent opportunities for unauthorized access, fraudulent financial
transactions, manipulation of the 22nd DAA's data, protection of data, and protection of customer
data and personal information. This may include, for example, external audits that confirm sales
transactions and protection from unauthorized manipulation of data and transactions etc.
D. Describe how independent carnival ride operators will be trained to use Proposer’s system,
including without limitation scanner operation.

3.6 STATEMENT/SCOPE OF WORK – GAME OPERATIONS

Payment for all carnival rides and games must include a cashless and 100% digital tickets - no cash
is accepted. The Proposer awarded this contract will be required to provide the 22nd DAA with 1739
linear feet of carnival games of skill in a variety and quantity approved by 22nd DAA management
(including a minimum of 7 group games) for the full run of the Fair for each calendar year during the
term of the contract.

If the Proposer is subcontracting the digital ticketing system, the Proposer must own and operate at
least 80% of the carnival games (see Section 3.1 above for further details). If the Proposer owns and
operates the digital ticketing system and is subcontracting the carnival game operation, one carnival
game subcontractor must own at least 75% of the carnival games. The remaining 25% of the carnival
games may be subcontracted to one or more additional subcontractors. Sub-contractors are subject
to all the same terms and conditions of the RFP, the Licensee Handbook and all applicable insurance
requirements. Proposer must maintain access to every carnival game owned or operated by a
subcontractor throughout the duration of the Fair. For the 2020 San Diego County Fair, the
successful Proposer may begin the set-up of games on June 3, 2020. Tear down may begin July 6,
2020 but must be completed by July 7, 2020. The set-up and tear down dates may vary from year to
year throughout the contract term.

The Proposer's carnival game operation is required to meet the following conditions:

A. Provide a non-agent game operation (see Exhibit A, Licensee Handbook, at p. 9).
B. Maintain a minimum 25% stock throw.
C. Maintain a proven electronic “Inventory and Reporting System” for tracking all game operations
   and game inventories to include stock giveaways within the footprint.
D. Provide the 22nd DAA with daily detailed stock reports for individual games.
E. Provide the 22nd DAA with daily stock invoices with the ability to identify stock used per game.
F. Present all carnival games in a clean and professional look with uniform paint and canopy colors.
   This requirement includes carnival games owned and operated by subcontractors.
G. Payment to the 22nd DAA will be a specific percentage of all gross revenues through the carnival
   game operation, or a flat rate of $800,000.00, whichever is greater. Proposer must include in its
   financial proposal the specific percentage the Proposer intends to share with the 22nd DAA. This
   percentage may not be less than twenty six (26) percent. For example, in 2019, the 22nd
   DAA received 24.5% of gross revenues for all carnival games operated at the Fair.
H. Permit the 22nd DAA to operate one (1) carnival game (20x12), which is owned and managed by
   the Friends of the San Diego County Fair. The Friends of the San Diego County Fair may, at their
discretion, select the operator of this carnival game.

3.7 GAME OPERATIONS REQUIRED DOCUMENTS

The following documents must be provided with your technical proposal. Failure to provide any of
these documents will cause your proposal to be scored negatively.

A. If the Proposer is subcontracting the carnival games, the proposal must comply with the
   subcontracting requirements discussed in this RFP. The Proposer must provide a detailed
   narrative disclosing its relationship with each subcontractor. In addition, the Proposer must
provide written evidence that the required percentage of carnival games are owned, and have been operated by, the Proposer, or one subcontractor, for a minimum of three (3) years.

B. A list of carnival games currently available to Proposer including, the name of each carnival game, the name of owner of each carnival game, the category for each carnival game (adult or child), the manufacture date for each carnival game, the dimensions of each carnival game, the number of attendants required to operate each carnival game, and, the pricing and prize structure of each carnival game. Scoring of this section will be on the breadth, depth, value, and whether a carnival game is owned and operated by the Proposer or Proposer’s sub-contractor(s). If the carnival game equipment is owned by another entity, Proposer must provide a copy of the complete written agreement between Proposer and the carnival game owner, a copy of the carnival game owner’s insurance certificate(s), and copies of all relevant licenses to operate the carnival game(s) in the State of California. Proposer must demonstrate that these carnival games will be available for the duration of the Fair.

C. Provide a written narrative explaining how the “non-agent approach,” as outlined in the Licensee Handbook, has been achieved at past events and how it will be applied at the Fair.

D. Provide 10 or more pictures of all aspects of proposed carnival game operation, and provide information on when and where each photo was taken.

E. Provide no less than four (4) photos of past game signage similar to that outlined in the Licensee handbook. Include the date and location of each photo.

F. Provide a written narrative of the carnival game stock operation, including how stock is managed and how Proposer has achieved the 25% minimum stock throw, as outlined in the Licensee Handbook, at past events and how it will be achieved at the San Diego County Fair. Include examples of past stock reports.

G. Provide a written narrative outlining your company’s hiring practices, staffing plan, and appearance of the game attendants. Because the San Diego County Fair prefers that carnival game attendants be paid an hourly wage, rather than on commission, please confirm if you pay, or intend to pay, your carnival game attendants an hourly wage and not a commission.

H. Provide a written narrative of the housing provided to carnival game attendants at past events and a carnival game attendant housing plan for the 2020 Fair. Please provide up to 3 pictures of planned housing.

I. Provide a detailed plan explaining how the Proposer intends to maximize revenues in the carnival game operation.

J. Provide at least (one) 1 aerial photograph from the past three (3) years showing the size and scope of the carnival game operation owned and operated by Proposer.

K. Describe your experience working with providers of online purchases-wristbands for “pay one price days”, pre-sale opportunities, etc. Include examples of the fees charged by these providers.

L. Provide a list of promotions you have provided as the primary carnival game at past events and would propose providing at the San Diego County Fair. Be specific as to when, where and the results of the promotions utilized in the past.

M. Provide a list of all subcontractors and the carnival games that are owned, and that will be operated by, each subcontractor. Please also provide evidence of insurance for each subcontractor and a narrative detailing each subcontractor’s experience, qualifications, licenses and certifications.

3.8 DEMONSTRATION / PRESENTATION

In addition to the written proposal, Proposers will be invited to give a presentation not to exceed one (1) hour that must include a demonstration of Proposer’s digital ticketing equipment and systems, reporting, and functionality of the mobile iOS and Android-based application. 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.
3.9 22ND DAA RESPONSIBILITIES

A. The 22nd DAA will provide mutually agreed upon space for stock inventory operation.
B. The 22nd DAA will provide with mutually agreed upon office space for operation of digital ticket system and carnival game operation if needed.
C. The 22nd DAA will provide one radio to interface with 22nd DAA midway admissions staff.
D. The 22nd DAA will purchase all pay-one-price and fast pass wristbands.
SECTION 4.0
RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

4.1 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 by the 22nd DAA*, if any, will be made in writing by way of an addendum issued pursuant to paragraph 4.2 below.

*Clarifications by the 22nd DAA*, if issued, will be given by written notice to all parties to whom the 22nd DAA had sent notice of the RFP and to persons or entities who have requested to be given notice of any modification or notices.

4.2 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.*

4.3 DEFINITIONS

The use of “shall,” “must” or “will” indicates a mandatory requirement or condition in this RFP. Failure to comply with such mandatory requirements or conditions may, at the sole and absolute discretion of the 22nd DAA, result in the disqualification of a proposal.

The words “should” or “may” indicate a desirable attribute or condition, but are permissive in nature and may affect the score the proposal receives.

4.4 GROUNDS FOR REJECTION OF PROPOSAL

A proposal *shall* be rejected 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 misdelivery.
- The Proposer has submitted multiple proposals in response to this RFP, without formally withdrawing other proposals.
- The Proposal does not meet all of the Minimum Required Qualifications identified in Section 3.2 of this RFP.

A proposal *may* be rejected if-

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• It is not prepared in accordance with the required format, or all information is not included as required by this RFP.

• It is conditional or has deviations that take material exception to the RFP requirements or, if in the 22nd DAA’s opinion, it fails to consider or address major RFP requirements or sections of the statement work to the degree that it becomes non-compliant.

• 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.)

• It is unsigned.

4.5 STATES 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 reserves the right to reject any or all of the proposals in part or whole; re-advertise this RFP; postpone or cancel this RFP process at any time; or waive any irregularities in this RFP at any time during the process.

4.6 PROTESTS

A Proposer 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 proposed award was posted. 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 posting period, if no protest is filed, the contract is 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.

PLEASE NOTE: 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.

4.7 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 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.

4.8 CONFIDENTIALITY OF PROPOSALS

The 22nd DAA will hold the contents of all proposals in confidence until issuance of the Notice of Proposed Award; once issued and posted, no proposal will be treated as confidential.

4.9 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. In addition, a 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 on that basis be rejected.
SECTION 5.0

EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to 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, but is not required to, interview a Proposer for clarification purposes only. The Proposer will not be allowed to ask questions concerning other proposals, but may only respond to clarification questions from the Committee. Proposals cannot be amended by the Proposer after the time and date designated for receipt.

5.1 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 submittal (receipt) was received by the deadline time and date;
- The RFP’s physical format requirements were met; and
- The required forms and documents were included with the submittal.

This is not a public review.

B. Proposals that meet the submittal format requirements, as stated in the previous paragraph “A,” will be submitted to the Committee for:

- Review of Proposer’s qualifications and experience to determine if the minimum requirements have been met;
- Confirm that the information is presented in the format required by the RFP; and
- Confirm that all required documents are included and correctly executed.

Proposals that do not present the minimum qualifications, the information in the format required, or provide the required documentation shall be rejected as non-responsive.

This is not a public review.

C. The 22nd DAA reserves the right to verify any references and experience 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 proposal that is deemed responsive and assign points to the technical proposal based on quality and completeness, the Proposer’s experience and qualifications, quality of proposed personnel, and/or management plan. Review of the technical proposal is conducted by the Committee without influence of price.

E. The Committee will schedule interview(s)/presentation(s) with Proposers that meet the requirements of paragraphs “A” and “B” above. The Proposers will be allowed a one (1) hour presentation that must include a demonstration of Proposer’s digital ticketing equipment and systems, reporting, and functionality of the mobile iOS and Android-based application. 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. Following the
presentation, the Committee may interview the Proposer and ask for clarification of the proposal. Following any interview/presentation(s), the Committee members may decide to re-score proposals based on clarification gained by the interview/presentation.

F. In order to obtain the average technical score for each Proposer, the total points of each reviewer will be added up for each Proposer and the result divided by the number of people on the Committee.

G. The “Financial Proposal” of all Proposers that meet the minimum required qualifications of this RFP will then be opened. 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%).

H. Selection of the award is based on the highest score of the responsive proposals, as described in Sections 2.8 of the RFP. Please refer to the Financial Proposal Form for additional information. In the event of a tie, the Contract shall be awarded to the Proposer with the higher score on the Technical Proposal. In the event that there is a tie on Technical Proposal, the tie will be broken by the toss of a coin by the Contracts Manager or designee in the presence of any authorized representative of the proposers.

I. All Proposers will be notified of the results. Notice of the proposed award will be posted for five (5) working days at the 22nd DAA’s Contracts Department. During that period of time, a protest may be filed. (See, Section 4.6, supra.)

5.2 EVALUATION CRITERIA TO BE REVIEWED AND SCORED IN EACH SUBMITTED PROPOSAL

5.2.1 Minimum Qualifications – See Section 3.2 for details (Pass or Fail)

5.2.2 Technical Proposal Digital Ticketing System- Experience, Qualifications & Ability to Perform or Satisfy the 22nd DAA’s Requirements (100 points possible)

5.2.3 Technical Proposal Carnival Game Operations- Experience, Qualifications & Ability to Perform or Satisfy the 22nd DAA’s Requirements (100 points possible)

5.2.4 Financial Proposal - Cost/Price Component (Maximum 100 Points Possible)

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

The technical proposal consists of two components - the digital ticketing system component and the carnival game operation component. Each component has a maximum point value of 100 points for a combined value of 200 points.

5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

The following describes the evaluation criteria for scoring and composition that will be used to determine point values for the digital ticketing system component of the technical proposal. Based upon the information/composition provided in the “Digital Ticketing System 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.

a. Proposer’s Relative Experience and Qualifications - (30 points)
Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity to the midway operations San Diego County Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

b. Staffing and Management - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel’s level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:
• education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
• a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
• a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
• a brief description of relevant services provided to other clients; and
• other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

• Items A – D in Section 3.5 Digital Ticketing System Required Documents
• How the proposed solution meets all of the requirements described in the scope of work;
• All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
• Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
• Proposed organization of work & method is sound and reasonable;
• How the projected timeline meets or exceeds expectations;
• Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
• The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
• Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
• Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
• Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
• Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
• Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

The following describes the evaluation criteria for scoring and composition that will be used to determine point values for the carnival game operation component of the technical proposal. Based upon the information/composition provided in the "Carnival Game Operations 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.

a. Proposer's Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer's subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the San Diego County Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

b. Staffing and Management - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel's level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.
Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA’s carnival game operations requirements. Identify key staff members, describe each key staff member’s experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.
5.3.3 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**

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Compliant 0%</td>
<td>Fails to address the component or the Proposer does not describe any experience related to the component.</td>
</tr>
<tr>
<td>Poor 1-30%</td>
<td>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.</td>
</tr>
<tr>
<td>Fair 31-70%</td>
<td>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.</td>
</tr>
<tr>
<td>Good 71-80%</td>
<td>The response fully addresses the section and provides a good quality solution. Good degree of confidence in the Proposer’s response or proposed solution.</td>
</tr>
<tr>
<td>Excellent 81-90%</td>
<td>All considerations of the section are addressed with a high degree of confidence in the Proposer’s response or proposed solution.</td>
</tr>
<tr>
<td>Outstanding 91-100%</td>
<td>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.</td>
</tr>
</tbody>
</table>

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 “Section 5.3.1 a Digital Ticketing System Proposer’s Relative Experience and Qualifications” (maximum 30 points) is determined to be “Excellent 90 %” it will receive 27 points (0.9 x 30). If another Proposer in the same category is “Fair 70%” it will receive 21 points (0.7 x 30).

5.3.4 FINANCIAL PROPOSAL - Cost/Price Component (Maximum 100 Points Possible)

The Proposer is required to share twenty six (26) percent or greater of the gross revenue from the carnival games with the 22nd DAA. The financial proposal that provides the 22nd DAA the highest percentage of the gross revenue from the carnival game operation shall receive 100 points. The score for each of the lesser financial proposals shall be determined utilizing the following formula: the next lowest percentage proposal being scored will be divided by the highest percentage financial proposal and then multiplied by 100 points. For illustrative purposes only, below is a table showing the Financial Proposal scores that would be awarded to three proposers based on the following proposals:

*Proposal No. 1 – 22nd DAA retains 41% of gross revenue from carnival game operation*
*Proposal No. 2 – 22nd DAA retains 39% of gross revenue from carnival game operation*
*Proposal No. 3 – 22nd DAA retains 37% of gross revenue from carnival game operation*
<table>
<thead>
<tr>
<th>Proposal</th>
<th>Proposed Gross Revenue Share to 22nd DAA</th>
<th>Points Awarded</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal No. 1</td>
<td>41%</td>
<td>100 points</td>
<td>Maximum point value awarded to Proposer that provides highest percentage of gross revenue share to 22nd DAA</td>
</tr>
<tr>
<td>Proposal No. 2</td>
<td>39%</td>
<td>95.12 points</td>
<td>(39% + 41%) x 100 = 95.12</td>
</tr>
<tr>
<td>Proposal No. 3</td>
<td>37%</td>
<td>90.24 points</td>
<td>(37% + 41%) x 100 = 90.24</td>
</tr>
</tbody>
</table>
SECTION 6.0

MANDATORY FORMAT AND CONTENT REQUIREMENTS

6.1 INTRODUCTION

This section provides instructions to the Proposer regarding the mandatory proposal format and content requirements.

The Proposer must remember that:

- All proposals submitted must follow the proposal format instructions;
- All information must be presented in the order and manner requested;
- All questions must be answered; and
- All requested data must be supplied.

Proposals not following the required format may be deemed non-responsive and therefore rejected.

6.2 PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as two (2) separate documents placed in two (2) separate sealed packages; both sealed packages are inserted into a third package. All packages need to be clearly labeled in the manner described in Section 2.7.

Package #1 – Technical Proposal

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.

Page One of the Proposal:

The first page of the Proposer's "Technical Proposal" must be a signed 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 19-04, 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.

Table of Contents (these materials should be included after the signed cover letter):

- Proposer's Technical Proposal as described in Section 5.3.1 and 5.3.2;
- a completed, dated and signed “Proposer/Contractor Status Form”;
- Certificate re California Government Code 1090 Disclosure of Interests Form;
- a copy of the "Small Business Certification Approval Letter", if Proposer is claiming the Small Business Preference;
- 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 to application to OSDS.
- Or, if the Proposer is claiming the preference as a non-small business subcontracting with certified SB/MB (s), the Proposal must include written confirmation listing the small businesses that Proposer commits to subcontract with for a commercially useful function in the performance of the contract with the 22nd DAA. The list of subcontractors must include the following information for each subcontractor:

  1. Name;
  2. Address;
  3. Phone Number;
  4. Description of work to be performed;
  5. Dollar amount or percentage per subcontractor.

The written confirmation must also include the subcontractor's certification or indicate whether the subcontractor's application(s) are on file with OSDS.
- a copy of Proposer's current insurance certificate.

Package #2 - Financial Proposal

The Financial Proposal Form must be completed, signed and dated.
SECTION 7.0

REQUIRED FORMS AND DOCUMENTS SECTION

7.1 FORMS TO BE COMPLETED AND SUBMITTED BY PROPOSER

- Proposer/Contractor Status Form**
- Certificate re California Government Code 1090 Disclosure of Interests Form
- Small Business Documentation, if applicable, as described in Section 2.9
- Applicable DVBE Documentation as described in Section 2.11
- Financial Proposal Form

**** 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.

7.2 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)

Form shown with an asterisk (*) can be located at:

http://www.ols.dgs.ca.gov/Standard+Language/default.htm

- Standard Agreement (Exhibit C)
- Payee Data Record
- Contractor Certification Clauses
- Special Contract Terms and Conditions
- * General Contract Terms and Conditions
- Insurance Requirements
- 2020 Licensee Handbook (Exhibit A)
- 2019 Arial Photos (Exhibit B)
- 22nd DAA Conservation Policy (Exhibit D)
- Preventing Storm Water Pollution (Exhibit E)
PROPOSER/CONTRACTOR STATUS FORM

RFP #19-04

Contractor’s Name ___________________________________________ Federal Employer ID # ______________

(full business name)

Address ____________________________________________________ County _______________________________

City __________________________ (principal place of business) Zip Code __________________________

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 and complete name of the sole proprietor: (i.e., “John Roe Smith”, not “J. Roe Smith” or “John R. Smith”)

________________________________________________________

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

If a partnership, list each and every individual partner, (1) identifying each individual partner’s full name; (2) stating whether each individual partner is a limited partner or a general partner; and (3) identifying the specific interest of each individual partner 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 conduct business in California: ____________________________

(Date)

Current officers

President: ______________________ Vice President: ______________________

Secretary: ______________________ Treasurer: ______________________

Other Officers: ______________________

RETURN THIS FORM WITH YOUR PROPOSAL
Status Form Page 1 of 2
PROPOSER/CONTRACTOR STATUS FORM (Continued)

RFP #19-04

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 business name statement 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 bid package.

Your small business ID number: ____________________________

Pending Litigation or Hearings

List any civil or criminal litigation, administrative hearings currently pending or filed against the Proposer’s organization, owners, officers or employees, within the last three years. State the case number, cause(s) 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 & Title) (Signature)

(Date)

If this status form is not completely filled out, signed and submitted with Proposer’s response to the RFP, the proposal will be rejected as non-responsive.
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

I ___________________________ as a representative of ___________________________
Print Name

Name of Proposer ("Proposer")

and with the authority, acknowledge that, the above Proposer has read, understands, and agrees to comply with (1) the requirements of California Government Code, Section 1090 et seq.; and (2) any and all other conflict of interest and ethics laws applicable to Proposer in 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 Proposer’s obligations pursuant to this RFP or any resulting Agreement. The Proposer agrees to cooperate fully with the 22nd District Agricultural Association ("22nd DAA") and 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 California law, including Government Code Section 1090, et seq., may be considered void and the Proposer shall not be entitled to any reimbursement or compensation for the Proposer's performance of the resulting Agreement, including reimbursement of costs or 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 rights and remedies at law and in equity concerning any such violation.

The Proposer agrees to provide a written list to the Contact Person listed on the cover of the RFP identifying all known, suspected, or potential financial or familial interest with any 22nd DAA director, official, officer or employee and/or their respective immediate family members, 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
Certificate re CGC 1090 and Disclosure Form
Page 1 of 2
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

"Continued"

☐ I certify that I have no known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA.

☐ 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)

☐ 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.

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
Certificate re CGC 1090 and Disclosure Form
Page 2 of 2
In order to submit a financial proposal, the Proposer must abide by all of the parameters as set forth in this RFP. This Financial Proposal Form is submitted for the entire work as described, and shall be used for comparison and evaluation purposes. This form may not be modified. Any changes made to this form, including but not limited to exceptions, deletions, or additions, may be the basis for rejection of the Proposal. Certified small business Proposers who have included in their proposal a copy of their Small Business Certification Approval Letter shall be granted the applicable preference. The preference shall not exceed five percent (5%). The financial proposal is worth up to 100 points. The financial proposal that offers the highest percentage of gross sales from the carnival game operations to the 22nd DAA shall receive 100 points. The score for each of the other financial proposals shall be determined utilizing the following formula: divided the percentage of gross sales included in the financial proposal by the highest percentage of gross sales, then multiplied by 100 points (e.g. $25% \div 30% = .83 \times 100 = 83$ points). See Section 5.3.4 of this RFP for more details regarding scoring of the financial proposal component of this RFP. The financial score will be added to the technical score to achieve the over-all score for each proposer.

- In the event of a tie, contract shall be awarded to the Proposer with the higher score on the Technical Section.
- In the event of a tie on the Technical Section between two Proposers, the tie will be broken by the toss of a coin by the Contracts Manager, or designee, in the presence of any authorized representatives of the Proposers. In the event of a tie on the Technical Section 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 Contract's Manager, or designee, shall be the deemed the winning Proposer.

**Line Item #1:** As described in the Statement/Scope or Work, the Proposer must provide, install, and maintain a complete and fully operational digital ticketing system for all rides and games at the SD County Fair at no cost to the 22nd DAA. In exchange for this valuable system, the 22nd DAA will authorize the Proposer to operate all but one of the carnival games at the SD County Fair for the duration of the fair. Proposer shall share with 22nd DAA a percentage of the gross sales from the game operations at the SD County Fair. The percentage of gross sales offered by the Proposer shall be fixed for the duration of the contract. The minimum allowable share to the 22nd DAA is twenty six (26%) percent.

**Line Item #2:** All labor, materials, equipment, taxes, fees or other costs to provide (1) the digital ticketing system for all rides and games at the SD County Fair and (2) the carnival game operation at the SD County Fair shall be the responsibility of, and paid for entirely by, the Proposer. In exchange, the Proposer will receive a portion of the gross revenue from the SD County Fair carnival game operation, less the 22nd DAA's percent share (Line Item #1). The only exception to this is the "rental fee" for digital ticketing system scanning devices that must be used by ride operators during the SD County Fair. The 22nd DAA will charge each ride operator its share of this pass through cost. The rental fee for the handheld digital ticketing system scanning devices will be for the duration of fair, fixed for the contract term and shall not exceed $400.00 per handheld digital ticketing system scanning device per year. No other costs will be allowed under the resulting agreement from this RFP.

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 1 of 2
FINANCIAL PROPOSAL FORM (Continued)

RFP #19-04

Proposer offers to provide the digital ticketing system and carnival game operations for the San Diego County Fair as described in the statement/scope of work of this RFP and detailed above for their share of game revenue, with the exception of the rental fee for the handheld digital ticketing system scanning devices. The 22nd DAA will receive the percentage of gross game revenue stipulated below. All other costs, including all labor, materials, equipment, fees and California sales tax if applicable will be the bourdon of the Proposer.

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>#1</td>
<td>22nd DAA's Share of the Annual Gross Revenue from Carnival Game Operations. The 22nd DAA's share may not be less than 26%.</td>
<td></td>
</tr>
<tr>
<td>#2</td>
<td>Hand Held Wireless Scanner Annual Rental Fee (NTE $400.00 each per year)</td>
<td>$</td>
</tr>
</tbody>
</table>

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

If yes, Proposer must submit the Small Business Certification Approval Letter with the technical proposal package. All Proposers' must provide the following information and sign this form in order for the "Financial Proposal Form" to be considered.

FIRM NAME

FEDERAL IDENTIFICATION NUMBER

COMPLETE MAILING ADDRESS

TELEPHONE NUMBER

CITY, STATE, ZIP CODE

FAX NUMBER

Proposer certifies to the 22nd DAA that Proposer has thoroughly familiarized him/herself with the terms and conditions of this RFP and any addenda, and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the RFP would have revealed. **Important: It is the Proposers responsibility to ascertain and confirm, they have received all addenda issued to this RFP before submitting a proposal. The Proposer must acknowledge their receipt of all Addenda in the space provide bellow. Your failure to acknowledge all Addenda will result in your proposal being found non-responsive.**

List and acknowledge all addenda here: __________________________________________

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

PRINT NAME & TITLE ___________________________ SIGNATURE ___________________________

DATE ___________________________

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 2 of 2
2020 SAN DIEGO COUNTY FAIR

Presented by
22ND DISTRICT AGRICULTURAL ASSOCIATION
of the
STATE OF CALIFORNIA

Gavin Newsom.................................................................Governor

2020 22nd DAA BOARD OF DIRECTORS

Richard Valdez .................................................................President
Lisa Barkett .................................................................Vice President
Lee Haydu .................................................................Director
Kathlyn Mead .................................................................Director
Don Mosier .................................................................Director
Sam Nejabat .................................................................Director
Fred Schenk .................................................................Director
Pierre Sleiman .................................................................Director
David Watson .................................................................Director
Timothy J. Fennell ......................................................CEO / General Manager

Managing staff:
Katie Mueller ..........................................................Deputy General Manager Fairtime Operations
Donna Ruhm .................................................................Concession Director
Tony Guadagno ...........................................................Midway Manager
2020 SAN DIEGO COUNTY FAIR
22nd District Agricultural Association

Game Operator Licensee’s Handbook

FAIR DATES
June 5, 2020 through July 5, 2020
Closed Mondays

MIDWAY OPERATING HOURS

All rides, games and food will be required to open and close in compliance with the hours established below, however, these hours may be subject to change at the discretion of the Midway Management, whose decisions on such matters are final.

ADULT FUN ZONE:

<table>
<thead>
<tr>
<th>Opening Hours</th>
<th>Closing Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 5 (Friday)</td>
<td>4 p.m.</td>
</tr>
<tr>
<td>Tuesday – Friday</td>
<td>Noon</td>
</tr>
<tr>
<td>Saturday, Sunday</td>
<td>11:00 a.m.</td>
</tr>
<tr>
<td></td>
<td>Sunday – Thursday approx. 11:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>Friday &amp; Saturday approx. 12:00 a.m.</td>
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</tbody>
</table>

KID ZONE:

<table>
<thead>
<tr>
<th>Opening Hours</th>
<th>Closing Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 5 (Friday)</td>
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</tr>
<tr>
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<td>Noon</td>
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<tr>
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<td>11:00 a.m.</td>
</tr>
<tr>
<td></td>
<td>Sunday – Thursday approx. 10:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>Friday &amp; Saturday approx. 11:00 p.m.</td>
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DEFINITION OF TERMS:

22nd DAA or STATE OF CALIFORNIA:
Owners and operators of the San Diego County Fair

DISTRICT:
The San Diego County Fair, 22nd District Agricultural Association, its consultants, management and staff

INDEPENDENT MIDWAY:
Rides/shows, games and food individually contracted

LICENSEE:
Ride/show, game and food owners

OPERATOR/EMPLOYEE:
Person(s) operating rides/shows, games or food stands

IT IS THE RESPONSIBILITY OF THE LICENSEE TO FAMILIARIZE YOURSELF AND YOUR EMPLOYEES WITH THE FOLLOWING RULES AND REGULATIONS.

For Further Information Contact:

CONCESSIONS OFFICE
P.O. Box 1088
Solana Beach CA 92075
(858) 792-4218
Fax (858) 792-4236
Introduction

The San Diego County Fair Midway is substantially different than that of a single carnival operation at a fair. It is composed of a number of individual, independent ride and food owners and a single game operator.

The game operator is selected through the RFP process administered by District management. All State established criteria for carnivals in operation of a state-funded fairgrounds are operative in the San Diego County Fair Midway, with additional criteria developed by the 22nd DAA management and staff specifically applied to the participation in the San Diego County Fair Midway.

GENERAL OPERATING POLICIES AND PROCEDURES

Employees or their families or officers of the 22nd DAA may not have a financial interest in any ride, game or food operation on the fairgrounds.

The misrepresentation of any ride, game and/or food ownership; operation, or appearance on the application and photographs accompanying applications shall be grounds for immediate removal from the San Diego County Fair, and the owner of such equipment waives all claims for damages against the 22nd DAA, San Diego County Fair, its officers, agents and employees.

District management reserves the final and absolute right to interpret rules and regulations and to arbitrarily settle and determine all matters, questions or differences in regard thereto, or otherwise arising out of, connected with, or incident to the San Diego County Fair Midway. It further reserves the right to determine unforeseen matters not covered by these rules, and to amend or or add to these rules as in its judgment it may determine necessary.

It is written policy of the State of California and further reinforced by this management that under no circumstances at any time shall there be any gifts or gratuities offered to an employee or officers of the 22nd District Agricultural Association as they are not permitted to accept them. Nor is any Licensee obligated or expected to offer discounts, gifts or gratuities to any District staff. Owners/Concessionaires solicited by District employees or officers of the 22nd District Agricultural Association for free gifts or services should immediately report such incidents to the Concessions Director.

ACCIDENTS/INCIDENTS
It is mandatory that all incidents and/or injuries are reported to the Midway Office immediately.

BADGING
Photo I.D. badges issued by the San Diego County Fair must be worn as prescribed by the San Diego County Fair in public view at all times by all on-duty midway employees, owners, and operators.
I.D. badges are the property of the San Diego County Fair. Persons terminated or leaving employment prior to the conclusion of the fair must return their photo I.D. before leaving the fairgrounds.
CLEAN UP & WATER USE DURING SET-UP
Run off that does not go directly into the sewer system is a violation of the Clean Water Code. (Please refer to attached Exhibit G) Therefore, water use for any equipment will be strictly prohibited.

CLOSING NIGHT PROCEDURES
All ride, game and food owners will be given closing night procedures and schedules for July 5, 2020. Please be sure that you read them and instruct your personnel involved in closing accordingly.

DRUG TESTING
All Midway Personnel must pass a drug test for employment on the midway and are thereafter subject to random testing. There will be no re-testing for those who have tested positive for substance use.

ECO GUIDELINES
The Fairgrounds is in a beautiful location right on wetlands, Steven’s Creek, San Dieguito River and the Pacific Ocean. This reminds us every day that we are responsible for our treatment of the environment. Our expectation is that while you are here you will also treat these resources with the respect that they deserve by following our very simple Eco Guidelines.

- **Batteries** AAA-DDD batteries (no auto batteries) must be collected and recycled separately from the blue recycling bins. Please take them directly to the staff at the Recycling Yard located in the Red Lot near the Fire Station and Warehouse.
- **Hazardous Waste** Paint, paint materials and all other hazardous wastes MUST be taken with you when you leave.
- **Ice & Other Liquids** Put all unwanted ice in the wash rack in the Maintenance Area. Please do NOT put ice or any other liquid in planters or on the ground.
- **Lighting** All lighting must be LED lighting (prohibited—fluorescent, halogen, incandescent lights)
- **Packaging Peanuts** Unwanted packaging peanuts MUST be bagged in a CLEAR bag and thrown into a trash bin. Do NOT put these in a recycle bin. If your packaging peanuts blow away, you are responsible for chasing them down & keeping them from becoming litter.
- **Prohibited Materials** Styrofoam/polystyrene product containers are prohibited. All containers must be made of paper or compostable material (no plastic).
- **Recycling** Cardboard boxes must be emptied, broken down and recycled. Flattened boxes are to be deposited into the designated BLUE 3 yard bins located behind buildings or in your designated area. Bottles & Cans go in the Blue wheeled containers.
- **Trash** Each operator must keep their surrounding area free of trash. ALL trash must be bagged in CLEAR bags and deposited into trash dumpsters. DO NOT leave bagged trash next to smaller trash cans in public areas – these are for the use of guests. Every operator and employee will be responsible for sweeping all trash from in and around their booth, out to the front of the booth, at the close of business each day. The area surrounding balloon games must be monitored throughout the day and swept as needed. Empty cartons must not be placed behind or under equipment, nor should they be disposed of in the trash containers meant for public use. There will be a disposal unit for cartons outside of the midway gate.

*Fairgrounds staff will be monitoring all areas for proper compliance with Eco Guidelines. Violations will be issued accordingly.*
EMPLOYEE/OPERATOR GUIDELINES
Licensee shall be solely and absolutely responsible for the conduct and personal appearance of all personnel in his/her employ. It is the responsibility of the midway owners to ensure that all employee/operator behavior and appearance is acceptable to District Management. In addition, the following guidelines will be strictly enforced:

- Foul or abusive language will not be tolerated
- No employee shall touch, grab, or in any way physically restrain any customer
- Use of drugs or alcoholic beverages by midway employees/personnel will not be tolerated.
- Operators/employees shall be uniformly attired in District approved uniforms, ID badges visible, black or khaki pants only (no jeans)
- Proper closed-toe and heeled shoes (no flip flops) must be worn for safety purposes.
- Smoking, or any other use of tobacco or E Cigarettes, is prohibited for Fun Zone and Kid Zone personnel who are on duty. Tobacco use must be restricted to relief periods, safely away from the public view and attractions, such that matches, ashes and cigar/cigarette butts can be properly disposed of for safe and easy cleanup. The fairgrounds is a non-smoking / non-vaping facility for the public. The Concessions Department will apprise owners of suitable smoking areas out of public view for their personnel on break

An employee terminated for any reason must have approval of Midway Management before being rehired by another company. It is the responsibility of each owner to notify management of the termination of any employee (See also, BADGING)

Any employees/operator found to be in violation of these rules will be immediately removed from the fairgrounds and barred from working in any capacity at the San Diego County Fair.

HOUSING/LIVING QUARTERS
A limited number of jockey quarters and trailer spaces with full and partial hook ups are available for operators / employees working on the fairgrounds. Personnel are not permitted to stay on grounds until housing is available approximately May 25, 2020. All personnel staying on District property must adhere to Housing Rules and Regulations. Please note there will be no refunds for cancelled reservations.

INFRINGEMENTS
All infractions of the Rules and Regulations outlined in the Licensee’s Handbook will be documented. Infractions become part of the annual evaluation and may seriously jeopardize future participation.

LAWS: FEDERAL, STATE, COUNTY Participants must adhere to federal, state and county laws and ordinances — including but not limited to:

- **POSSESSORY INTEREST TAX:** This rental may create a possessory interest subject to property taxation and the licensee may be subject to the payment of property taxes levied on such interest. Information concerning the possessory interest tax that results from your contract with the 22nd DAA is available from the County Tax Assessor’s Office at 1600 Pacific Highway, San Diego, CA 92101, or by calling their office at (858) 505-6081. In brief the law states: “Under State law, a possessory interest is the taxable value for the private use of nontaxable public property. The taxable value of the possessory interest is determined by considering the length of the rental, the rental payments and the permitted use of space.”

Note: The property tax bill for the use of your space at the San Diego County Fair during June/July 2020 will not be issued by the County of San Diego until October 2020. Please remember that this is in addition to, and is not included in, any other payments that you make to the 22nd DAA.
• WORK PERMIT LAW
Licensees who employ youth under the age of 18 are required by law to ensure such employee holds a valid work permit. This includes adhering strictly to all applicable child labor laws.

MEDIA
With a fair as large and complex as ours, it is important that all publicity information be coordinated through one office. ALL MEDIA/PR inquiries pertaining to the Fair and Fairgrounds must be cleared through the Public Information Officer for accuracy and timelines before they are distributed. Please contact the Public Relations/Information Officer Annie Pierce at 858-792-4262 or by email aplierce@sdfair.com to coordinate prior to media outreach.

New media are always looking for story ideas, and they contact our public relations office to get them. By giving your information to this department, you will make your job easier as well as ours.

PARKING PERMITS
A limited number of parking permits will be issued to owners and authorized employees and will be valid only in designated areas.

PERMITS – CARTS
All carts must have a permit to be operated on the fairgrounds. Cart permits are available on a limited basis from the Concessions Office. Valid driver’s licenses are required to operate a cart.

SET-UP
Games and support equipment (including living quarters, storage and office units) must be positioned on the Fun Zone and Kid Zone with approval of the Midway Manager. Once a site is assigned, no placement of equipment or storage of merchandise outside that space, or on the exterior of any game, will be allowed without the prior approval of the Midway Manager. All set up must be completed in such a time and manner as to insure they are fully operational prior to the opening of the Fun Zone and Kid Zone.

SIGNS
All signs must be professionally made, neat in appearance and of a size and type approved by Midway Management. Hand-lettered signs, “paste-over” sign changes, hand-written sign corrections and felt marker signs are not permitted.

SKATEBOARDS/BICYCLES

Bikes are prohibited on the grounds other than those that are authorized by the District for Security and Medical personnel.

Skateboards or roller skates/BLADES are prohibited for personal transportation on the fairgrounds at all times.
SMOKING
The San Diego County Fair is a non-smoking facility (including E-Cigarettes)

SOUND
The use of any sound system, PA system, or noise-making device must have the approval of the Midway Management. Sound levels will be checked daily and shall not exceed 85 decibels at ANY time. Failure to observe this limit could result in revocation of the privilege. The decision of the Midway Management regarding sound levels will be final. **Horns and sirens will not permitted after 10:00 pm**

SUBLEASING
Licensees are strictly prohibited from subleasing, assigning or apportioning the whole or any part of the contracted space without prior written approval. THE CONTRACT OF ANY LICENSEE ENGAGING IN SUCH PROHIBITED ACTIONS SHALL BE SUBJECT TO IMMEDIATE CANCELLATION.

TOWING
Towing cars is necessary to maintain order in our parking lots and we will not hesitate to do so. In the event your vehicle has been towed please go directly to the Guest Services office where you will receive instructions on recovering your vehicle. Do not go to the Concessions Office, as we will be unable to help you.

UTILITIES
Licensees are responsible for the proper installation and operation of their equipment. The District will not be responsible for damage resulting from improperly wired or installed equipment. Owners must supply 100’ of lead wire and all appropriate “plug in” hardware that meets the requirements of the San Diego County Fair equipment. **Hard wiring of electrical equipment is prohibited.**
GAME OPERATIONS

IN ADDITION TO GENERAL POLICY AND PROCEDURES, GAME OPERATION MUST ADHERE TO THE FOLLOWING POLICIES AND PROCEDURES. INFRACTIONS OR VIOLATIONS OF THESE POLICIES MAY RESULT IN IMMEDIATE EXPULSION OF OFFENDER. REPEATED INFRACTIONS WILL RESULT IN REMOVAL OF THE GAME.

CASHLESS MIDWAY POLICIES

- ONLY DISTRICT ISSUED TENDER (i.e. digital tickets) IS TO BE ACCEPTED -- NO CASH TRANSACTIONS ARE PERMITTED AT ANY TIME
- Only District issued scanners may be used and may not be altered.
- All game play requires payment before each play. Charging after play is not permitted.
- Attendant may not handle the player’s redemption card at any time.
- Attendant is required to inform player of tickets deducted for each play and remaining balance.
- Attendants with digital tickets or cash on their person while operating the game are subject to immediate termination—owners shall provide an area to store personal belongings.
- All employees must attend digital ticketing system training sessions.
- Operators will incur a rental charge for each scanner.
- Price to play each game will be mutually agreed upon by District and Owner.

GAME APPEARANCE AND SIGNAGE

- All equipment and canvas must be new or like-new and in a uniform style/color.
- Only LED lighting is permitted
- No obstacles shall be permitted to hinder the play of the player, i.e. low hanging plush on pitch games. All large items must be contained inside game. No stock is to be on the ground.
- Every game shall have conspicuously posted, at all times while in operation, how the game is played and exactly what is required of the player in order to win each prize offered as well as game rules as provided by the District and must be visible at all times.
- The District will provide a sign indicating the appropriate number of digital tickets required for play.
- Signs must be of permanent type material such as wood, metal, plastic or Masonite, and the lettering shall be plainly legible to the public eye. All prize signs must be in figures at least 4” (four-inch) in height and must be professionally made. Any restrictions on numbers or types of prizes which may be won by an individual player per day must be clearly posted.

GENERAL RULES

- No game shall be permitted in which the outcome of the game is dependent upon the judgment of the attendant.
- No flat stores, alibis, games of chance, or mixed games of chance and skill will be permitted.
- No game of skill may be played without charge for use or play, or for an amount greater or less than the approved and posted cost of game. No free or “bonus” play may be provided as an incentive for customers to start games.
- No personal items are to be given away as an incentive to play a game (i.e. Xbox, I-Pods, etc.)
- Group games are limited to: one to three players win small toy; four and up equals choice.
- Foul lines are not permitted for any game operation.
- If the game requires the employee to stand outside the game, they must remain within 4 feet from counter as designated by tape on the ground (or matting)
• Bank-a-ball games shall have baskets or tubs secured in such a manner that they don’t move — NO edge shots are to be called. However, it may be constructed in such a manner that there is a device located on the edge devised to fall when struck.
• Approval must be received from management for the usage of microphones. The decision of Midway Management regarding sound levels will be final.
• There will be no substitute games without the approval of Midway Management.
• Any game operating with mechanical or motorized equipment must be equipped with a 2 ¾ pound ABC fire extinguisher.

MERCHANDISE
• NO CASH PRIZES ARE PERMITTED
• Games shall run a minimum of 25% giveaway (cost does not include freight or labor).
• Operators must provide daily detailed stock reports for individual games.
• Operator will provide stock invoices for beginning inventory prior to the fair opening and subsequent stock invoices as merchandise is received in a manner in such that the District can identify the cost of throw for each game.
• Merchandise is identified by size as follows with corresponding stock value:

<table>
<thead>
<tr>
<th>Description</th>
<th>Size</th>
<th>Cost</th>
<th>Description</th>
<th>Size</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mini</td>
<td>8” and less</td>
<td>.25 - $1.00</td>
<td>Small</td>
<td>8” - 18”</td>
<td>$1.00 - $3.00</td>
</tr>
<tr>
<td>Medium</td>
<td>18” - 24”</td>
<td>$3.00 - $8.00</td>
<td>Large</td>
<td>24” - 36”</td>
<td>$8.00 - $12.00</td>
</tr>
<tr>
<td>Extra Large</td>
<td>36” - 60”</td>
<td>$12.00 - $18.00</td>
<td>Jumbo</td>
<td>43” - 68”</td>
<td>$18.00 - $30.00</td>
</tr>
<tr>
<td>Super Jumbo</td>
<td>45” +</td>
<td>$30.00 - $50.00</td>
<td></td>
<td></td>
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</tbody>
</table>

Choice used in games with no trade-ups wins their choice of any prize in the game with a single win.
• All merchandise, which can be won must be openly displayed in public view.
• No merchandise shall be displayed which is not one of the prizes possible to win.
• All displayed merchandise shall be marked so that any player may know in advance what is required to win any of the prizes.
• When an “object target” is used for “choice”, it must be stated that the object target is just that, and not a possible prize.
• No drug related paraphernalia, pornographic materials, knives, weapons, laser pointers, etc. shall be displayed, sold or given as a prize. See PROHIBITED ITEMS in this document for more detail. The decision of Midway Management regarding prohibited materials shall be final.
• NOVELTY ITEMS such as balloons, inflatable toys, and glow-in-the-dark novelty items are covered under the 22nd DAA’s novelty contract as exclusive items for sale by that contractor only. These items may not be sold, displayed, or used as giveaway promotions by any other Licensee or participant in the San Diego County Fair.

PAYMENT
• The District will issue game checks on a regular schedule (tbd). A mid-fair audit will be conducted to insure the minimum guarantee will be met prior to June 30th.
• Given the increase in credit card spending, each ride and game operator will be assessed a portion of the credit card fees based on their overall gross sales.
PRICING/TRADES
- All prices to be charged for games shall be determined by District management prior to opening of the fair in accordance to the stock size/cost above. No price changes will be permitted after the start of the fair without the prior consent of the District.
- On a build-up game, all prizes must be clearly marked and posted so that the player understands the rules and exchanges of smaller prizes for larger prizes. There will be a maximum of 4 trades on a build-up game (with a Minimum of a $5.00 prize for a $20.00 play). At least 1 (one) of each size prize to be won must be marked with a minimum 2” sign (1 win, 2 wins, etc.) with minimum one-inch letters. If the front counter is over 16’ (sixteen feet) long, they must be marked at each side of the counter.
- Balloon Stores are to be standardized at 3 plays for $5.00 with no more than 3 steps. Each Balloon Store game must have signage to explain the steps.

PROMOTIONS
- Game operators must participate in special promotions.
- Game operators may offer special value pricing during non-promotional periods with prior management approval and with corresponding signage displayed clearly.

PROHIBITED ITEMS
The following may not be sold, displayed, or given away on the fairgrounds (including parking areas):
- Pornographic or drug-related items
- Products made from any endangered animals
- Stickers: A fine of $200.00 per occurrence will be assessed to any Licensee whose stickers are found anywhere on the grounds. Any Licensee found to be selling or giving away stickers will receive a violation notice, which may jeopardize future participation in the fair.
- Flyers: A fine of $500.00 per violation applies to the distribution of flyers outside your booth.
- Stun guns, switchblades, brass knuckles, high-powered waterguns, rubber band toys/guns, fireworks, pyrotechnical equipment and martial arts weapons.
- Laser pointers
- Mirrors that display pictures that are inappropriate for a family venue as determined by management.

NON-AGENT (SOFT SELL) APPROACH POLICIES
Non-Agent (soft sell) refers to a sales approach that features subtle language and non-aggressive sales techniques without psychological pressure. This is best achieved with hourly employees rather than commissioned agents. Should employees be paid on other than an hourly basis, the District must be so informed.
- The customer must initiate conversation with the attendant. Once a customer engages and plays they may be asked to try again. At no time shall the customer feel pressured by the attendant to play the game.
- No attendant may touch, grab or in any manner physically restrain any player.
- Employees/operators shall not throw or toss an object such as a baseball, ping pong ball etc. to the patron or give-away an item for the purpose of luring them to the game.
- The District’s decision regarding soft-sell disputes will be final.
SAFETY
As with rides, games shall be operated with safety being the top priority. Games such as darts, baseballs, etc., shall be designed so that objects thrown will not pass through or around backboard, or bounce back into the player area. Lights shall be guarded against breakage by objects being thrown.

SERVICES AVAILABLE TO LICENSEES

Fair management does not supply carpenters, electricians, laborers, etc. These may be obtained from local labor office sponsored by the State of California. Certain electrical, plumbing and carpentry jobs require the use of fairground employees. (See Utilities on page 6)

MAIL AND SHIPMENTS
ALL BOXES AND OVERSIZED MAIL SHOULD BE SENT TO THE CONCESSIONS WAREHOUSE VIA A SERVICE SUCH AS FEDERAL EXPRESS OR UPS AND ADDRESSED AS FOLLOWS
Licensee Business Name
C/O Concessions WAREHOUSE
Location________________Space #______________
Del Mar Fairgrounds
2260 Jimmy Durante Blvd
Del Mar, Ca 92014-2216

Incoming shipments of merchandise/material for licensees will not be accepted by the 22nd DAA prior to June 1, 2020. Shipments which arrive prior to this date will be returned to sender. Please, plan accordingly! Each package must be signed for prior to picking up.

C.O.D. shipments are never accepted! Concessions warehouse personnel are not permitted to handle money or checks, please do not ask them to do so on your behalf.

Shipments will not be delivered (unless time allows), they will be held on the warehouse dock. Items are to be picked up by the end of the business day (6pm). Any unclaimed shipments will be returned to the sender the next business day. NO EXCEPTIONS!

If you plan to receive letter sized mail on-site during the fair, incoming mail for licensees should be addressed as follows:
Licensee Business Name
Concessions
P.O. Box 1088
Solana Beach, CA 92075

Outgoing mail may be sent from the Concessions Office provided it contains the proper postage. Stamps are not available on the fairgrounds.
PHONE LINE AND INTERNET SERVICES
For pricing or to request a service agreement for telephone, internet service or hand held radio rentals, please call our Communications Department at 858-792-4400 or e-mail communications@sdfair.com. Wi-Fi is available on the Fairgrounds. This is a shared and open internet source. Free Wi-Fi has upload and download speeds averaging 1.2 mbps but higher bandwidth plans are available with upload and download speed of 8 mbps through the Fairgrounds portal page. Please call the I.T. office at 858-794-1065.

SIGN SHOP
The Del Mar Fairgrounds has an on-site Sign Shop that can provide quality signs at competitive prices. Professionally produced signage of quality appearance is required. The Concessions Office reserves the right to replace handmade or unsightly signage and bill licensees for the cost. *Fairgrounds staff will be monitoring all areas for proper compliance with Eco Guidelines. Violations will be issued accordingly.*
STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 09/01)

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

STATE AGENCY'S NAME
22nd District Agricultural Association / Division of Fairs & Expositions

CONTRACTOR'S NAME

The term of this Agreement is:

3. The maximum amount of this Agreement is: $

4. Contractor agrees:
   A. To comply with the following Exhibits, attached herewith except those indicated with an Asterisk (*), and all are incorporated herein and made as part of this Agreement:
   - Exhibit A - Scope of Work - 1 Page(s)
   - Exhibit B - Budget Detail and Payment Provisions - 1 Page(s)
     - Payee Data Record Std. 204 - 2 Page(s)
     - Contractor Certification Clause CCC-307 - 4 Page(s)
   - Exhibit C* - General Terms and Conditions - GTC 610
   - Exhibit D - Special Terms and Conditions - 5 Page(s)
     - Insurance Requirements - 2 Page(s)

   B. To furnish all labor, equipment and materials necessary to perform the services described in Exhibit A, Scope of Work, and agrees to comply with all terms and conditions which are made a part of this Agreement by the above listed Exhibits.

   C. To provide a valid Certificate of Insurance indicating a minimum $1,000,000 coverage for General Liability, Automobile Liability and Workers Compensation, in accordance with Insurance Requirements attached herewith and made as part of this Agreement.

Exhibit shown with an Asterisk (*), is hereby incorporated by reference and made part of this agreement as if attached hereto.
This document can be viewed at http://www.das.dga.ca.gov/StandardLanguage/default.htm

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

[Signature]

DATE SIGNED

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME
22nd District Agricultural Association / Division of Fairs & Expositions

[Signature]

DATE SIGNED

ADDRESS
2260 Jimmy Durante Blvd
Del Mar, CA 92014-2216

I hereby certify under my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF STATE ACCOUNTING OFFICER

Date

□ Exempt per: ______

□ CONTRACTS MANAGER

□ DEPARTMENT MANAGER
Exhibit A

SCOPE OF WORK

1. Contractor agrees to provide for the State / 22nd District Agricultural Association /
   Del Mar Fairgrounds, as follows:
   
a. Detailed description of work to be performed and duties of all parties.
   b. Specifications, requirements
   c. Personnel, staffing
   d. Coordination
   e. Results, deliverables
   f. Timelines, progress reports
   g. Evaluation, acceptance

2. The services shall be performed at (location).

3. The services shall be provided during (time frame i.e., working hours, Monday through Friday, except holidays).

4. The project representatives during the term of this agreement will be:

<table>
<thead>
<tr>
<th>State Agency: 22nd DAA / Del Mar Fairgrounds</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Unit: Department</td>
<td>Section/Unit:</td>
</tr>
<tr>
<td>Attention:</td>
<td>Attention:</td>
</tr>
<tr>
<td>Address: 2260 Jimmy Durante Blvd., Del Mar, CA 92014-2216</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone: 858/755-1161 ext.</td>
<td>Phone: 858/</td>
</tr>
<tr>
<td>Fax: 858/794-</td>
<td>Fax: 858/</td>
</tr>
</tbody>
</table>
Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment
   A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
   
   B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

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

2. Budget Contingency Clause
   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
   
   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. 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.
INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more Information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

**PAYEE'S LEGAL BUSINESS NAME (Type or Print)**

**SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)**

**E-MAIL ADDRESS**

**MAILING ADDRESS**

**BUSINESS ADDRESS**

**CITY, STATE, ZIP CODE**

**CITY, STATE, ZIP CODE**

**ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):**

|  |  |  |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |

**NOTE:** Payment will not be processed without an accompanying taxpayer I.D. number.

**PAYEE ENTITY TYPE**

- [ ] PARTNERSHIP
- [ ] CORPORATION:
  - [ ] MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
  - [ ] LEGAL (e.g., attorney services)
  - [ ] EXEMPT (nonprofit)
  - [ ] ALL OTHERS

- [ ] INDIVIDUAL OR SOLE PROPRIETOR

**ENTER SOCIAL SECURITY NUMBER:**

|  |  |  |  |  |  |  |  |  |  |

**CHECK ONE BOX ONLY**

- [ ] California resident - Qualified to do business in California or maintains a permanent place of business in California.
- [ ] California nonresident (see reverse side) - 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 attached.

**PAYEE RESIDENCY STATUS**

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.

**AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)**

**TITLE**

**SIGNATURE**

**DATE**

**TELEPHONE**

Please return completed form to:

- Department/Office: Department of Food & Agriculture / Division of Fairs & Expositions
- Unit/Section: 22nd District Agriculture Association / Del Mar Fairgrounds
- Mailing Address: 2260 Jimmy Durante Blvd.
- City/State/Zip: Del Mar, CA 92014
- Telephone: (858) 755-1161 Fax: (858) 794-1043
- E-mail Address: Attn: Contracts Department

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Requirement to Complete Payee Data Record, STD. 204

A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.

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 backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.

Enter the payee’s legal business name. Sole proprietorships must also include the owner’s full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.

Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. 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 the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 8109(a).

The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).

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 date of death. A trust is a resident if at least one trustee is a California resident.

For individuals and sole proprietorships, 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.

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

For Information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
- Withholding Services and Compliance Section: 1-888-782-4900
- E-mail address: wsd@ftb.ca.gov
- For hearing impaired with TDD, call: 1-800-822-6268
- Website: www.ftb.ca.gov

Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.

This section must be completed by the State agency 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 whom you transact that business.

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

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

Contractor/Bidder Firm Name (Printed)  Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed  Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (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 over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.
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.


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.
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:

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, Sub-Contractors, and their employees must comply with the law. It is the responsibility of the Contractor/Sub-Contractor to insure 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. **Insurance Requirements (refer to Exhibit D)**

**Delivery** - Certificate(s) of Insurance for General Liability, Automobile Liability, and Workers' Compensation, must be submitted directly by the Contractor's insurance carrier pursuant to the requirements herein detailed at least ten (10) days prior to commencement services or occupation of premise, and covering the entire Term of this Agreement. Certificates of insurance and additional insured endorsements are subject to the approval of the District/State, and Contractor agrees that no work or services shall be performed, prior to such approval. Only originals, without ink or white-out changes, will be accepted.

**Primary Coverage** - It is the intent of the parties that Contractor's insurance coverage shall be primary and that any separate coverage available to the State of California, 22nd District Agricultural Association and other additional insured(s) shall be secondary.

**General Liability Insurance**: Contractor shall secure and maintain at its own expense during the entire term of this Agreement, a minimum of one million dollars ($1,000,000) combined single-limit commercial general liability insurance covering the Contractor, its employees, agents, and subsidiaries, for claims for damages for bodily injury, broad form property damage, and personal injury. Coverage shall include blanket contractual insurance and such coverage shall make express reference to the Contractor's hold-harmless provision in Paragraph 2 above, and must also include coverage for products and losses related to independent contractors and equipment.

The following endorsement regarding additional insured must be included the general liability certificate:

"The State of California, the 22nd District Agricultural Association, its' Race Track Authority, Del Mar Fairgrounds, San Diego County Fair; their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this Agreement are concerned."

In addition to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the District, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 22nd District Agricultural Association, the Del Mar Fairgrounds, and their agents, directors, officers, servants, and employees are made additional insureds on Contractor's general liability policy, and automobile liability policy.

**Automobile Liability Insurance**: Contractor shall secure and maintain at its own expense during the Term of this Agreement Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (any auto), or any successor ISO policy form, with limits of not less than $1,000,000 combined single limit per accident for contracts involving the use of Lessee's vehicles (autos, trucks, or other licensed vehicles) on the Premises or any portion of the Del Mar Fairgrounds.
Workers' Compensation Insurance: Contractor either (1) shall be a qualified self-insurer pursuant to the requirements of the California Labor Code Contractor or (2) shall secure and maintain at its own expense during the Term of this Agreement Workers' Compensation Insurance coverage in accordance with "The Workers' Compensation and Insurance Act," Division IV of the Labor Code, along with Employer's Liability coverage, in a minimum sum of one million dollars ($1,000,000), with either the State Compensation Insurance Fund or a licensed carrier, and Contractor affirms to comply with such provisions before commencing that performance of the work of this Agreement.

Maintenance of Coverage - Contractor agrees that any insurance coverage(s) herein provided shall be in effect at all times during the Term of this Agreement. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the Term of this Agreement, Contractor agrees to provide the District at least consistent with the provisions of this Agreement, prior to any expiration date or upon cancellation, a new certificate of insurance evidencing insurance coverage as provided for in this Agreement for a term not less than the remainder of the Term, or for a period of not less than one (1) year.

If at any time during the Term of this Agreement, Contractor fails to maintain and keep in effect insurance coverage(s) as herein provided, the District may, at District's option and in addition to all other remedies available, do one of the following: (1) declare a material breach of this Agreement by the Contractor and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Contractor, until notice is received by District that such insurance requirements have been restored or replaced in full force and effect that the premiums therefore have been paid to cover a period of time satisfactory to District; or (3) obtain such insurance and deduct premiums due for same from any sums due or which become due to Contractor under this Agreement. No action taken by District pursuant to this paragraph shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fails to maintain and keep in effect insurance coverage(s)"
shall include, but is not limited to, notification received by District that an Insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

Contractor's Responsibility - In no event is District responsible for the payment of premiums or deductibles of any required coverage's. Nothing herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the State from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to Contractor's indemnity obligations.

Certified Copies of Policies - Upon request by the District, the Contractor shall immediately furnish a complete copy of any policy required by this provision, including all endorsements, certified by the insurance company issuing the policy to be a true and correct copy of the original policy.

9. 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.
10. **Fire Regulations**

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

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Ban**

The mass release of helium balloons is strictly prohibited.

17. **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.

18. **California Franchise Tax Board**

Contractor may be subject to State withholding by the Franchise Tax Board (refer to Exhibit B).
19. **Conflict Of Interest Prohibition**

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

20. **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 trash cans. 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 Nancy Strauss, the District Recycling Manager at (858) 792-4298

Violators may be fined up to $200.00 per instance for not following the District Recycling Policy.
1. **EVIDENCE OF COVERAGE**

   The Contractor/Renter/Sponsor shall provide a signed original evidence of insurance coverage for the Term of the Agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Citrus Fairs, or Counties in which County Fairs are located, lessor/sublessee if Fair site is leased/subleased, Citrus Fairs, or California Exposition and State Fair, their directors, officers, agents, servants and employees, from occurrences related to or arising out of operations under the Agreement, which sets forth the insurer, policy number, policy term, and liability limits. All such insurance shall be written in form and underwritten by companies approved by the 22nd District Agricultural Association ("District") and acceptable to the California Department of Insurance. This may be provided by:

   **A. INSURANCE CERTIFICATE** - Contractor/Renter/Sponsor provides the District with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

   1. **List As Additional Insured Endorsement:** "The State of California and the 22nd District Agricultural Association, the San Diego County Fair, their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

   2. **Dates:** The dates of commencement/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 Services Office (ISO) policy form #CG 0001. Contractor/Renter/Sponsor shall at all times maintain in effect bodily injury and property damage liability insurance with policy limits in the minimum amount of $5,000,000 combined single limits per occurrence for Fairtime Carnival Rides; $3,000,000 combined single limits per occurrence for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, and Saddle Bronc, and Motorized Events all types except arena or track motorcycle racing and go-cart racing; $2,000,000 combined single limits per occurrence for Rodeo Events all types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, and Saddle Bronc, Motorized Events of arena or track motorcycle racing and go-cart racing, 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, Orbitrons, and Simulators; $1,000,000 combined single limits per occurrence for Rodeo Events all types without any Rough Stock Events, and for all other contracts and contracts for which liability insurance (medical malpractice, liquor liability, E&O) is required.

      b. **Automobile Liability** - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving extensive use of Contractor/Renter/Sponsor vehicles (autos, trucks or other licensed vehicles) on District premises.

      c. **Workers’ Compensation** - Workers’ Compensation coverage shall be maintained whenever Contractor/Renter/Sponsor has 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 should be maintained for contracts involving the sale of alcoholic beverages.

   4. **Cancellation Notice:** A statement by the insurance company that it will not cancel said policy or policies without giving 30 days prior written notice to the named certificate holder.

   5. **Certificate Holder:**

      - For Individual Events Only – District, along with District’s address, is listed as the certificate holder.

      - For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

   6. **Insurance Company:** The company providing insurance coverage must be acceptable to the California Department of Insurance.

   7. **Insured:** The Contractor/Renter/Sponsor must be specifically listed as the Insured.

   **OR**

   **B. California Fair Services Authority (CFSA) Special Events Liability Insurance** - The Contractor/Renter/Sponsor purchasing special events liability insurance through the District, when applicable.

   **OR**

   **C. Master Certificates** - A master certificate of insurance for the Contractor/Renter/Sponsor has been approved by and as on file with CFSA.

   **OR**

   **D. Self-Insurance** - The Contractor/Renter/Sponsor is self-insured and acceptable evidence of self-insurance has been approved by District and CFSA.
II. GENERAL PROVISIONS

A. Delivery - Contractor/Renter/Sponsor shall cause its insurance carrier to name the State of California, and the 22nd District Agricultural Association, and their respective agents, officers, servants and employees, as additional insureds on its policy of insurance, and shall provide the additional endorsement to District no later than ten (10) days prior to its initial occupation of the District’s premises or commencement of services. Failure of Contractor/Renter/Sponsor to deliver the certificate(s) and additional insured endorsement(s) required by this paragraph shall be a default under this Agreement.

B. Primary Coverage - Contractor’s/Renter’s additional insurance endorsement shall provide that the insurance policy shall be the primary protection and non-contributing to the District’s own general liability insurance policy. The additional insured endorsement shall also provide coverage to the District for any liability “arising out of” Contractor/Renter/Sponsor rights, duties, work, and/or obligations under this Agreement, and that the District is covered without regard to whether the injury was caused by the named insured or the additional insured.

C. Maintenance of Coverage - Contractor/Renter/Sponsor agrees that the commercial general liability (and automobile insurance, 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 Agreement. Expiration of any insurance coverage/policy at any time or times prior to or during the term of this Agreement, Contractor/Renter/Sponsor agrees to provide the District, 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 Agreement, or for a period of not less than one (1) year. Cancellation of any insurance coverage/policy at any time or times during the term of this Agreement shall be a default under this Agreement, unless Contractor/Renter/Sponsor provides adequate replacement certificates and additional insured endorsements in compliance with the Agreement and requirement above. New certificates of insurance are subject to the approval of the California Fair Services Authority, and Contractor/Renter/Sponsor agrees that no work of services shall be performed prior to the giving of such approval. In the event the Contractor/Renter/Sponsor fails to keep in effect as all times insurance coverage as herein provided, that District may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

D. Contractor’s Responsibility - Nothing herein shall be construed as limiting in any way the extent to which Contractor/Renter/Sponsor may be held responsible for damages resulting from contractor’s/renter’s operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor/Renter/Sponsor of liability in excess of such minimum coverage, nor shall it preclude the District from taking other actions available under contract documents or by law, including, but not limited to, actions pursuant to contractor’s/renter’s indemnity obligations. Contractor/Renter/Sponsor indemnity obligations shall survive the expiration, termination or assignment of this Agreement.

E. Certified Copies of Policies – Upon request by District, Contractor/Renter/Sponsor 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.

III. PARTICIPANT WAIVERS

For hazardous participant events, the Contractor/Renter/Sponsor agrees to obtain a properly executed Release and Waiver of Liability Agreement from each participant prior to his/her participation in the event(s) sponsored by Contractor/Renter/Sponsor. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Teams Events, Equestrian-related Events, Motorize Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fairs Service Authority at (916)921-2213 for further information or the District's Contracts Manager at (858)792-4263.
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-biodegradable 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.
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
ADDENDUM NO. 1

TO

22NDB DISTRICT AGRICULTURAL ASSOCIATION (22ND DAA)
REQUEST FOR PROPOSALS (RFP) No.19-04

For Digital Ticketing System and Carnival Game Operations

October 21, 2019

Enclosed are the 22nd DAA's responses to Requests for Additional Information for the above mentioned RFP. Please read them carefully. The information contained in these responses apply to all Proposers; therefore, something approved, changed or clarified for one Proposer means it is also approved, changed or clarified for all Proposers.

RFP No. 19-04 is hereby modified to include the responses to Requests for Additional Information; all other terms and conditions remain unchanged. You should furnish copies of this Addendum to any prospective subcontractors and in some cases, to your insurance representative. IMPORTANT: You must acknowledge this Addendum No. 1, on page 2 of 2, of the “Financial Proposal Form.” You must acknowledge all addenda for your Proposal to be considered responsive.

Thank you in advance for your participation. Should you have any questions regarding this addendum, you may contact me at 858-792-4263, or by e-mail at mceragioli@scfair.com.

Sincerely,

Mike Ceragioli
Contracts Manager
22nd DAA / Del Mar Fairgrounds
State of California

Enclosures: 22nd DAA Responses to Proposers' Requests for Additional Information Agreement No. 70001 Ray Cammack Shows, Inc. (Question 27) 2019 Game and Ride Fee Data (Question 27) Game Layout for Fun and Kid Zones with Footage (Question 29)

ADD1-RFP 19-04 Digital Ticketing System and Carnival Game Operations 10/21/2019

CC: Evaluation panel
RFP File
22nd DISTRICT AGRICULTURAL ASSOCIATION (22nd DAA)
RESPONSES TO PROPOSERS’ REQUESTS FOR ADDITIONAL INFORMATION

Digital Ticketing System and Carnival Game Operations
RFP No. 19-04

Question 1:

What person(s) will be scoring the RFP and do they have to have technical knowledge on how Digital Ticketing Systems operate and are evaluated?

22nd DAA Response: As of the date of this response, the persons scoring the RFP have not been determined.

Question 2:

Will someone scoring the RFP be considered to have a conflict of interest if they have had pre-award contact with a proposer and/or participated in the preparation of the RFP?

22nd DAA Response: Please see the 22nd DAA’s response to question #1. Also, the 22nd DAA did not confer or consult with any potential proposer in preparing the RFP; the RFP was developed by the 22nd DAA based on its experience and expertise.

Question 3:

Specifically, will any person who participated in the negotiation of the sole-source contract last year be allowed to score this year’s RFP?

22nd DAA Response: Please see the 22nd DAA’s response to question #1 and 2.

Question 4:

Why was a "Circle of Excellence" considered a desired qualification?

22nd DAA Response: Carnivals, independent ride owners or concessionaires that go through the Quality Assessment audit successfully are awarded the “Circle of Excellence” designation. Circle of Excellence recipients must go through subsequent scheduled audits to maintain this designation. The “OABA Quality Assessment Program” provides Association members with several practical aids: a self-help checklist for measuring your operation and an objective third-party appraisal of quality, performance and presentation.

Question 5:

Why was the RFP linked only to game operators as opposed to other carnival operations such as rides or food?

22nd DAA Response: It was the solution determined to be in the best interest of the 22nd DAA.

Question 6:

What efforts or considerations were made with respect to requiring a link between game operators and a Digital Ticketing System as opposed to ride operators who generate more gross revenue and are better able to absorb the "free services?"
22nd DAA Response: It was the solution determined to be in the best interest of the 22nd DAA.

Question 7:

How was it determined the costs of the Digital Ticketing System should not be borne by all the users of it, including the public, if indeed the 22nd DAA did not want to incur the cost?

22nd DAA Response: This decision was made in the best interest of the 22nd DAA; limiting costs incurred by 22nd DAA customers will contribute significantly to an excellent customer experience.

Question 8:

What other Independent Midways permit the operator of a ticketless system to also be a recipient of proceeds generated by such a system?

22nd DAA Response: This 22nd DAA is not able to answer this question insofar as it does not understand the potential proposer’s definition of the term “Independent Midway.” Also, the 22nd DAA is not privy to this type of information for other midway operators.

Question 9:

Has the California Department of Food and Agriculture reviewed and approved this aspect of the RFP and determined that it properly meets the State’s standards for internal controls?

22nd DAA Response: No. The California Department of Food and Agriculture is not required to review or approve the RFP.

Question 10:

Is all the information collected and disseminated by the awardee of the RFP subject to the Public Records Act or does it become the proprietary information of the awardee such that they can use the information to compete against private vendors in other locations or to compete with other ride vendors in future years?

22nd DAA Response: Unless a specific exemption applies, the information collected by the 22nd DAA during the RFP process is subject to disclosure under the Public Records Act. Any data collected by a Contractor on behalf of the 22nd DAA is considered property of the 22nd DAA and is subject to disclosure, unless a specific exemption applies.

Question 11:

Please describe how and to what extent an awardee of the RFP can use information it learns from operating the Digital Ticketing System to compete in other venues or for other aspects of the Midway and what procedures or internal controls are in place to see that this cannot occur if it is prohibited?

22nd DAA Response: The 22nd DAA has no knowledge of, or control over, how a contract awardee may rightfully and legally use information it learns from operating the digital ticketing system during the annual San Diego County Fair.
Question 12:

What specific equipment, including servers and other hardware, were used by the awardee of the 2019 contract?

22nd DAA Response: This specific equipment required to meet the performance standards established by the 22nd DAA were not identified in the agreement. The 22nd DAA relied on the expertise and experience of the provider to provide the technology and equipment necessary to meet the performance standards required under the agreement.

Question 13:

What was the number of employees that were used to perform the 2019 contract?
   a. What was their total payroll?
   b. How many of the workers were utilizing H-2-B visas as opposed to being U.S. Citizens?

22nd DAA Response: The 22nd DAA does not, and did not, collect this type of information.

Question 14:

Describe all indirect costs absorbed by the awardee of the 2019 contract as opposed to indirect costs incurred by the 22nd DAA?

22nd DAA Response: This 22nd DAA is not able to answer this question insofar as it does not understand the potential proposer’s definition of the term “indirect cost.”

Question 15:

Who incurred the cost for the security for the operations of the 2019 contract as they related to the digital ticketing aspect and the transportation of any cash or proprietary financial information?

22nd DAA Response: The 22nd DAA incurred the cost for security for operations at the 2019 San Diego County Fair.

Question 16:

What profit after expenses did the awardee of the 2019 contract make?

22nd DAA Response: The 22nd DAA does not, and did not, collect this type of information.

Question 17:

What did the awardee of the 2019 contract spend for the secure wireless hardwired network used in the award of the Digital Ticketing System and 80% of the games last year?

22nd DAA Response: The 22nd DAA does not, and did not, collect this type of information. An experienced provider of a complete digital ticketless systems should have the information necessary to determine the costs associated with the purchase and maintenance of secured wireless hardware networks.

Question 18:

What did the awardee of the 2019 contract spend for the secure hardwired POS system and how many sellers were required?
22nd DAA Response: The 22nd DAA does not, and did not, collect this type of information. An experienced provider of complete digital ticketless systems should have the information necessary to determine the costs associated with the purchase of secure hardwired POS systems.

Question 19:

Why was it required the POS system be able to integrate current barcodes used at the 2019 San Diego County Fair?

22nd DAA Response: During the 2019 San Diego County Fair, customers loaded (and reloaded) funds on reloadable/reusable cards. At the end of the 2019 San Diego County Fair, many of these customers were in possession of cards with unused funds. To ensure that these customers can spend these unused funds during a subsequent San Diego County Fair (e.g., 2020, 2021, 2022, etc.), the technology for the cashless ticketless system requested in this RFP must integrate with the barcodes used during the 2019 San Diego County Fair.

Question 20:

What cost did the 2019 contract awardee spend for their POS system kiosks?

22nd DAA Response: The 22nd DAA does not, and did not, collect this type of information. An experienced provider of complete digital ticketless systems should have the information necessary to determine the costs associated with POS system kiosks.

Question 21:

What did the awardee of the 2019 contract pay for the digital ticket sales booths?

22nd DAA Response: The 22nd DAA does not, and did not, collect this type of information. An experienced provider of complete digital ticketless systems should have the information necessary to determine the costs associated with the purchase of digital ticket system sales booths.

Question 22:

What did the 2019 contract awardee pay for the wireless scanners for the carnival rides and carnival games?

22nd DAA Response: The 22nd DAA does not, and did not, collect this type of information. An experienced provider of complete digital ticketless systems should have the information necessary to determine the costs associated with wireless scanners.

Question 23:

What was the cost for the 2019 awardee of the customer booths, including the staffing of those booths during all hours of the Fair's midway operations?

22nd DAA Response: The 22nd DAA does not, and did not, collect this type of information. However, each of the two customer service booths (one located in the Fun Zone and one located in the Kidz Zone) was staffed by two 22nd DAA employees throughout the operation of the 2019 San Diego County Fair.
Question 24:

Why did the 22nd DAA deviate from the technical requirements of the 2018 Digital Ticketing System and what investigation was made to determine that the RFID system would not meet the technical requirements of the RFP for 2020?

22nd DAA Response: The RFP was issued to meet the needs and requirements of the 22nd DAA. Note the RFP would not preclude a proposer from relying on an RFID system, so long as that RFID system is consistent with the RFP’s technical requirements.

Question 25:

In accordance with “Section 4.1 ERRORS” of the RFP;

“The General Information section asserts that it would be cost prohibitive for the 22nd DAA to purchase or lease its own complete Digital Ticketing System. This is an error.”

22nd DAA Response: This statement is not an error. Purchasing or leasing a complete Digital Ticketing System is currently cost prohibitive for the 22nd DAA.

Question 26:

In accordance with “Section 4.1 ERRORS” of the RFP;

“Throughout the RFP there is reference to the San Diego County Fair being an Independent Midway. This is an error.”

22nd DAA Response: This 22nd DAA is not able to answer this question insofar as it does not understand the potential proposer’s definition of the term “Independent Midway.”

Question 27:

In accordance with “Section 4.1 ERRORS” of the RFP;

“The RFP also contains a significant omission. The RFP fails to disclose that one of the likely responders was awarded a pre-negotiated contract to supply the same Digital Ticketless System and Carnival Operations last year in exchange for 80% of the games. The particulars of that contract, the information used to price that contract, and fees generated from the rides and games are exclusively known by this party and no other potential bidders.”

22nd DAA Response: While the 22nd DAA was not required to include as part of this RFP a copy of the agreement with the provider of the digital ticketing system for the 2019 San Diego County Fair, as this agreement is a public record, a complete copy is attached to these responses. Additionally, data pertaining to all fees charged for rides and games during the 2019 San Diego County Fair, are public records and attached to these responses.
Question 28:

In accordance with "Section 4.1 ERRORS" of the RFP;

"There is an ambiguity with respect to a Proposer and if only someone who submits a proposal may file a protest. Based on the way the RFP is written, it appears as if only someone who submits a response to the RFP can protest the award".

22nd DAA Response: This is correct. — Protests can only be filed by individuals or entities that submit a Proposal in response to the RFP. (See, e.g., DGS State Contract Manual, at Section 6.03(A) ["there is no jurisdiction for the DGS to consider a protest if [the] protestant was not a bidder or proposer"]; Cal. Pub. Contr. Code, section 10345 [includes references to "bidder" and "protesting bidder" within context of bid protest procedures].)

Question 29:

We would like to clarify the actual game linear footage for 100% of game operation less 1 -22nd DAA game. What is total square footage?

22nd DAA Response: Please find attached to these responses a layout of games for the Fun Zone and Kid Zone that includes footage.

Question 30:

In regards to the proprietary information for Funpass. How can we draft the Proposal or mark the Proposal to prohibit a public information request being able to have full access to our information that describes in full detail the inner workings of FunPass. Would there be protection if information is provided from the actual software provider ZPass? FunPass is just a subscriber to his system. We need to insist on the best way to protect FunPass and ZPass through this process. Would a "Proprietary" stamp work for those select pages?

22nd DAA Response: All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the Committee scoring process and announcement of intent to award, or cancellation of the RFP. The 22nd DAA will hold the contents of all proposals in confidence until issuance of the Notice of Proposed Award; once issued and posted, no proposal will be treated as confidential. Any disclosure required under the California Public Records Act will be made by the 22nd DAA regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the 22nd DAA’s right to disclose information in the proposal, or (b) requiring the 22nd DAA to inform or obtain the consent of the Proposer before the disclosure of the proposal (or portions thereof). With that said, if information submitted in a proposal (or portions thereof) contains material noted or marked as “confidential” and/or “proprietary” that, in the 22nd DAA’s sole and absolute opinion, meets the disclosure exemption requirements of the California Public Records Act, then that information will not be disclosed by the 22nd DAA upon a request for access to such records. The 22nd DAA is not permitted to provide legal advice about the Public Records Act and/or its exemptions.
Question 31:

3.7m Please clarify what types licenses and certifications you are requesting.

22nd DAA Response: Licenses: All Proposers and Subcontractors must provide copies of all licenses required to conduct business in the State of California. Certifications: All Proposers and Subcontractors must provide copies of all certifications held by the Proposer or Subcontractor related to the services requested by the RFP (e.g., O.A.B.A Circle of Excellence certification).

Question 32:

2.6 Will you push any addendums automatically or do we need to request prior to sending final proposal?

22nd DAA Response: If necessary, the 22nd DAA will modify the RFP before 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 proposing purposes. All Proposers should inquire from the contact person listed on the cover sheet of the RFP whether any addenda have been issued before submitting a proposal in response to the RFP. It is the Proposer’s responsibility to ascertain and confirm, they have received all addenda issued to the RFP before submitting a proposal. Written acknowledgment of receipt of all written addenda must be noted on the Financial Form in the space provided. Failure to recognize the effect of issued addenda in any proposal will render the proposal non-responsive and result in its rejection.
Ray Cammack Shows, Inc.
Agreement No. 70001
(Response to Question 27)
This Agreement by and between the 22ND DISTRICT AGRICULTURAL ASSOCIATION, hereinafter called the Association or District, and Ray Cammack Shows, Inc, hereinafter called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on May 31, 2019 and ending on July 4, 2019.

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement:

80% of all game footage (Fun Zone and Kid Zone combined)

3. The purpose of occupancy shall be limited to:

Operation of state approved games of skill with guarantee of 25% stock throw contingent upon rentor to provide Association with fully functioning ticketless/cashless ride and game operation through the FunPass software solution and shall be for no other purpose or purposes whatsoever.

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

24.5% of game gross or $600,000, whichever is greater – 5% ($30,000) of which is due March 15, 2019. District share will be determined weekly @24.5% of game gross or $114,000, whichever is greater.

5. Rentor agrees to pay fees required by Association for: USE PRIVILEGE and to guarantee the payment of: SEE ABOVE

(a) Any money which may be payable to Association under this agreement;
(b) Any damage to Fair property; and utility charges, if any;
(c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereeto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.

Exhibit A1 (Terms and Conditions) and Exhibits A, B, C, E, F and G are incorporated into this agreement and shall be binding. This agreement is non-transferable and is not automatically renewed year to year.

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed in triplicate, by and on behalf of the parties hereto, the day and year first above written.

22ND DISTRICT AGRICULTURAL ASSOCIATION
2200 JIMMY DUARANTE BLVD.
DEL MAR, CA 92014

BY

Ray Cammack Shows

Rentor

Address

Vice President

TITLE CEO

22ND DAA

Page 1021
A-1
Terms of Agreement #70001

Consideration of allocation of 80% of game footage to RCS for the 2019 Fair is contingent upon the following:

- RCS will provide at no charge to the District a completely ticketless/cashless ride and game operation through the FunPass software solution including (but not limited to) pre-sale barcode set ups, the “FunPass” app, ticket seller and kiosk attendant training to supervisors, FunPass guest services booths in Fun Zone and Kid Zone, minimum 14 ticket booths fully outfitted with ticket seller POS hardware, 30 self-service kiosk booths in agreed upon locations and onsite assistance and trouble-shooting, if necessary, at all times.
- RCS will provide pre-configured scanners for all games and rides in the carnival footprint at rental fee of $225 per device to the operator. The District will provide data for scanner configuration which may not be altered without District approval.
- RCS will operate a soft-sell game approach.
- RCS will guarantee 25% stock throw to be substantiated by auditable reports.
- RCS will provide the District with all reporting and accesses as required by Fair Management.
- RCS agrees reports are to be considered confidential and only accessed by RCS personnel deemed critical to maintain proper functioning of system. RCS agrees to provide the District with a list of those personnel.
- RCS agrees to permit access to I.T. trailer to District staff as determined necessary by Fair Management.
- RCS will agree all marketing data collected through the FunPass to be owned and retained by the San Diego County Fair for marketing purposes.
- The District will provide RCS with mutually agreed upon space for their stock inventory operation.
- The District will provide RCS with mutually agreed upon space for their HR operation.
- The District will increase ride presence by one additional mutually agreed upon ride.

It is understood the terms of this agreement are intended for a one-year trial basis. Matters not addressed in this agreement will be resolved in a mutually agreed upon manner.
SAN DIEGO COUNTY FAIR

2019

Licensee's Handbook

EXHIBIT A

rules & regulations for
MIDWAY RIDES · GAMES · FOOD OPERATION

presented by
Albertsons / VONS.
2019 SAN DIEGO COUNTY FAIR

Presented by
22ND DISTRICT AGRICULTURAL ASSOCIATION
of the
STATE OF CALIFORNIA

Gavin Newsom.................................................................Governor

2019 BOARD OF DIRECTORS

Stephen Shewmaker.........................................................President
Richard Valdez...............................................................Vice President
Lisa Barkett.................................................................Director
Lee Haydu.................................................................Director
Kathlyn Mead..............................................................Director
Don Mosier .................................................................Director
Fred Schenk ...............................................................Director
Pierre Sleiman ...........................................................Director
David Watson ............................................................Director
Timothy J. Fennell.........................................................General Manager
Katie Mueller............................................................Deputy General Manager
.................................................................Fairtime Operations
Donna Ruhm ............................................................Concession Director
Tony Guadagno............................................................Midway Manager
**MIDWAY OPERATING HOURS**

All rides, games and food will be required to open and close in compliance with the hours established below, however, these hours may be subject to change at the discretion of the Midway Management, whose decisions on such matters are final. NOTE: closing times are approximate.

Closed all Mondays and Tuesdays in June (June 3-4, 10-11, 17-18, 24-25)

### ADULT FUN ZONE:

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<thead>
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<th>Opening Hours</th>
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<tr>
<td>May 31st (Friday)</td>
<td>4 p.m.</td>
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<tr>
<td>Monday – Friday</td>
<td>Noon</td>
</tr>
<tr>
<td>Saturday, Sunday</td>
<td>11:00 a.m.</td>
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<tr>
<td>Thursday July 4th</td>
<td>11:00 a.m.</td>
</tr>
<tr>
<td></td>
<td>Sunday – Thursday approx. 11:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>Friday &amp; Saturday approx. 12:00 a.m.</td>
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<td></td>
<td>Thursday, July 4th approx. 12:00 a.m.</td>
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### KID ZONE:

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<td>11:00 a.m.</td>
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<td></td>
<td>Sunday – Thursday approx. 10:00 p.m.</td>
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<tr>
<td></td>
<td>Friday &amp; Saturday approx. 11:00 p.m.</td>
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<td></td>
<td>July 4th approx. 11:00 p.m.</td>
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2019 SAN DIEGO COUNTY FAIR
EXHIBIT "A"

22nd District Agricultural Association
Independent Midway Licensee’s Handbook

FAIR DATES
MAY 31 through JULY 4, 2019
Closed all Mondays and Tuesdays in June (June 3-4, 10-11, 17-18, 24-25)

Important Information
for all Midway Licensees: - Pages 1 - 11

See specific information for:
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DEFINITION OF TERMS:

22nd DAA or STATE OF CALIFORNIA:
Owners and operators of the San Diego County Fair

DISTRICT:
The San Diego County Fair, 22nd District Agricultural Association, its consultants, management and staff

INDEPENDENT MIDWAY:
Rides/shows, games and food individually contracted

LICENSEE:
Ride/show, game and food owners

OPERATOR/EMPLOYEE:
Person(s) operating rides/shows, games or food stands

IT IS THE RESPONSIBILITY OF THE LICENSEE TO FAMILIARIZE YOURSELF AND YOUR EMPLOYEES WITH THE FOLLOWING RULES AND REGULATIONS.

For Further Information Contact:

CONCESSIONS OFFICE
P.O. Box 1088
Solana Beach CA 92075
(858) 792-4218
Fax (858) 792-4236
INDEPENDENT MIDWAY CONCEPT

The concept of an independent midway is substantially different than that of a single carnival operation at a fair. An independent midway is composed of a number of individual, independent ride, game and food owners.

District management is responsible for the application, selection and contracting of all rides, games and food equipment for the 22nd DAA Board of Directors and the Division of Fairs and Expositions.

All State established criteria for carnivals in operation of a state-funded fairgrounds are operative in the independent midway operation, with additional criteria developed by the 22nd DAA management and staff specifically applied to the participation in the San Diego County Fair Independent Midway

GENERAL POLICIES

NEW MIDWAY APPLICATIONS

A. Anyone requesting information on obtaining space will be sent an application form. The application must be returned by the specified date.

B. The application is in no way a commitment by management or the applicant.

C. Consideration will be given to each applicant who submits a completed application, and notification of acceptance or refusal will be made by the Concessions Office.

D. If no space is available, the applicant's name and equipment may be placed on a "back-up" wait list which is compiled following the same selection criteria as stated under SELECTION CRITERIA, approved by the Board, and used to book spaces in the event of no-shows or late cancellations.

SELECTION CRITERIA

Selection criteria in booking the independent midway are as follows:

⇒ quality of equipment & appearance of personnel
⇒ safety record
⇒ operation & management policies and philosophies
⇒ financial consideration, including promotional offers, timely payments and track record at the San Diego County Fair and other fairs
⇒ space availability
⇒ previous performance/tenure based on history at the San Diego County Fair or gathered from references from another event

The sole decision for selection rests with management.

In order for consideration, any new ride must be in possession of owner no later than April 2nd.
MIDWAY SPACE RESERVATION POLICY

The following policies shall apply to all San Diego County Fair - Independent Midway licensees:

*It is understood and agreed that licensees from previous fairs do not automatically receive an invitation to return. There is no guarantee that a current space at the fair will insure an invitation to subsequent fairs.*

Each licensee’s agreement is reviewed and acted upon in the best interest of the fair on an annual basis.

It shall be the policy and practice of the Board of Directors of the 22nd District Agricultural Association (22nd DAA) to establish and revise from time to time, fees or rates to be charged to individuals or entities utilizing midway space during the annual San Diego County Fair.

Fees or rates, as established for any particular area or facility shall apply uniformly and without exception to any and all entities utilizing midway space within said area or facility.

Employees or their families or officers of the 22nd DAA may not have a financial interest in any ride, game, or food operation on the fairgrounds.

The misrepresentation of any ride, game and/or food ownership; operation, or appearance on the application and photographs accompanying applications shall be grounds for immediate removal from the San Diego County Fair Midway Lot, and the owner of such equipment waives all claims for damages against the 22nd DAA, San Diego County Fair, its officers, agents and employees.

- The 22nd District Agricultural Association reserves the right to reject any application for space submitted by: (a) any person who has been convicted of a felony within the 5-year period immediately preceding the date of this application, (b) any person who, in the judgment of the 22nd District Agricultural Association poses a threat to the safety and security of its patrons, vendors, and/or employees.

**District management reserves the final and absolute right to interpret rules and regulations and to arbitrarily settle and determine all matters, questions or differences in regard thereto, or otherwise arising out of, connected with, or incident to the San Diego County Fair Independent Midway. It further reserves the right to determine unforeseen matters not covered by these rules, to amend to or add to these rules as in its judgment it may determine necessary.**

It is written policy of the State of California and further reinforced by this management that under no circumstances at any time shall there be any gifts or gratuities offered to an employee or officers of the 22nd District Agricultural Association, as they are not permitted to accept them. Nor is any Licensee obligated or expected to offer discounts to any District staff.

 Owners/Concessionaires solicited by district employees or officers of the 22nd District Agricultural Association for free gifts or services should immediately report such incidents to the Concessions Director.

**SUBLEASING**

Licensees are strictly prohibited from subleasing, assigning or apportioning the whole or any part of the contracted space allotted for rides, games, food stands.

**THE CONTRACT OF ANY LICENSEE ENGAGING IN SUCH PROHIBITED ACTIONS SHALL BE SUBJECT TO IMMEDIATE CANCELLATION.**
The following insurance requirements are set forth by the State of California, Division of Fairs and Expositions, and the California Fairs Service Authority.

**RIDE/SHOW INSURANCE INFORMATION**
Public liability coverage of not less than $3,000,000 (csl) is required for any ride classified and licensed by CAL-Osha as a mobile amusement ride.

If the ride is not classified as a mobile amusement ride, the amount of public liability coverage required is to be not less than $1,000,000 (csl).

**GAME / FOOD INSURANCE INFORMATION**
Public liability coverage of not less than $1,000,000 (csl) is required for all game concessions and food concessions.

**GENERAL INSURANCE REQUIREMENTS**
A Certificate of Insurance for both Worker’s Compensation and General Liability coverage is mandatory and should be submitted directly by the licensee’s insurance agent to the Concessions Office. **NOTE: only original certificates, without corrections, and with an original signature will be accepted.** This is for the benefit of the Licensee as well as the District.

Licensee is required to keep in effect at all times, during the term of this contract, the insurance requirements provided herein. Non-compliance of these requirements will lead to termination of the contract.

Please refer to EXHIBIT B for more detailed information regarding insurance.

Certificates of Insurance are subject to the approval of the State of California Department of General Services, and Licensees agrees that no work or service(s) shall be performed prior to the giving of such approval.

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**LICENSES, PERMITS & APPLICATIONS**
**INCLUDING FEDERAL, STATE & COUNTY LAWS AND ORDINANCES**

**ELECTRIC OR GAS CARTS / MOPEDS**
All carts and mopeds used on the fairgrounds must have a permit to be driven on the fairgrounds. Cart Permits are available on a **limited basis** from the Concessions Office. (Permit fees for carts and mopeds are $150.00 per vehicle).

A Certificate of Insurance for General Liability in the amount of $1,000,000 as evidence of coverage is required before a permit can be purchased and will be kept on file in the Concessions Office. The certificate must state “Golf Cart Coverage” to be valid. Failure to do so will result in a $200.00 fine, and jeopardize future participation at the fair.
Bikes are prohibited on the grounds other than those that are authorized by the District for Security and Medical personnel. Carts are considered a safety hazard and Fair management shall have sole discretion to determine the use and limits of electric carts on the grounds (**no carts permitted in buildings at any time**). Please note: All State of California helmet laws apply to the fairgrounds, and will be enforced.

**Skateboards or roller skates/blades** are prohibited for personal transportation on the fairgrounds at all times.

**PARKING PERMITS**

A limited number of parking permits will be issued to owners or authorized employees and will be valid only in designated areas.

**POSSESSORY INTEREST TAX**

This rental may create a possessory interest subject to property taxation and the licensee may be subject to the payment of property taxes levied on such interest.

Information concerning the possessory interest tax that results from your contract with the 22nd DAA is available from the County Tax Assessor’s Office at 1600 Pacific Highway, San Diego, CA 92101, or by calling their office at (858) 505-6081. In brief the law states:

> "Under State law, a possessory interest is the taxable value for the private use of nontaxable public property. The taxable value of the possessory interest is determined by considering the length of the rental, the rental payments, and the permitted use of space."

The property tax bill for the use of your space at the San Diego County Fair during May / July 2019 will not be issued by the County of San Diego until October 2019. Please remember that this is in addition to, and is not included in, any other payments that you make to the 22nd DAA.

**RECREATIONAL VEHICLE FACILITIES / RV SPACE PERMITS**

A limited number of camping spaces with full and partial hook ups are available for licensees on the fairgrounds. Housing is available beginning approx. May 20th. Please note there will be no refunds for cancelled reservations.

All required forms must be filled out as requested, regardless of previous participation.

All personnel with quarters in the backstretch must either have a fair badge or backstretch badge to gain access to those quarters.

**WORK PERMIT LAW**

Licensees who employ youth under the age of 18 are required by law to see that each such employee holds a valid work permit. This includes adhering strictly to all applicable child labor laws.
Fair management does not supply carpenters, electricians, laborers, etc. These may be obtained from the local labor office sponsored by the State of California. Certain electrical, plumbing, and carpentry jobs require the use of fairground employees, see UTILITIES.

MAIL AND SHIPMENTS

ALL BOXES AND OVERSIZED MAIL SHOULD BE SENT TO THE CONCESSIONS WAREHOUSE VIA A SERVICE SUCH AS FEDERAL EXPRESS OR UPS ADDRESSED AS FOLLOWS:

Licensee Business Name
C/O Concessions WAREHOUSE
Location________Space #__
Del Mar Fairgrounds
2260 Jimmy Durante Blvd
Del Mar, CA 92014-2216

Incoming shipments of merchandise/material for licensees will not be accepted by the 22nd DAA prior to May 27, 2019. Shipments which arrive prior to this date will be returned to sender. Please, plan accordingly! Each package must be signed for prior to picking up.

C.O.D. shipments are never accepted! Concessions warehouse personnel are not permitted to handle money or checks, please do not ask them to do so on your behalf.

Shipments will not be delivered (unless time allows) they will be held on the warehouse dock. Items are to be picked up by the end of the business day (6pm). Any unclaimed shipments will be returned to sender the next business day. NO EXCEPTIONS!

If you plan to receive letter sized mail on-site during the fair, incoming mail for licensees should be addressed as follows:

Licensee Business Name
c/o Concessions Office
Location________Space #__
P.O. BOX 1088
Del Mar Fairgrounds
Solana Beach CA 92075

There is a self-serve box located in the Concessions Office where incoming mail is filed alphabetically by business name. Any mail not picked up by the end of the fair is forwarded to your address on file, or returned to sender. Overnight and express mail is delivered to the Administrative Office each morning then routed to the Concessions Office.

Outgoing mail may be sent from the Concessions Office provided it contains the proper postage. Stamps are not available on the fairgrounds.

PHONE LINE AND INTERNET SERVICES

For pricing or to request a service agreement for telephone, internet service or hand held radio rentals, please call our Communications Department at 858-792-4400 or e-mail communications@sdfair.com
**WI-FI** is available on the Fairgrounds. This is a shared and open internet source. Free WiFi has upload and download speeds averaging 1.2 mbps but higher bandwidth plans are available with upload and download speeds of 8 mbps through the Fairgrounds portal page. Please call the I.T. office at 858-794-1065 for more information about the Fairgrounds Wi-Fi.

**SIGN SHOP**

The Del Mar Fairgrounds has on-site Sign Shop that can provide quality vinyl and digital signs at competitive prices. For more information contact the Sign Shop at signs@sdfair.com or 858-755-1161 x2420.

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**OPERATING PROCEDURES**

**ACCIDENTS/INCIDENTS**

It is mandatory that all incidents and/or injuries be reported to the Midway Office immediately!!!

**BADGING**

Photo I.D. badges issued by the San Diego County Fair must be worn as prescribed by the San Diego County Fair in public view at all times by all on-duty midway employees, owners, employees, and operators.

I.D. badges are the property of the San Diego County Fairgrounds. Persons terminated or leaving employment prior to the conclusion of the fair must return their photo I.D. before leaving the fairgrounds.

**CHECKING IN AND SETTING UP**

Owners/operators may begin staging equipment in the “Green Lot” May 13, 2019. Personnel are not permitted to stay on grounds until housing is available approximately May 20, 2019. **Please remember to check in with the Concessions Office upon arrival.**

All attractions, concessions, and support equipment (including living quarters, storage and office units) must be positioned on the Fun Zone and Kids Zone by Midway Manager.

Once a site is assigned, no placement of equipment or storage of merchandise outside that space, or on the exterior of any attraction or concession, will be allowed without the prior approval of the Midway Manager.

All set up must be completed in such a time and manner so as to assure that attractions can be inspected, tested and fully operational prior to the opening of the Fun Zone and Kid Zone.

**CLEAN UP & WATER USE DURING SET-UP**

The District has been informed that any run off that does not go directly into the sewer system is a violation of the Clean Water Code. Therefore, **water use for any equipment will be strictly prohibited.**

Every operator/employee will be responsible for sweeping all trash from in and around the booth, out to the front of the booth, at the close of business each day. Empty cartons must not be placed behind or under equipment, nor should they be disposed of in the trash containers meant for public use. There will be a disposal unit for cartons outside of the midway gate.

All cardboard boxes must be recycled. See RECYCLING.
CLOSING NIGHT PROCEDURES

All ride, game and food owners will be given closing night procedures and schedules on July 4, 2019. Please be sure that you read them and instruct your personnel involved in closing accordingly.

CUSTOMER SERVICE

Each ride, game or food stand must have a representative of the company present who speaks and understands English and who is able to communicate with patrons regarding any questions or concerns they may have.

DRUG TESTING

All Midway Personnel must pass a drug test for employment on the midway and are thereafter subject to random testing. There will be no re-testing for those who have tested positive for substance use.

No employee is allowed to operate any mechanical ride under any prescription drugs which may impair judgment.

ECO GUIDELINES

The Fairgrounds is in a beautiful location right on wetlands, Steven’s creek, San Dieguito River and the Pacific Ocean. This reminds us every day that we are responsible for our treatment of the environment. Our expectation is that while you are here you will also treat these resources with the respect that they deserve by following our very simple Eco Guidelines. Our goal is “Zero Waste”. To help us get there vendors are required to comply with the following requirements.

Batteries

AAA-DDD batteries (no auto batteries) must be collected and recycled separately from the blue recycling bins. Please take them directly to the staff at the Recycling Yard located in the Red Lot near the Fire Station and Warehouse.

Food Scrap

Vegetable & fruit food waste is required to be deposited in the GREEN Food Scrap recycling bins. This includes all food prep and pre-consumer vegetable & fruit food scraps. Coffee grounds and tea leaves/bags are also acceptable. This is food for our composting worms, so please NO raw meat, plastics or trash in these bins.

Hazardous Waste

Paint, paint materials and all other hazardous wastes MUST be taken with you when you leave.

Ice & Other Liquids

Put all unwanted ice in the wash rack in the Maintenance Area. Please do NOT put ice or any other liquid in planters or on the ground.

Lighting

All lighting must be LED lighting. (Prohibited - fluorescent, halogen, incandescent lights)
Packaging Peanuts

Unwanted packaging peanuts MUST be bagged in a CLEAR bag while you are inside a building (to help prevent the inevitable blowing of peanuts) and thrown into a trash bin. Do NOT put these in a recycle bin. If your packaging peanuts blow away, you are responsible for chasing them down & keeping them from becoming litter.

Prohibited Materials

Styrofoam/polystyrene products- containers are prohibited. All containers must be made of paper or compostable material (no plastic)

Recycling

Cardboard boxes must be emptied, broken down and recycled. Flattened boxes are to be deposited into the designated BLUE 3 yard bins located behind buildings or in your designated area. There will be signs in the buildings with specific instructions on where you can leave your flattened boxes.

Bottles & Cans (Glass, Aluminum, Steel/Tin & Plastic) go in the BLUE wheeled containers.

Trash

Each vendor/concessionaire must keep their surrounding area free of trash. ALL trash must be bagged in CLEAR bags and deposited into trash dumpsters located all over the property. DO NOT leave bagged trash next to smaller trash cans in public areas- these are for the use of guests.

After Fair closing all bagged trash can be left in the middle of the Avenue for fairgrounds staff to pick up.

Fairgrounds staff will be monitoring all areas for proper compliance with Eco Guidelines. Violations will be issued accordingly.

EMPLOYEE/OPERATOR GUIDELINES

Licensee shall be solely and absolutely responsible for the conduct and personal appearance of all personnel in his/her employ. It is the responsibility of the midway owners to ensure that all employee/operator behavior and appearance is acceptable to District Management. In addition, the following guidelines will be strictly enforced:

⇒ Foul or abusive language will not be tolerated.
⇒ No employee shall touch, grab, or in any way physically restrain any customer.
⇒ Use of drugs or alcoholic beverages by midway employees/personnel will not be tolerated.
⇒ Operators/employees shall be uniformly attired in District uniforms, ID badges visible, black or khaki pants only (no jeans).
⇒ Proper closed-toe and heeled shoes (no flip flops) must be worn for safety purposes.

Smoking, or any other use of tobacco or E Cigarettes, is prohibited for Fun Zone and Kid Zone personnel who are on duty. Tobacco use must be restricted to relief periods, safely away from the public view and attractions, such that matches, ashes and cigar/cigarette butts can be properly disposed of for safe and easy cleanup. The fairgrounds is a non-smoking / non-vaping facility.

Any employee/operator found to be in violation of these rules will be immediately removed from the fairgrounds and barred from working in any capacity at the San Diego County Fair.
INFRACTIONS
All infractions of the Rules and Regulations outlined in the Licensee’s Handbook will be documented. Infractions become part of the annual evaluation and may seriously jeopardize future participation.

MEDIA
With a fair as large and complex as ours, it is important that all publicity information be coordinated through one office. ALL MEDIA/PR inquiries pertaining the Fair and Fairgrounds must be cleared through the Public Information Officer for accuracy and timelines before they are distributed. Please send such materials to Public Relations/Information, 2260 Jimmy Durante Blvd, Del Mar, CA 92014, 858-792-4262- Cell: 619-925-8430.

News media are always looking for story ideas, and they contact our public relations office to get them. By giving your information to this department, you will make your job easier as well as ours.

RE-HIRE POLICY
An employee terminated for any reason must have approval of Midway Management before being re-hired by another company. It is the responsibility of each owner to notify management of the termination of an employee. (See also, BADGING)

SIGNS
All signs must be professionally made, neat in appearance and of a size and type approved by Midway Management. Hand-lettered signs, “paste-over” sign changes, hand-written sign corrections and felt marker signs are not permitted.

SMOKING
The Del Mar Fairgrounds is a non-smoking facility (including E-Cigarettes)

SOUND
The use of any sound system, PA system, or noise-making device must have the approval of the Midway Management. Sound levels will be checked daily and shall not exceed 85 decibels at ANY time. Failure to observe this limit could result in revocation of the privilege. The decision of the Midway Management regarding sound levels will be final.

Remember - horns and sirens will not be permitted after 10:00 pm.

TOWING
Towing cars is necessary to maintain order in our parking lots and we will not hesitate to do so. In the event your vehicle has been towed please go directly to the Guest Services office where you will receive instructions on recovering your vehicle.

Do not go to the Concessions Office, as we will be unable to help you.

UTILITY
1. Owners must supply 100’ of lead wire and all appropriate “plug in” hardware that meets the requirements of the San Diego County Fair equipment.

2. All utility requirements must be marked on the licensee’s application for booth space. MANAGEMENT RESERVES THE RIGHT TO DENY REQUESTS FOR UTILITIES.

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3. If a Licensee requires 208 or 240 volt electrical power, District Management must be advised of the following on the licensee's application:
   a. Type of equipment to be used
   b. Voltage, amperage, and phase requirements
   c. Exact positions where electrical outlets shall be placed

4. Please note 208, 240 or 3 phase electrical power is subject to availability.

5. Hard wiring of electrical equipment is prohibited.

6. Licensees are responsible for the proper installation and operation of their equipment. The District will not be responsible for damage resulting from improperly wired or installed equipment.

**UNIFORMS**
San Diego County Fair logo sport shirts are mandatory for all midway personnel. Please be aware that if a hat or sweatshirt is worn that it must be the current fair logo uniform. No other outerwear is acceptable. Also, only black or khaki pants are to be worn – no jeans will be permitted.
AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) makes it illegal to discriminate against anyone because of a physical or mental impairment. It is the responsibility of each licensee and their employees to adhere to the requirements of ADA. In simple terms, every effort should be made to allow guests with disabilities to participate in the purchase of food or merchandise, receive services, etc. The following specific examples will be of assistance in accomplishing compliance.

All licensees at the San Diego County Fair must make a special effort to serve guests with disabilities, for example:

- If someone in a wheelchair needs assistance in ordering or receiving a product, extra effort should be made to assist this person, even if it requires sending an employee outside the concession to take their order, provide service, or deliver the product.

- Your staff should be prepared to read your or menu to a visually impaired guest.

- Strive to meet all reasonable requests. For instance, providing a small beverage in a large cup is a reasonable request for someone with a disability to make; it should be met.

- Remove a stool from counters with seating to provide wheelchair access to the counter and designate the location with appropriate accessibility signage.

Any questions, comments or complaints should be directed to Guest Services office, located on the east end of the Grandstand.

It is the position of the San Diego County Fair that all guests be treated in an equal and courteous manner so that they may participate in the fun and enjoyment the fair offers while ensuring a safe and enjoyable experience for all.

APPEARANCE OF PERSONNEL

Licensee shall be solely and absolutely responsible for the conduct and personal appearance of all personnel in his/her employ. Such employees shall be uniformly dressed (see uniform policy above) orderly and polite in their conduct and speech at all times.

Intoxication, use or possession of any controlled substance, or impolite, discourteous or obscene speech or conduct toward, or in hearing range of the public shall be sufficient grounds for termination of this contract at the sole discretion of Fair Management.

AUDIT / VIOLATIONS

Concessionaires must comply with audit requirements and any adjustments that are required as a result of an audit/evaluation conducted by management of the 22nd DAA.

In the event that management determines a violation of audit policy has occurred, penalties will be assessed according to the following schedule:

- First violation: verbal warning
- Second violation: written warning
- Third violation: $200.00 fine
- Fourth violation: immediate contract termination

All violations will be documented and become a permanent record on file. Violations do not have to be of the same nature for this step structure to apply. It is your responsibility to make your employees aware of the severity of audit violations. See also EVALUATIONS / VIOLATION SLIPS.
CASH REGISTER REQUIREMENTS

- All cash registers must be approved and registered with the 22nd D.A.A., with no exceptions. If you are considering a new POS system or cloud-based POS system please note that they must be approved by the 22nd D.A.A. Auditing Office at least two full months before opening day and MUST meet our auditing requirements.
- Every stand must have at least one cash register, and all registers present must have removable and dual tape. Registers and their display must be clearly visible to customers when placing an orders and making payment.
- Maintenance of registers is the concessionaire’s responsibility, and the 22nd D.A.A. and associated staff will not repair or contract for repair on any cash registers. Any cash register problems and/or associated downtime must be reported immediately to the Auditing Department, with no exceptions. The Auditing Department reserves the right to ask for documentation of repair (and associated absence of register sales due to repair) or permanently disabled registers. In some cases, permanently disabled registers may be stored in the Auditing Office until the end of the fair.
- If you have only one register approved and it requires downtime, an auditor must be present for any and all sales made during this downtime.
- All sales must be rung up on a 22nd DAA-approved and registered cash register, including credit card sales. Cash drawers must be closed following each sale. A continuously open cash drawer or use of separate cash box is prohibited.
- All cash registers must have a functional credit card method of payment key, in addition to a cash method of payment key. Individual sales on detail tapes must be labeled by the register as cash or credit and must be easily discernable by auditing personnel.
- A cash register receipt must be given out with each transaction. If the sale is a credit card sale, you must give the customer a receipt from both the cash register and from the credit card terminal.
- Please keep “No Sales” to a minimum. Excessive use of the “No Sale” key will be considered an indication that unrecorded sales have occurred and a factored amount will be added to daily sales by Auditing Department.
- Over-rings - If a cashier makes an error after the sale has been finalized on the register, then it must be recorded on the over ring report and circled on the cash register detail tape. The correct sale amount must be re-rung in to the cash register. If excessive over-rings occur, we will require you to program pre-set price keys that can be cancelled before hitting the total key. Voids are prohibited once a sale has been finalized – there should be no negative sales. Keep the receipt tapes from all over-rings and attach them to daily over-ring reports.
- Under-rings - There should be no under-rings
- The Auditors have been instructed to report any repeated offenses to the Concessions Director and CFO.
- Daily sales figures as reported by the Auditing Department will be used as the basis for your final sales figures. You will bring your Z reports and detail tapes from each registered cash register to the Auditing Department on a daily basis by 12 Noon the day after (or the next open fair day). All Z reports must have a line item for the total dollar value of cash sales, and a separate line item for the total $ amount of credit card sales. The auditors will review the information and record daily sales for rent calculation.
- Cash register tapes will be returned to you unless you request otherwise, although the Auditing Department reserves the option to retain detail tapes while discrepancies are dealt with.

Every stand must have at least one approved and registered cash register. Each register must have the following demonstrated capabilities to be approved:

⇒ Customer Display (must be visible to public)
⇒ Continuous non-resetting grand total
⇒ Cumulative Z counter
⇒ 30-day working battery back-up
⇒ Readable tape (both receipt and detail)
⇒ Consecutive transaction numbers
⇒ X and Z report readings
⇒ Key pad protector
⇒ **CURRENT PRINTED DATE & TIME ON DETAIL TAPE**
DUAL TAPE CASH REGISTER

The District reserves the right to approve the type of cash register used.

We require preset register keys; this allows for better auditing and also eliminates those large over-rings resulting from mistakes in number entry (e.g. $55,000 instead of $5.50).

CONDIMENTS

Each stand must provide napkins, straws, and/or condiments (when applicable) to be available upon request. Condiment areas must be kept cleaned and fully stocked at all times.

COOKING OIL

All cooking oil must be Trans Fat Free.

CREDIT CARDS

All stands must have the capability to accept credit cards as a form of payment from the customer, and must take credit cards as a method of payment, unless otherwise determined by management. Please note that the State of CA allows for posting of $10 minimum credit card purchase signs. Any credit card machine problems and/or associated downtime must be reported immediately to the Auditing Department, with no exceptions. In addition:

- You must provide District with copies of credit card machine batch reports daily, for each credit card machine you have. These daily batch reports must have the details of each transaction, including the date and time of each sale as well as the dollar amount, and must also have a credit card total $ amount at the end of the report.

- Auditors will check daily to make sure that your batch report credit card sales totals match credit card sales reported by your cash registers in Z reports. In the event that these amounts do not match and your batch report exceeds register-reported credit card sales by $50 or more, we will add the discrepant amount into your daily sales totals and use this adjusted amount for rent calculations. The Auditing Department reserves the option to complete a detailed audit to attempt to reconcile differences in lieu of adding the discrepant sales back into daily sales totals on the second time this occurs. Repeated discrepancies beyond a second time will result in violations in conjunction with a meeting between the concession owner/manager, the Fair Management, and the Auditing Supervisor, and the discrepant amount will be added into daily sales totals.

All licensees will be required to comply with all Federal credit card law policies.

EMPLOYEE DISCOUNTS

Licensees are not expected to offer, nor are they obligated to extend, discounted or free food to employees or officers of the 22nd DAA. You are encouraged to notify the Concessions Office if approached or solicited by any employee asking for free or discounted food.

EVALUATIONS/VIOLATION SLIPS

Food space evaluation includes, but is not limited to: proper use of cash register procedures, posting of microwave sign, observation of hours of operation, compliance with recycling regulations, cleanliness/appropriate attire of personnel, courtesy of personnel, proper clean-up and disposal of waste products, professional menu board posted with prices, and complies with proper food handling procedures.

It is your responsibility to make your employees aware of the impact these evaluations have on future participation at the fairgrounds. Response to written violations should be provided on the back of the violation slip and returned to the Concessions Office within 24 hours. Violations play an important role when deciding to invite a Licensee back to the San Diego County Fair. Licensees are required to comply with any adjustments deemed necessary as a result of an evaluation conducted by the 22nd DAA.

ICE/GREASE DISPOSAL

Leftover ice must be dumped in the wash rack at the maintenance dock at the end of the day, not in the planters or on the ground. Grease containers will be provided. Licensees must use proper disposal containers for grease, cooking oil, and raw garbage. Do not dispose of grease in planters, trash bins or sewers—youbwill be fined $250.00 for each violation. It is the entire responsibility of the concessionaire to have all grease removed at the end of the fair. Also, each location must provide a means for protecting the ground/pavement from grease spillage under each grease barrel. Failure to use the proper containers for disposal of your grease or remove all grease after the fair will result in a $250.00 fine, and you will not be allowed to return to the fairgrounds the following year.
MENU/PRICE LIST

Menu boards at each stand must be easily readable and visible from the front of the stand. Menu board must reflect the price of item before tax and indicate that tax will be added. Sales tax is to be added on top of the menu price of items and not already included within. Menu boards must reflect that “prices do not include sales tax”, “plus tax”, or similar terminology. Once submitted and approved, menus cannot be changed without written approval from Concessions Office.

All signage must be of a professional nature. No handwritten signs will be allowed. In addition – menu boards made with ‘interchangeable’ peg like lettering will not be allowed.

MICROWAVE NOTICE

If a microwave is used in food preparation, Concessionaires must post a notice visible to the public to that affect.

MUSIC/SOUND AMPLIFICATION

Any use of music and / or sound amplification (microphones, etc.) must have prior approval from the Concessions Department.

NAPKINS

No loose napkins are allowed. They must be dispensed individually (either handed to customer, on a roll, or single napkin dispenser). Please use only biodegradable products whenever possible; knives, forks, spoons, cups and unbleached napkins etc. to help our environment.

PROHIBITED FOOD CONTAINERS §

Current Board policy prohibits the use of all polystyrene (styrofoam) containers. Violators will be assessed a daily fine of $50 until the situation is corrected.

PROMOTIONS

- Souvenir Cup Refill program – all 32 oz drinks are to be sold in the fair logo souvenir cup. Refills are to be available for the predetermined suggested price.
- Taste of the Fair – Taste size samples of one menu item are to be available between 12 Noon and 5pm on Thursdays of the Fair for $3.00 per Taste.

o Coupon (soda) Sales

Soda coupons in the value packs are Buy One Get One Free. Soda coupons should be marked with a dark marker once accepted and turned in to the Auditing Department daily to allow for analysis of coupon use and to prevent recirculation of soda coupons. All other coupon sales are to be rung into the register in the amounts reflected on the coupon.

QUEUING LINES

When necessary, concessionaires are required to provide queuing lines in order to avoid blockage of main avenue or walkways.

SELLER’S PERMIT

Any Licensee who will be selling or taking leads for future business must obtain a California state sales permit number. All licensees must file for this permit, even if only taking leads for future business while at the San Diego County Fair. A current, valid copy of your permit must be on file with the Concessions Office. Licensee without a valid sellers permit during the fair will be closed down. Please be sure your permit is valid for the entire run of the fair (May 31 – July 4, 2019) and the name on the permit must match the contracted name.

The California Department of Tax and Fee Administration previously known as State Board of Equalization wants to make doing business in California as easy as possible. You can register for a seller’s permit or use tax account online using electronic registration. Their website is www.cdtfa.ca.gov or contact them at 800-400-7115
SETTLEMENT

There will be a preliminary settlement during the fair (date To Be Determined)

Settlement will occur from 10:00 p.m. to 12:00 a.m. closing night and 9:00 a.m. to 12:00 p.m. on July 5th (hours are subject to change). Concessionaires wishing to settle July 5th must make prior arrangements with the Concessions Auditing Office. Any vouchers issued by the District should be turned in daily.

 Violations will be issued to those who fail to settle by 12:00 p.m. (noon) on July 5th.

SEXUAL HARASSMENT POLICY

The 22nd District Agricultural Association is committed to providing a work environment which is free from sexual harassment. Sexual harassment refers to behavior which is not welcome, personally offensive and interferes with employees' effectiveness and work environment. Sexual Harassment is unacceptable and will not be tolerated.

SIGNS / BANNERS

Any changes to your top of stand marquee sign, banners, or side wings must have prior approval from the Concessions Department.

Sidewalk signage must also have prior approval from the Concessions Department and approval will be granted on a case by case basis only.

SMOKE FROM STANDS (I.E. BBQ GRILLS)

All smoke from your stands must be controlled in such a manner as to not be directly blown towards the public/customers.

SPONSORSHIPS / PROMOTIONS

Concessionaires will be required to participate in District sponsored promotions (i.e. - District beverage cups, exclusive beverages provided, etc.)

STAND HOURS

Your stand is required to be open at designated hours as outlined. Your stand should never be left unattended!

TIPS

Visually or verbally soliciting for tips is strictly prohibited.

TRASH

It is the responsibility of each Concessionaire to keep the area surrounding their food stand, including tables, free of trash. All trash must be set out after the Fair closes at night, do not leave this until the morning as daytime pick-ups will not be made. Trashcans are for the use of the public. Do not pile trash next to the trashcans. A limited number of three-yard trash bins are available on a first come first serve basis.

WATER ♦

Each stand must provide water to any patron who requests it. Cups will be provided by the District and may be obtained in the Concessions Warehouse.
GAME OPERATIONS

IN ADDITION TO GENERAL POLICY AND PROCEDURES, GAME OPERATION MUST
ADHERE TO CASHLESS MIDWAY AND SOFT SELL APPROACH POLICIES AND
PROCEDURES.

INFRACTIONS OR VIOLATIONS OF THESE POLICIES MAY RESULT IN IMMEDIATE
EXPULSION OF OFFENDER. REPEATED INFRACTIONS WILL RESULT IN REMOVAL
OF THE GAME.

CASHLESS MIDWAY POLICIES

- ONLY DISTRICT ISSUED TENDER (i.e. Fun Pass Card) IS TO BE ACCEPTED – NO CASH
  TRANSACTIONS ARE PERMITTED AT ANY TIME.
- Only District issued scanners may be used and may not be altered.
- All game play requires payment before each play. Charging after play is not permitted
- Attendant may not handle the player’s redemption card (Fun Pass) at any time.
- Attendant is required to inform player of tickets deducted for each play.
- Attendants with Fun Pass cards or cash on their person while operating the game are subject to
  immediate termination – owners shall provide an area to store personal belongings.
- All employees must attend Fun Pass training sessions.
- Operators will incur a $225 rental charge for each scanner.

SOFT SELL APPROACH POLICIES

Soft sell refers to a sales approach that features subtle language and a non-aggressive technique without
psychological pressure. This is best achieved with hourly employees rather than commissioned agents.
Should employees be paid on other than an hourly basis, the District must be so informed.
- The customer must initiate conversation with the attendant. Once a customer engages and plays they
  may be asked to try again. At no time shall the customer feel pressured by the attendant to play the
game.
- No attendant may touch, grab or in any manner physically restrain any player.
- Employees/operators shall not throw or toss an object such as a baseball, ping pong ball etc., to a
  patron for the purpose of luring them to the game.

GAME APPEARANCE AND SIGNAGE

- In order to provide uniformity, all “stick joint” canvas material must be solid red; all equipment must
  be in new or like-new condition.
- Only L.E.D. lighting is permitted.
- No obstacles shall be permitted to hinder the play of the player, i.e., low hanging plush on pitch
games. All large items must be contained inside game. No stock is to be on the ground.
- Every game operated at the San Diego County Fair shall have conspicuously posted, at all times while
  in operation, how the game is played and exactly what is required of the player in order to win each
  prize offered as well as game rule signs as provided by the District and must be visible at all times.
- The District will provide a sign indicating the appropriate number of game tickets required for play.
- Signs must be of permanent type material such as wood, metal, plastic or masonite, and the lettering
  shall be plainly readable to the public eye. All price signs must be in figures at least 4” (four-inch) in
  height and must be professionally made. Any restrictions on numbers or types of prizes which may be
  won by an individual player per day must be clearly posted.
MERCHANDISE

- NO CASH PRIZES ARE PERMITTED
- Games shall run a minimum of 25% giveaway. Operators must comply with audit procedures including but not limited to stock usage reports.
- All merchandise, which can be won must be openly displayed in public view.
- No merchandise shall be displayed which is not one of the prizes possible to win.
- All displayed merchandise shall be marked so that any player may know in advance what is required to win any of the prizes.
- Merchandise must be tagged in such a manner as to identify the concession owner from whom it was won.
- When an “object target” is used for “choice”, it must be stated that the object target is just that, and not a possible prize.
- No drug related paraphernalia, pornographic materials, knives, weapons, laser pointers, etc. shall be displayed, sold or given as a prize. See PROHIBITED ITEMS in this document for more detail. The decision of Midway Management regarding prohibited materials shall be final.

NOVELTY ITEMS such as balloons, inflatable toys, and glow-in-the-dark novelty items are covered under the 22nd DAA’s novelty contract as exclusive items for sale by that contractor only. These items may not be sold, displayed, or used as giveaway promotions by any other Licensee or participant in the San Diego County Fair.

GENERAL RULES

- No game shall be permitted in which the outcome of the game is dependent upon the judgment of the attendant.
- No flat stores, alibis, games of chance, or mixed games of chance and skill will be permitted.
- No game of skill may be played without charge for use or play, or for an amount greater or less than the approved and posted cost of game. No free or “bonus” play may be provided as an incentive for customers to start games
- No personal items are to be given away as an incentive to play a game (i.e. Xbox, I-pods, etc.)
- Group Games with one to three players win small toy; four and up equals choice.
- On a build-up game, all prizes must be clearly marked and posted so that the player understands the rules and exchanges of smaller prizes for larger prizes. There will be a maximum of 4 trades on a build-up game (with a Minimum of a $5.00 prize for a $20.00 play). At least 1 (one) of each size prize to be won must be marked with a minimum 2'' sign (1 win, 2 wins, etc.) with minimum one-inch letters. If the front counter is over 16’ (sixteen feet) long, they must be marked at each side of the counter.
- Balloon Stores are to be standardized at 3 plays for $5.00 with no more than 3 steps. Each Balloon Store game must have signage to explain the steps.
- Foul lines are not permitted for any game operation.
- If the game requires the employee to stand outside the game, they must remain within 4 feet from counter as designated by tape on the ground (or matting).
- Bank-a-ball games shall have baskets or tubs secured in such a manner that they don’t move – NO edge shots are to be called. However, it may be constructed in such a manner that there is a device located on the edge devised to fall when struck.
- Approval must be received from management for the usage of microphones. The decision of Midway Management regarding sound levels will be final.
- There will be no substitute games without the approval of Midway Management.
- Any game operating with mechanical or motorized equipment must be equipped with a 2 1/4 pound ABC fire extinguisher.
- No usage of cell phones is permitted within games.
PAYMENT OF FEES
Game owners will pay rent of a minimum guarantee (based on use of space) vs. 24.5% of the game gross whichever is higher. 24.5% of the total minimum guarantee due will be assessed from each rent check until the minimum has been met with payment of 24.5% of the gross thereafter.

PROHIBITED ITEMS
The following may not be sold, displayed, or given away on the fairgrounds (including parking areas):
⇒ pornographic or drug-related items
⇒ products made from any endangered animals
⇒ stickers: A fine of $200.00 per occurrence will be assessed to any Licensee whose stickers are found anywhere on the grounds. Any Licensee found to be selling or giving away stickers will receive a violation notice, which may jeopardize future participation in the fair.
⇒ flyers: A fine of $500.00 per violation applies to the distribution of flyers outside your booth
⇒ Stun guns, switchblades, brass knuckles, high-powered water guns, rubber bands toys/guns, fireworks, pyrotechnical equipment and martial arts weapons.
⇒ laser pointers
⇒ mirrors that display pictures that are inappropriate for a family venue as determined by management.

SAFETY
As with rides, games shall be operated with safety in mind.

Games such as darts, baseballs, etc., shall be designed so that objects thrown will not pass through or around backboard, or bounce back into the player area.

Lights shall be guarded against breakage by objects being thrown.
RIDE OPERATIONS

CAL OSHA

All rides and shows must bear current CAL-OSHA permits in order to operate on the San Diego County Fairgrounds.

CASHLESS MIDWAY POLICIES

1. Only District issued scanners may be used and may not be altered.

2. Operator may not handle the player’s redemption card (Fun Pass) at any time.

3. Operator is required to inform guest of tickets deducted for each ride.

4. Operators with Fun Pass cards on their person while operating the ride are subject to immediate termination.

5. All employees must attend Fun Pass training sessions.

6. Operators will incur a $225 rental charge for each scanner.

GENERAL RULES AND REGULATIONS

1. The appearance of all ride and other midway equipment must meet the approval of the Midway Management, whose decisions on such matters shall be final.

2. All prices to be charged for rides shall be determined by District management prior to opening of the fair. No price changes will be permitted after the start of the fair without the prior consent of Midway Management.

3. Ticket signs designating the number of tickets required to ride/enter will be provided by the Midway Office, and must be conspicuously posted.

4. All rides shall be inspected prior to opening. All rides shall be fully assembled and operational in a timely manner to insure the ride inspectors have adequate time to conduct the inspection.

5. Clearly understood and visible signs, approved by Midway Management, that communicate to the public appropriate instructions and warnings regarding safe use of attractions must be prominently posted at each attraction. These signs should include, but not be limited to, instructions for persons with disabilities, and parents of minor children, as well as limitations or exclusions due to age, weight, height or physical condition. (Midway and Kid Zone personnel are responsible for observance and enforcement of these instructions, warnings, limitations and exclusions.) Signs should be in good repair.

6. The District has established the following penalties for rides that are not in operation on opening day.

   - $1,500.00 first day
   - $2,000.00 second day
   - $5,000.00 each day thereafter
   - $300.00 per day for kiddie rides

7. These assessments will be made on a per-ride basis. The determination of the District to assess the penalty for non-performance is final.

8. All rides must be maintained in good electrical and mechanical condition, and be under the supervision of a competent operator at all times when the ride is in operation.
9. If a ride is down for any reason, it is mandatory that it be reported to the Midway Office immediately. The ride must be inspected prior to re-opening. If a ride is shut down for any repair other than preventive maintenance, the pending repair shall be reported to the midway office prior to initiating the repair. Upon reporting such, the midway office shall issue a sign stating “Closed for Maintenance”. This sign shall be in place prior to initiating repairs. Once repairs have been completed, the repairs shall have the midway safety representative’s approval prior to restarting the ride. If such approval is given, the sign shall be removed and the ride can be restarted.

10. All ride owners shall have adequate fencing to completely enclose their ride as well as fencing between their ride and the next to help limit the patrons from cutting between rides and provide protection to spectators and riders. All kiddie rides shall have fencing with gates on both the entrances and exits. All fencing must meet ASTM standards. In the case of aerial rides or swings, a barrier must be present to provide a safe distance from the outmost arc of such swing/aerial ride. Power units must be shielded so as to afford public safety.

11. No rides or power units shall be located as to present a fire hazard to adjacent buildings, exhibits, or other structures.

12. All electrical wires leading to and from a riding device must be protected and insulated so as to present no shock hazard. All electrical equipment must be properly grounded. All electrical junction boxes must be locked and sealed. The District will make every effort to accommodate each ride’s electrical requirements. In the event that we cannot do so, the owner of the ride will be responsible for providing additional boosters and/or generators.

13. Small children shall not be allowed on thrill rides unless accompanied by an adult. Any ride from which a patron might fall, be knocked, or thrown from shall have lap bars or seat belts, as appropriate.

14. The operator of a ride must insure that no one is permitted on a ride who appears to be in an intoxicated condition, is not wearing some foot protection (shoes or sandals), or is carrying any article which might be dropped from the ride.

15. A fire extinguisher which meets the standard of State and local fire officials must be present on every ride and must be properly charged at all times.

16. All owners shall have in their possession all of the maintenance and operation manuals, proper set up tools, equipment, and parts to maintain their rides properly throughout the fair.

17. All rides shall be 100% mechanically sound as per the manufacturer standards. At the discretion of the fair, if there are any questions about the ride’s state of repair, an authorized representative of the fair shall confirm the ride’s condition prior to the fair.

18. All rides shall have an identification sticker issued by the midway safety representative posted on the ticket sign prior to opening to the public. This would ensure that the ride has been completely inspected and approved for opening. A current California ride inspection sticker shall be posted.

19. All horns and sirens on rides shall only be used as a signaling device pending approval from midway management.

PROMOTIONS (PAY ONE PRICE)

Licensees must participate in any special promotions as required by the District. Wednesdays and Thursdays in June are Wristband Promotions Days. Payment will be made to each owner at the end of the fair after the total ride gross and down time has been figured.

FAST PASS
Each ride is required to maintain a Fast Pass lane all hours of operation.
FAIRTIME INFORMATION

ADMISSION PRICES

Admission prices for this year’s fair are as follows:

- Adult (age 13+) $20.00
- Senior (age 62+) $14.00
- Child (age 6-12) $14.00
- Child 5 and under free

WFA Members Credentials are recognized for admission to the Fair. Upon presentation to the Concessions Office, a fair badge or equivalent credentials will be issued.

Discount admission and Family Pack tickets will be available through Albertsons/Vons Grocery Stores.

FIRST AID

Professional medical personnel are on the grounds during all operating hours of the fair. Please direct persons seeking assistance to the east end of the Grandstand, ground floor. NOTE: You are required to immediately report any accident to Guest Services.

GIFT SHOPS

Gift items such as shirts, mugs, pins, and specialized products embossed with this year’s San Diego County Fair logo are available at our gift shop locations. Shops are located at the O’Brien Gate, Family Funville, Activity Center and Avenue. Hours are the same as fairgrounds operating hours.

GUEST SERVICES

Guest Services is located in the east end of the Grandstand on the ground floor. Guests seeking information, assistance or wishing to make suggestions/complaints should be directed to Guest Services.

INFORMATION BOOTHs

Information booths provide directions, answer questions and offer general assistance to our patrons. The five booth locations this year are: O’Brien Gate, Durante Gate, Family Funville, West Gate and Mission Tower.

LOCKERS

Locker rental is available for patrons at Durante Gate and east of the Wizard of Haze. There is a nominal charge for locker rental.

LOST AND FOUND, LOST CHILDREN & ADULTS

Guest Services is located in the east end of the Grandstand ground floor. This service handles lost and found items and reunites lost children and adults with their parties. All found items are kept until mid-September and then donated to local charities. In addition, there is a Sensory Room available in the Guest Services office for guests who have any sensitivity issues (e.g. Autism, PTSD). Sensory Bags are also available that can be checked out for use while attending the Fair. Please direct any patron with questions regarding lost/found items to this area.

PETS

Pets may not be brought onto the fairgrounds without a permit unless they are entered in competitive events or other exhibitions. At no time will pets other than assistance animals be allowed in the buildings, commercial spaces, Midway areas, or any area accessible by the public. Animals are required to stay in your camper. Licensee is responsible for cleaning up after animal.
NOTE: Pets are not permitted on the midway at any time. Animal Control will be called to assist with the removal of any pet found on the midway.

PROGRAMS

Programs listing all events, competitions and performances are available at numerous newsstands located throughout the fairgrounds, as well as information booths.

SPECIAL DAYS

OPENING DAY!! Friday, May 31st 4 pm (Albertsons/Vons discount Fair Day)
Saturday, June 1st & Wednesday, June 5th – (Albertsons/Vons discount Fair Day)
Saturday, June 1st Out at the Fair
Saturday, June 8th Toast of the Coast Wine Festival
Saturday, June 15th Asian Festival - Paddock
Friday, June 14th - Sunday, June 16th San Diego International Beer Festival
Saturday, June 23rd Gospel Festival
Saturday, June 23rd Distilled Festival

Wednesdays/Thursdays (June only) – Pay-One-Price Wristband promotion on the Midway
Purchase until 6:00 p.m.; ride until 8:00 p.m.

Thursdays Taste of the Fair - sample size food portions for $3.00 from noon to 5 pm
Thursdays Senior’s Day - special entertainment for seniors
Fridays Kid’s Day - children 12 and under admitted FREE
Saturday, June 29 Junior Livestock Auction
Tuesday, July 4th Midway opens @11:00 am

Please check our website www.sdfair.com for most current up-to-date information

STROLLER / WHEELCHAIR / ELECTRIC SCOOTER RENTAL

Stroller rental is available at both the O’Brien and Durante gates for patrons. There is a nominal charge for stroller rental. Strollers are available in limited quantities.

Wheelchair and electric scooter rentals are available at both the O’Brien and Durante gates for patrons. There is a charge and deposit required for wheelchair rental. Wheelchairs and electric scooters are available in limited quantities.

WILL CALL

If you wish to leave tickets at the front gate for someone, please deliver them to the Will Call booth located at the O’Brien Gate. These items will be held until picked up by the designated person(s) upon presentation of proper I.D.

PARKING OFF-SITE AND SHUTTLE SERVICES

PARKING FEES FOR PUBLIC LOTS

Public parking fees are $15.00/vehicle (preferred parking $25.00). Credentials are not accepted in any public lot.
PARKING LIABILITY LIMITATIONS

The 22nd DAA is not responsible for fire, theft, damage to, or loss of vehicles; or articles left therein, on the premises. Any person parking in non-designated areas does so at their own risk, and is subject to towing and storage fees.

PARKING OFF-SITE AND SHUTTLE SERVICES

As of publishing date the following off site lots will be used for parking. For the most current up to date information please go to the website at https://www.sdfair.com.

HORSEPARK EQUESTRIAN CENTER: Parking and shuttle service is available (for a fee) daily at Horsepark Equestrian Center, located approximately 2 miles east of I-5 at the corner of Via de la Valle and El Camino Real. Offered every day that the Fair is open. Employee shuttles begin at 7:15 a.m.; public shuttles begin one hour before gates open. Buses operate until one hour after the sweep is complete. If a ride is needed after this time, contact Dispatch.

TORREY PINES HIGH SCHOOL (weekends and July 4th at 9:00 a.m.): as of Wednesday June 19th, opens at noon on days that the Fair is open. I-5 and Carmel Valley or Del Mar Heights Road. The Torrey Pines High School parking lot may be reached by exiting I-5 at either Carmel Valley Road or Del Mar Heights Road, and following the signs east to the school. Alternate route: use El Camino Real north to Del Mar Heights Rd., then east on Del Mar Heights to Torrey Pines High School.

MIRA COSTA (only weekends and July 1st - 4th at 9:00 a.m.): I-5 and Manchester Road. Mira Costa College parking lot of the San Elizio Campus. The lot may be reached by exiting I-5 at Manchester Avenue and traveling east approximately 1/4 mile.

Please note that on Opening Day and promotional days that these lots will fill up very early, so please plan accordingly.

NORTH COUNTY TRANSIT DISTRICT: Catch the BREEZE Fairgrounds Shuttle (Information is subject to change)

BREEZE Shuttle buses serve the San Diego County Fair at the Del Mar Fairgrounds – NCTD operates a Special Route 408 during the Fair from Escondido Transit Center directly to the Fair’s West Gate. Also, Route 101 runs from Oceanside to La Jolla. Passengers can get off the 101 across from the Solana Beach train station and transfer to the Fair shuttle, which leaves from the front of the train station (you must show your BREEZE ticket to ride the Fair shuttle).

From Escondido - Route 408
The first trip from the Escondido Transit Center departs at 9:45 a.m. and leaves every hour, with the last trip of the day at 9:45 p.m. The trip takes 45 minutes and will drop you off near the Fair’s West Gate entrance (in the Fair’s Fun Zone). Return trips to Escondido leave the Fairgrounds at 10:45 a.m. and every hour until the last trip at 10:45 p.m.

From Solana Beach - Route 401
This revamped shuttle now runs until 11:45 p.m. (last bus leaves the fairgrounds) from the Solana Beach train station to the Fairgrounds! Catch the BREEZE Fairgrounds Shuttle in front of the COASTER station located north of Lomas Santa Fe on N. Cedros Avenue. Shuttles leave approximately every 20-25 minutes and will drop you off near the Fair’s West Gate entrance (in the Fair’s Fun Zone). The first shuttle leaves the Solana Beach COASTER station at 8:00 a.m. and runs until 12:05 a.m. The last trip from the Fair’s West Gate leaves at 11:45 p.m. for return trip to the station.

From the COASTER train
The COASTER train runs between Oceanside and San Diego’s Santa Fe Depot, with a stop in nearby Solana Beach. Shuttles run between the Solana Beach station and the Fair’s West Gate; present a bus or train ticket to the shuttle driver to board. Plan your trip with information on the NCTD website http://www.gonetd.com/conster (Schedules subject to change) For more information, dial 5-1-1 for transit information or visit http://www.gonetd.com

FAIR TRIPPER — shuttle and Admission combo package
Ride to the 2019 San Diego County Fair safe and relaxed with the Fair Tripper ticket package! Available every day the Fair is open for just $21 adult/$13 youth you’ll enjoy round trip on the COASTER, SPRINTER or BREEZE and admission to the Fair. (FLEX service not included). Your Fair Tripper ticket is also valid on 6 Select Amtrak trains that stop at all 8 COASTER stations.
2019 San Diego County Fair

IMPORTANT PHONE NUMBERS

FAIRGROUNDS SWITCHBOARD
858-755-1161

SECURITY – EMER. Ext 4271
SECURITY DISPATCH – Ext. 2820
FIRST AID – Ext. 2814
GUEST SERVICES / Lost Child – Ext. 1124
CONCESSIONS OFFICE – Ext. 4218
JANITORIAL (Restroom Supplies & Spills) – Ext. 2618
WAREHOUSE – Ext. 2612

All extensions can be reached by first dialing 858-755-1161 and enter extension at the prompt.
22nd District Agricultural Association
2019 San Diego County Fair

I have read and will abide by the contents of the LICENSEE’S HANDBOOK which is named "EXHIBIT A" in my contract with the 22nd District Agricultural Association.

Please Print

Company Name ____________________________ Contract# ____________________________

Owner/Licensee Signature ____________________________ Date ____________________________
EVIDENCE OF COVERAGE

The contractor/renter shall provide a signed original evidence of coverage for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Citrus Fairs, or California Exposition and State Fair, their 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 District with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. LIST AS ADDITIONAL INSURED ENDORSEMENT: “The State of California and the 22nd District Agricultural Association, their agents, directors, officers, 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 0001. Limits shall be not less than: $5,000,000.00 combined single limits per occurrence for Fairtime Carnival Rides; $3,000,000 combined single limits per occurrence for Motorized Events All Types, $3,000,00 combined single limits per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; $2,000,000 combined single limits per occurrence for Rodeo Events All Types without a paid gate and with any Rough stock events; $1,000,000 combined single limits per occurrence for Rodeo Events All Types without any Rough Stock Events; $2,000,000 combined single limits per occurrence for Interim Carnival Rides, Concerts and Raves with over 5,000 attendees, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, and Simulators; $1,000,000 for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
   b. Automobile Liability – Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form #CA 0001, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving extensive use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
   c. Workers’ Compensation - Workers’ Compensation coverage shall be maintained whenever contractor/renter has employees, as required by law.
   d. Medical Malpractice - Medical Malpractice coverage with limited of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

4. Cancellation Notice: A statement by the insurance company that it will not cancel said policy or policies without giving 30 days prior written notice to the named certificate holder.

5. CERTIFICATE HOLDER:
   a. For Individual Events Only – District, along with District’s address, is listed as the certificate holder.
      22ND DAA / DEL MAR FAIRGROUNDS
      ATTN: CONCESSIONS DEPARTMENT
      2260 JIMMY DURANTE BLVD.
      DEL MAR, CA 92014-2216
      For Master Insurance Certificates Only – California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

OR

B. California Fair Services Authority (CFSA) Special Events Liability Insurance - The contractor/renter purchasing special events liability insurance through the District, when applicable.

OR

C. Master Certificates - A master certificate of insurance for the contractor/renter has been approved by and is on file with CFSA.

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by CFSA.

MAINTENANCE OF COVERAGE: The contractor/renter agrees that the commercial general liability (and automobile insurance and/or workers’ compensation, if applicable) insurance coverage herein provided shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the District, 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 the California Fair Services Authority, and contractor/renter agrees that no work of services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect as all times insurance coverage as herein provided, that District may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

PARTICIPANT WAIVERS - For hazardous participant events, the contractor/renter agrees to obtain a properly executed Release and Waiver of Liability Agreement (CFSA Form “Release Lib”) from each participant prior to his/her participation in the event(s) sponsored by contractor/renter. "Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Teams Events, Equestrian-related Events, Motorize Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fairs Service Authority at (916)921-2213 for further information."
STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**
   Contractor, by signing this contract, does swear under penalty of perjury that no more than one 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 the Contractor’s failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**
   If, during the performance of this Agreement, a dispute arises between Contractor and Fair Management, which cannot be settled by discussion, the Contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause/Statement of Compliance (GC 129901CCR 8103-8120)**
   During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. 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. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

   Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.

4. **Amendment (GC 11010.5)**
   Contract modification, when allowable, may be made by formal amendment only.

5. **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.

6. **Termination**
   The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the Contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. **Governing Law**
   SCTC, F-31 (revised 10/01)
This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

8. **Conflict of Interest (PCC 10410, 10411, 10420)**
   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 (PCC 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 (PCC 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. (PCC 10420.)

9. **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.

10. **Air or Water Pollution Violation (WC 13301)**
   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.
EXHIBIT E

State of California
DRUG-FREE WORKPLACE CERTIFICATION

Company Name

From and after the “Date Executed” and until ________________, and at the election of the contractor or grantee, the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without the necessity of requiring the contractor or grantee to provide a new and individual certificate for each such contract or grant. If the contractor or grantee elects, as provided above, by filling in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as is a certificate was separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. 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, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
   a) The dangers of drug abuse in the workplace.
   b) The person's or organizations policy of maintaining a drug-free workplace.
   c) Any available counseling, rehabilitation and employee assistance programs, and
   d) Penalties that may be imposed upon employees for drug abuse violations

3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
   a) Will receive a copy of the company's drug-free policy statement and
   b) Will agree to abide by the terms of the company’s statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the country below, is made under penalty of perjury under the laws of the State of California.

OFFICIALS NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR OR GRANT RECIPIENT SIGNATURE

TITLE

FEDERAL I.D. NUMBER
Contractor certifies that he/she has no employees and is not subject to the provisions of Section 3700, et seq., of the California Labor Code, which requires every employer to be insured against liability for worker’s compensation claims or to undertake self-insurance in accordance with the provisions of the Code. Contractor agrees that he/she will comply with such provisions immediately upon hiring any employee.

Contractor is aware that this statement is for the internal use of the 22nd District Agricultural Association and does not alter the workers’ compensation requirements in the Labor Code of the state of California defining “employees.”

(If you have any questions as to what defines an Independent Contractor, please contact the local Division of Labor Standards Enforcement (DLSE) at (619) 220-5451 or www.dir.ca.gov – FAQ section re: Independent Contractors)

______________________________
Company Name

______________________________
Signature of Contractor
"Water is the driving force of all nature."
Leonardo da Vinci

Preventing Storm
For Staff, Promoters, Vendors,
Fairgrounds Events

Learn more about storm water pollution prevention at:
www.sdcoastkeeper.org
www.projectcleanwater.org
www.thinkblue.org

Del Mar Fairground
2260 Jimmy Durante Blvd
Del Mar, CA 92014
www.sdfair.com

Tel: (858)755-1161
What you are required to do

...at the Fairgrounds

- Use only designated construction site entrances.
- Keep equipment away from silt fences, fiber rolls, and other sediment barriers.
- Know the locations of disposal areas, and know the proper practices for trash, concrete, paint washout, hazardous material, etc.
- Keep soil, materials, and liquids away from paved areas and storm drain inlets. Properly contain these materials using mechanisms such as silt fences. Never sweep or wash anything into a storm drain.
- Know the location and understand the proper use of spill kits.
- Know the location of the designated protection area.
- Keep equipment off mulched, seeded, or stabilized areas.
- NEVER dump liquids, trash, oil, grease, or other pollutants into or near storm drains, gutters, or anywhere other than proper disposal facilities.
- Pick up trash and animal wastes.
- Provide proper containment for natural materials such as dirt or sand.
- Do not rinse down booths, vehicles, or other equipment as it is prohibited on the property unless authorized by the chief of operations. If approved, this can only be done in official wash facilities.
- Know who to contact when problems are identified!

Polluted storm water runoff is a major contributor to the degradation of waterways, which include lagoons, bays, streams, rivers, lakes, and beaches. The means in which polluted runoff is transported to these receiving waters are primarily through Municipal Separate Storm Sewer Systems (MS4s). The Del Mar Fairgrounds is listed as a non-traditional MS4 and has prepared a Storm Water Management Plan to prevent pollutants from entering the nearby San Dieguito River, Stevens Creek, and the Pacific Ocean.

Storm Water Pollution Prevention Measures at the Del Mar Fairgrounds:

- The fairgrounds follow Best Management Practices (BMPs) to prevent pollutants from entering our storm drain system.
- Vehicles are monitored to ensure that leakage does not occur.
- Storm drain inlets are either locally capped or are blocked by a downstream valved gate in order to prohibit any unwanted elements such as trash, oil, grease, and other pollutants from getting into the storm drain.
- Horse Wash Racks send contaminated water to the Sanitary Sewer System for sanitation.
- Street sweeping and parking lot cleaning occurs regularly to ensure that sediment, trash, debris, and vehicle fluids are removed from the premises.
- During a rain event, all runoff discharge points are visually inspected for odor, unusual color, turbidity, and floatables. Each location is tested 2 times a year for hydrocarbons, coliforms, detergents, ketones, metals, oil, grease phosphates, and other pollutants.
- Hazardous materials/waste are properly stored and/or disposed of.
- Soil erosion control measures are in place.
- Irrigation Equipment is inspected weekly for leaks and adjustments.
- Employees receive Annual Awareness training about storm water pollution and the relationship between our activities with potential pollutants.

Failure to comply with these storm water pollution prevention measures may result in fines/penalties as it is a contract violation with the 22nd DAA. The cost of cleanup resulting from the violation will be passed on to the violator.

www.sciencebuddies.org
**PAYEE DATA RECORD**

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

STD. 204 (Rev. 6-2003)

---

**1**

**INSTRUCTIONS:** Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

**NOTE:** Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

---

**2**

**PAYEE'S LEGAL BUSINESS NAME** (Type or Print)

**SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN** (Last, First, M.I.)

**E-MAIL ADDRESS**

---

**MAILING ADDRESS**

**BUSINESS ADDRESS**

---

**CITY, STATE, ZIP CODE**

**CITY, STATE, ZIP CODE**

---

**3**

- **PAYEE ENTITY TYPE**
  - PARTNERSHIP
  - CORPORATION:
    - MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
    - LEGAL (e.g., attorney services)
    - EXEMPT (nonprofit)
    - ALL OTHERS
  - ESTATE OR TRUST
  - INDIVIDUAL OR SOLE PROPRIETOR

**ENTER SOCIAL SECURITY NUMBER:**

(SSN required by authority of California Revenue and Tax Code Section 18646)

---

**4**

- California resident - Qualified to do business in California or maintains a permanent place of business in California.

- California nonresident (see reverse side) - 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 attached.

---

**5**

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.

**AUTHORIZED PAYEE REPRESENTATIVE'S NAME** (Type or Print)

**TITLE**

---

**SIGNATURE**

**DATE**

**TELEPHONE**

(____)

---

**6**

Please return completed form to:

Department/Office: __________________________________________

Unit/Section: __________________________________________

Mailing Address: __________________________________________

City/State/Zip: __________________________________________

Telephone: (____) ______________________ Fax: (____) ______________________

E-mail Address: __________________________________________
1 **Requirement to Complete Payee Data Record, STD. 204**

A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.

Payees who do not wish to complete the STD. 204 may elect to not 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 backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.

2 **Enter the payee’s legal business name.** Sole proprietorships must also include the owner’s full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.

3 **Check the box that corresponds to the payee business type.** Check only one box. Corporations must check the box that identifies the type of corporation. 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 the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).

The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).

4 **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.

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

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: wscc.gen@ftb.ca.gov
- For hearing impaired with TDD, call: 1-800-822-6268
- Website: www.ftb.ca.gov

5 **Provide the name, title, signature, and telephone number of the individual completing this form.** Provide the date the form was completed.

6 **This section must be completed by the State agency 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.
CONTRACTORS NAME: ____________________________

NAME(S) OF PERSON(S) AUTHORIZED TO MAKE DECISIONS IN YOUR ABSENCE:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

SIGNATURE: ____________________________
2019
MIDWAY CHECK AUTHORIZATION FORM

Check made payable to:_________________________________________________________

Person(s) authorized to pick-up checks:_________________________________________
                                  Signature

                                      Print Name

                                  Signature

                                      Print Name

                                  Signature

                                      Print Name
2019
Ride and Game Fee Data
(Response to Question 27)
<table>
<thead>
<tr>
<th></th>
<th></th>
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<td>HELM &amp; SONS AMUSEMENTS</td>
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<td>JOYRIDES, INC.</td>
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<td>$12,528.20</td>
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<td>KASTL ENT. AMUSEMENTS INC.</td>
<td>$2,274.30</td>
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<td>$4,983.00</td>
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<td>$10,078.39</td>
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<td>OUTSIDE AMUSEMENTS LLC</td>
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<td>PRIME PACIFIC ENT. LLC</td>
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<td>RAY CAMMACK SHOWS, INC.</td>
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<td>SOUTHERN CROSS RIDES, LLC</td>
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<td>STATE FAIR SPECTACULARS, LLC</td>
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<td>WOOD ENTERTAINMENT CO., INC</td>
<td>$13,125.59</td>
<td>$22,178.99</td>
<td>$27,085.52</td>
<td>$35,073.37</td>
<td>$70,655.34</td>
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<td><strong>TOTAL</strong></td>
<td><strong>$297,461.21</strong></td>
<td><strong>$529,025.07</strong></td>
<td><strong>$661,523.58</strong></td>
<td><strong>$815,313.82</strong></td>
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<td><strong>1,186,220.58</strong></td>
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<table>
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<tr>
<th>Games</th>
<th>5/31-6/2</th>
<th>6/5-6/9</th>
<th>6/12-6/16</th>
<th>6/19-6/23</th>
<th>6/26-7/4</th>
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<tbody>
<tr>
<td>ALL STATE 38, INC</td>
<td>$28,356.06</td>
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<td>ROGER LEAVITT</td>
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<td>$3,245.87</td>
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<td><strong>$671,739.42</strong></td>
<td><strong>$1,288,119.13</strong></td>
<td><strong>$3,080,872.74</strong></td>
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## Independent Game Rent

**Event:** SDCFair-2019  
**From Date:** 05/31/2019  
**To Date:** 07/05/2019

### AllState 38

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
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</thead>
<tbody>
<tr>
<td>SD401-AllState38-Bottle UP 1</td>
<td>$146,407.52</td>
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<td>$110,537.68</td>
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<tr>
<td>SD402-AllState38-Bottle UP 2</td>
<td>$214,976.36</td>
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<td>SD403-AllState38-DuckPond</td>
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<td>SD404-AllState38-ShortRange</td>
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<td>SD405-AllState38-Water Race</td>
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<td>$66,000.28</td>
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</table>

**Totals:** $555,478.88  
**Independent:** $420,141.63
**Independent Game Rent**

**Event:** SDCFair-2019

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

**Big T**

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD406-BigT-Basketball</td>
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<td>SD407-BigT-SpyroWater</td>
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<td>SD408-BigT-WaterRace</td>
<td>$54,373.48</td>
<td>75.50</td>
<td>$41,051.98</td>
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</table>

**Totals:**  
$188,418.52  
$142,255.98
# Independent Game Rent

**Event:** SDCFair-2019  

**From Date:** 05/31/2019  
**To Date:** 07/05/2019  

## JACA Ent

### Game

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD409-JACA-Balloon</td>
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<td>$65,928.00</td>
</tr>
<tr>
<td>SD410-JACA-BeerBust</td>
<td>$79,755.84</td>
<td>75.50</td>
<td>$60,215.68</td>
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<tr>
<td>SD411-JACA-RunninWaters</td>
<td>$99,452.42</td>
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<td>$75,094.13</td>
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</table>

**Totals:** $266,540.11  
**Independent:** $201,237.78
# Independent Game Rent

**Event:** SDCFair-2019

- **From Date:** 05/31/2019
- **To Date:** 07/05/2019

## Paradise Management

### Game

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
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</thead>
<tbody>
<tr>
<td>SD464-RCS-Speed Pitch</td>
<td>$24,305.91</td>
<td>75.50</td>
<td>$18,350.96</td>
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</tbody>
</table>

| Totals                   | $24,305.91  |    | $18,350.96  |
### Paul's Concessions

#### Game

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
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</thead>
<tbody>
<tr>
<td>SD412-Paul's-Balloons</td>
<td>$97,173.32</td>
<td>75.50</td>
<td>$73,366.86</td>
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<tr>
<td>SD413-Paul's-Basketball</td>
<td>$88,258.37</td>
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<td>$61,536.07</td>
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<tr>
<td>SD414-Paul's-GoldFish</td>
<td>$78,259.63</td>
<td>75.50</td>
<td>$59,086.02</td>
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<tr>
<td>SD415-Paul's-StarDart</td>
<td>$112,323.69</td>
<td>75.50</td>
<td>$84,804.39</td>
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Totals: $356,015.01 $268,791.33
# Independent Game Rent

**Event:** SDCFair-2019  
**From Date:** 05/31/2019  
**To Date:** 07/05/2019

## RCS-Games

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
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</thead>
<tbody>
<tr>
<td>SD416-RCS-1 Ball 1</td>
<td>$86,290.82</td>
<td>75.50</td>
<td>$65,149.57</td>
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<td>SD417-RCS-1 Ball 2</td>
<td>$31,295.80</td>
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<td>$23,628.33</td>
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<tr>
<td>SD418-RCS-B-Ball 1</td>
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<tr>
<td>SD419-RCS-B-Ball 2</td>
<td>$20,618.36</td>
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<td>$15,566.86</td>
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<tr>
<td>SD420-RCS-B-Ball 3</td>
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<td>$22,836.55</td>
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<tr>
<td>SD421-RCS-B-Ball 4</td>
<td>$34,814.68</td>
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<td>SD422-RCS-B-Ball 5</td>
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<tr>
<td>SD424-RCS-Balloon 1</td>
<td>$72,182.84</td>
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<td>$54,498.04</td>
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<tr>
<td>SD425-RCS-Balloon 2</td>
<td>$89,107.53</td>
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<td>$67,276.19</td>
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<td>SD426-RCS-Balloon 3</td>
<td>$98,515.97</td>
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<td>$74,379.56</td>
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<td>SD427-RCS-Balloon 4</td>
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<td>SD428-RCS-Balloon 5</td>
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<td>SD429-RCS-Balloon Pop Water Race</td>
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<td>SD430-RCS-Bank a Ball 1</td>
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<td>SD431-RCS-Bank a Ball 2</td>
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<td>SD432-RCS-Beer Pong 1</td>
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<td>SD433-RCS-Beer Pong 2</td>
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<td>SD434-RCS-Big Bball</td>
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<td>SD435-RCS-Big Water 1</td>
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<td>SD436-RCS-Big Water 2</td>
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<td>SD437-RCS-Big Water 3</td>
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<td>SD438-RCS-Block Party</td>
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<td>SD439-RCS-Break a Dish</td>
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<td>SD440-RCS-Buoy 1</td>
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<td>SD441-RCS-Buoy 2</td>
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<td>SD442-RCS-Duckle Derby</td>
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<td>SD443-RCS-Fish o Matic</td>
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<td>SD444-RCS-Light Up Water Race</td>
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<td>$61,632.42</td>
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<td>SD445-RCS-Goblet 1</td>
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<td>SD446-RCS-Goblet 2</td>
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<td>SD447-RCS-Gold Fish</td>
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<td>$29,709.51</td>
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<tr>
<td>SD448-RCS-Gun Ball</td>
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<tr>
<td>SD450-RCS-Kid B Ball</td>
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<tr>
<td>SD451-RCS-Little Squirt</td>
<td>$88,958.23</td>
<td>75.50</td>
<td>$67,163.46</td>
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</table>
## Independent Game Rent

**Event:** SDCFair-2019  
**From Date:** 05/31/2019  
**To Date:** 07/05/2019

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Revenue</th>
<th>Rate</th>
<th>Amount</th>
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<tr>
<td>SD452-RCS-M-Gun1</td>
<td>$49,285.08</td>
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<td>$37,210.24</td>
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<td>SD453-RCS-M-Gun 2</td>
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<tr>
<td>SD454-RCS-Mini Ball 1</td>
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<td>$75.50</td>
<td>$25,297.45</td>
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<tr>
<td>SD455-RCS-Mini Ball 2</td>
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<td>$21,513.81</td>
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<tr>
<td>SD456-RCS-Rays Fishing</td>
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<td>SD457-RCS-Ring a Bottle 1</td>
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<td>$49,696.13</td>
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<td>SD458-RCS-Ring a Bottle 2</td>
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<td>$56,347.60</td>
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<tr>
<td>SD459-RCS-Ring A Duck 1</td>
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<td>SD460-RCS-Ring A Duck 2</td>
<td>$72,477.79</td>
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<td>SD461-RCS-Ring A Duck 3</td>
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<td>SD462-RCS-Rising Water</td>
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<td>$50,384.73</td>
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<tr>
<td>SD463-RCS-Roll A Ball</td>
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<td>SD465-RCS-Top Spin</td>
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<td>$53,806.72</td>
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<tr>
<td>SD466-RCS-Tub</td>
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<td>$75.50</td>
<td>$58,637.81</td>
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<tr>
<td>SD467-RCS-Whac A Mole</td>
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<td>SD468-RCS-Whopper Water Race</td>
<td>$40,160.23</td>
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**Totals:**  
$2,656,845.48  
$2,005,163.34
<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>%</th>
<th>Independent</th>
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</thead>
<tbody>
<tr>
<td>SD449-RCS-Hi-striker</td>
<td>$33,022.03</td>
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Totals: $33,022.03 $24,931.63
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<thead>
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<th>$4,080,628.04</th>
<th>$3,080,872.66</th>
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<tr>
<td>Event:</td>
<td>SDCFair-2019</td>
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</tr>
<tr>
<td>From Date:</td>
<td>05/31/2019</td>
<td></td>
</tr>
<tr>
<td>To Date:</td>
<td>07/05/2019</td>
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</tbody>
</table>
## Independent Ride Rent

**Event:** SDCFair-2019

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD601-Alamo -DIVE BOMBER</td>
<td>$27,879.03</td>
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<td>$27,879.03</td>
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<td>SD602-Alamo -KIDDIE SWING</td>
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<td>$18,749.04</td>
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<td>$9,749.50</td>
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<td>SD603-Alamo -KITE FLYER</td>
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<td>$64,399.00</td>
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<tr>
<td>SD604-Alamo -MONKEY MAZE</td>
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<td>SD605-Alamo -WINKY THE WHALE</td>
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<td>$0.00</td>
<td>$88,614.17</td>
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<td>$35,679.37</td>
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</table>

**Totals:**
- Total Gross: $268,514.41
- Sales Tax: $0.00
- Net: $268,514.41
- Independent: $139,627.49
# Independent Ride Rent

**Event:** SDCFair-2019

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

## B Thrilled Attractions

<table>
<thead>
<tr>
<th>Ride</th>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD613-Bthrilled-ALPINE BOBS</td>
<td>$98,658.40</td>
<td>$0.00</td>
<td>$98,658.40</td>
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<td></td>
<td>$51,302.37</td>
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<tr>
<td>SD614-Bthrilled-BEETLE BOBS</td>
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<td>$47,380.22</td>
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<td>$24,637.71</td>
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**Totals:**  
Total Gross: $146,038.62  
Sales Tax: $0.00  
Net: $146,038.62  
Independent: $75,940.08
<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD606-Bishop-BALLOON</td>
<td>$30,770.73</td>
<td>$0.00</td>
<td>$30,770.73</td>
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<td>$16,000.78</td>
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<tr>
<td>SD607-Bishop-EVOLUTION</td>
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<tr>
<td>SD608-Bishop-LITTLE DIPPER</td>
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<td>$33,660.54</td>
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<tr>
<td>SD609-Bishop-MINI BUMPER CARS</td>
<td>$55,202.14</td>
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<td>SD610-Bishop-O.M.G.</td>
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<tr>
<td>SD611-Bishop-SKY FLYER</td>
<td>$220,744.79</td>
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<td>$220,744.79</td>
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<tr>
<td>SD612-Bishop-TANGO</td>
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<tr>
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<td><strong>$631,150.27</strong></td>
<td><strong>52.00</strong></td>
<td><strong>$328,198.14</strong></td>
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## Independent Ride Rent

**Event:** SDCFair-2019

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

## Caprice Enterprises

### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
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</thead>
<tbody>
<tr>
<td>SD615-Caprice-AIR MAXX</td>
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<tr>
<td>SD616-Caprice-SPEEDWAY</td>
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<td>SD617-Caprice-WIND SURF</td>
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</tbody>
</table>

**Totals:**  
- $201,942.25  
- $0.00  
- $201,942.25  
- $105,009.97
# Independent Ride Rent

**Event:** SDCFair-2019

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

## Fun Attractions

### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
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</thead>
<tbody>
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<td>$0.00</td>
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**Totals:** $138,798.58 | $.00 | $138,798.58 | $72,175.26
# Independent Ride Rent

**Event:** SDCFair-2019  
**From Date:** 05/31/2019  
**To Date:** 07/05/2019

## Helm and Sons

### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
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</thead>
<tbody>
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<td>SD621-Helm+Son-BEACH PARTY</td>
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<td>SD622-Helm+Son-CANDY FUN SLIDE</td>
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<tr>
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<td>SD626-Helm+Son-GIANT WHEEL</td>
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<td>$22,756.88</td>
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<td>SD628-Helm+Son-HAUNTED MANSION</td>
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<td>$0.00</td>
<td>$33,804.30</td>
<td>52.00</td>
<td>$17,578.24</td>
</tr>
<tr>
<td>SD632-Helm+Son-OLYMPIC BOBSLED</td>
<td>$243,288.82</td>
<td>$0.00</td>
<td>$243,288.82</td>
<td>52.00</td>
<td>$126,510.19</td>
</tr>
<tr>
<td>SD633-Helm+Son-PHARAOH'S FURY</td>
<td>$94,358.31</td>
<td>$0.00</td>
<td>$94,358.31</td>
<td>52.00</td>
<td>$49,066.32</td>
</tr>
<tr>
<td>SD634-Helm+Son-RAGING RIVER</td>
<td>$15,450.71</td>
<td>$0.00</td>
<td>$15,450.71</td>
<td>52.00</td>
<td>$8,034.37</td>
</tr>
<tr>
<td>SD635-Helm+Son-TRAIN STATION</td>
<td>$14,454.55</td>
<td>$0.00</td>
<td>$14,454.55</td>
<td>52.00</td>
<td>$7,516.37</td>
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<tr>
<td>SD636-Helm+Son-WACKY WORM</td>
<td>$78,856.12</td>
<td>$0.00</td>
<td>$78,856.12</td>
<td>52.00</td>
<td>$41,005.18</td>
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<tr>
<td>SD637-Helm+Son-WAVE SWINGER</td>
<td>$100,303.57</td>
<td>$0.00</td>
<td>$100,303.57</td>
<td>52.00</td>
<td>$52,157.86</td>
</tr>
<tr>
<td>SD678-Helm+Son-Firehouse</td>
<td>$13,870.03</td>
<td>$0.00</td>
<td>$13,870.03</td>
<td>52.00</td>
<td>$7,212.42</td>
</tr>
</tbody>
</table>

**Totals:**  
$1,190,837.63  
$0.00  
$1,190,837.63  
$619,235.57
# Independent Ride Rent

**Event:** SDCFair-2019

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD638-JoyRides-STORM</td>
<td>$55,829.17</td>
<td>$0.00</td>
<td>$55,829.17</td>
<td>52.00</td>
<td>$29,031.17</td>
</tr>
</tbody>
</table>

Totals: $55,829.17 $0.00 $55,829.17 $29,031.17
# Independent Ride Rent

**Event:** SDCFair-2019

<table>
<thead>
<tr>
<th>Ride</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD639-KastlAM-CONVOY</td>
<td>$51,675.44</td>
<td>$.00</td>
<td>$51,675.44</td>
<td>52.00</td>
<td>$26,871.23</td>
</tr>
<tr>
<td>SD640-KastlAM-HELICOPTER</td>
<td>$34,940.62</td>
<td>$.00</td>
<td>$34,940.62</td>
<td>52.00</td>
<td>$16,169.12</td>
</tr>
<tr>
<td>SD641-KastlAM-KIDDE BUMPER BOAT</td>
<td>$33,481.70</td>
<td>$.00</td>
<td>$33,481.70</td>
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<td>$17,410.48</td>
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<tr>
<td>Totals:</td>
<td>$120,097.76</td>
<td>$.00</td>
<td>$120,097.76</td>
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<td>$62,450.84</td>
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# Independent Ride Rent

**Event:** SDCFair-2019

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

## Kastl Entertainment

### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD642-KastlEnt-BABY VENICE</td>
<td>$22,659.49</td>
<td>$0.00</td>
<td>$22,659.49</td>
<td>52.00</td>
<td>$11,782.93</td>
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<tr>
<td>SD643-KastlEnt-TEA CUPS</td>
<td>$29,706.74</td>
<td>$0.00</td>
<td>$29,706.74</td>
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<td>$15,447.50</td>
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</table>

**Totals:** $52,366.23  $0.00  $52,366.23  $27,230.44
## Independent Ride Rent

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

### Outside Amusements LLC

#### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD644-OutsideAM-CREEP SHOW</td>
<td>$84,675.50</td>
<td>$0.00</td>
<td>$84,675.50</td>
<td>52.00</td>
<td>$44,031.26</td>
</tr>
</tbody>
</table>

**Totals:**  
$84,675.50 | $0.00 | $84,675.50 | $44,031.26
### Independent Ride Rent

**Event:** SDCFair-2019

From Date: 05/31/2019  
To Date: 07/05/2019

#### Prime Pacific Entertainment

**Ride**

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD645-PrimePacific-LADY BUGS</td>
<td>$43,138.13</td>
<td>$.00</td>
<td>$43,138.13</td>
<td>52.00</td>
<td>$22,431.83</td>
</tr>
</tbody>
</table>

**Totals:**  
- Total Gross: $43,138.13  
- Sales Tax: $.00  
- Net: $43,138.13  
- Independent: $22,431.83
## Independent Ride Rent

**Event:** SDCFair-2019

From Date: 05/31/2019
To Date: 07/05/2019

### RCS-Rides

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD646-RCS-ALIEN ABDUCTION</td>
<td>$187,083.96</td>
<td>$0.00</td>
<td>$187,083.96</td>
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<td>$97,283.96</td>
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<tr>
<td>SD647-RCS-BIG TOP SWINGER</td>
<td>$86,409.95</td>
<td>$0.00</td>
<td>$86,409.95</td>
<td>52.00</td>
<td>$44,933.17</td>
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<tr>
<td>SD648-RCS-CAROUSEL</td>
<td>$81,275.39</td>
<td>$0.00</td>
<td>$81,275.39</td>
<td>52.00</td>
<td>$42,263.20</td>
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<tr>
<td>SD649-RCS-CYCLONE</td>
<td>$59,841.97</td>
<td>$0.00</td>
<td>$59,841.97</td>
<td>52.00</td>
<td>$31,117.82</td>
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<tr>
<td>SD650-RCS-DODGEM</td>
<td>$147,386.49</td>
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<td>$147,386.49</td>
<td>52.00</td>
<td>$76,640.97</td>
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<td>SD651-RCS-ENDEAVOR</td>
<td>$139,726.83</td>
<td>$0.00</td>
<td>$139,726.83</td>
<td>52.00</td>
<td>$72,657.95</td>
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<td>SD652-RCS-FUN FACTORY</td>
<td>$94,902.28</td>
<td>$0.00</td>
<td>$94,902.28</td>
<td>52.00</td>
<td>$49,451.19</td>
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<tr>
<td>SD653-RCS-GOLIATH SLIDE</td>
<td>$66,926.06</td>
<td>$0.00</td>
<td>$66,926.06</td>
<td>52.00</td>
<td>$34,801.55</td>
</tr>
<tr>
<td>SD654-RCS-KONGA</td>
<td>$65,711.96</td>
<td>$0.00</td>
<td>$65,711.96</td>
<td>52.00</td>
<td>$34,170.22</td>
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<tr>
<td>SD655-RCS-MACH 1</td>
<td>$163,337.18</td>
<td>$0.00</td>
<td>$163,337.18</td>
<td>52.00</td>
<td>$84,935.33</td>
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<tr>
<td>SD656-RCS-MONSTER TRUCK</td>
<td>$42,756.91</td>
<td>$0.00</td>
<td>$42,756.91</td>
<td>52.00</td>
<td>$22,233.59</td>
</tr>
<tr>
<td>SD657-RCS-PUPPY ROLL</td>
<td>$32,723.02</td>
<td>$0.00</td>
<td>$32,723.02</td>
<td>52.00</td>
<td>$17,015.97</td>
</tr>
<tr>
<td>SD658-RCS-RAVE WAVE</td>
<td>$240,489.30</td>
<td>$0.00</td>
<td>$240,489.30</td>
<td>52.00</td>
<td>$125,054.44</td>
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<td>SD659-RCS-SKYRIDE</td>
<td>$340,920.12</td>
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<td>$340,920.12</td>
<td>75.00</td>
<td>$255,690.09</td>
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<tr>
<td>SD660-RCS-SPEED</td>
<td>$106,574.41</td>
<td>$0.00</td>
<td>$106,574.41</td>
<td>52.00</td>
<td>$55,418.69</td>
</tr>
<tr>
<td>SD661-RCS-SURVIVAL ISLAND</td>
<td>$57,403.42</td>
<td>$0.00</td>
<td>$57,403.42</td>
<td>52.00</td>
<td>$29,849.78</td>
</tr>
<tr>
<td>SD662-RCS-THE BIG WHEEL</td>
<td>$517,391.55</td>
<td>$0.00</td>
<td>$517,391.55</td>
<td>52.00</td>
<td>$269,043.61</td>
</tr>
<tr>
<td>SD663-RCS-TILT A WHIRL</td>
<td>$69,205.71</td>
<td>$0.00</td>
<td>$69,205.71</td>
<td>52.00</td>
<td>$35,966.97</td>
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<tr>
<td>SD664-RCS-TWISTER</td>
<td>$70,941.16</td>
<td>$0.00</td>
<td>$70,941.16</td>
<td>52.00</td>
<td>$36,889.40</td>
</tr>
<tr>
<td>SD665-RCS-WILD RIVER</td>
<td>$191,866.28</td>
<td>$0.00</td>
<td>$191,866.28</td>
<td>52.00</td>
<td>$99,770.47</td>
</tr>
<tr>
<td>SD666-RCS-ZIPPER</td>
<td>$88,206.29</td>
<td>$0.00</td>
<td>$88,206.29</td>
<td>52.00</td>
<td>$45,867.27</td>
</tr>
</tbody>
</table>

**Totals:**

|               | $2,851,080.24 | $0.00 | $2,851,080.24 | $1,560,973.35 |

7/31/2019 3:40 PM
Independent Ride Rent

Event: SDCFair-2019

From Date: 05/31/2019
To Date: 07/05/2019

Rosie's Rides

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD667-Rosie'sRides-PIRATES/RAIDERS</td>
<td>$82,569.97</td>
<td>$0.00</td>
<td>$82,569.97</td>
<td>52.00</td>
<td>$42,936.38</td>
</tr>
</tbody>
</table>

Totals: $82,569.97 $0.00 $82,569.97 $42,936.38
# Independent Ride Rent

**Event:** SDCFair-2019  

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

## SJ Entertainment

### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD688-SJEnt-CRAZY MOUSE</td>
<td>$437,498.47</td>
<td>$0.00</td>
<td>$437,498.47</td>
<td>52.00</td>
<td>$227,499.20</td>
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<tr>
<td>SD669-SJEnt-FLIPPER</td>
<td>$116,064.56</td>
<td>$0.00</td>
<td>$116,064.56</td>
<td>52.00</td>
<td>$60,353.57</td>
</tr>
</tbody>
</table>

**Totals:**  
- **Total Gross:** $553,563.03  
- **Sales Tax:** $0.00  
- **Net:** $553,563.03  
- **%:** 52.00  
- **Independent:** $287,852.78
## Independent Ride Rent

**Event:** SDCFair-2019

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD670-SouthernCross-G-FORCE</td>
<td>$253,915.88</td>
<td>$.00</td>
<td>$253,915.88</td>
<td>52.00</td>
<td>$132,036.26</td>
</tr>
<tr>
<td>SD671-SouthernCross-INSANITY</td>
<td>$164,962.60</td>
<td>$.00</td>
<td>$164,962.60</td>
<td>52.00</td>
<td>$85,780.55</td>
</tr>
</tbody>
</table>

| Totals:                  | $418,878.48   | $.00      | $418,878.48 |     | $217,816.81  |

From Date: 05/31/2019
To Date: 07/05/2019
# Independent Ride Rent

**Event:** SDCFair-2019

**From Date:** 05/31/2019  
**To Date:** 07/05/2019

## State Fair Spectaculars, LLC

### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD672-StateFairSp-FAST TRAX SLIDE</td>
<td>$215,737.45</td>
<td>$0.00</td>
<td>$215,737.45</td>
<td>52.00</td>
<td>$112,183.47</td>
</tr>
<tr>
<td>Totals:</td>
<td>$215,737.45</td>
<td>$0.00</td>
<td>$215,737.45</td>
<td></td>
<td>$112,183.47</td>
</tr>
</tbody>
</table>
# Independent Ride Rent

**Event:** SDCFair-2019  

**From Date:** 05/31/2019  
**To Date:** 07/05/2019  

## Talley Amusements

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD673-TalleyAM-MEGA DROP</td>
<td>$126,815.86</td>
<td>$0.00</td>
<td>$126,815.86</td>
<td>52.00</td>
<td>$65,996.25</td>
</tr>
<tr>
<td>SD874-TalleyAM-QUADZILLA</td>
<td>$61,150.23</td>
<td>$0.00</td>
<td>$61,150.23</td>
<td>52.00</td>
<td>$31,798.12</td>
</tr>
</tbody>
</table>

**Totals:**  
$188,066.09  
$0.00  
$188,066.09  

$97,794.37
### Wood Entertainment

#### Ride

<table>
<thead>
<tr>
<th>Station</th>
<th>Total Gross</th>
<th>Sales Tax</th>
<th>Net</th>
<th>%</th>
<th>Independent</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD675-Wood-DAYTONA</td>
<td>$20,346.64</td>
<td>$0.00</td>
<td>$20,346.64</td>
<td>52.00</td>
<td>$10,580.25</td>
</tr>
<tr>
<td>SD676-Wood-MAGIC MAZE</td>
<td>$81,046.66</td>
<td>$0.00</td>
<td>$81,046.66</td>
<td>52.00</td>
<td>$42,144.26</td>
</tr>
<tr>
<td>SD677-Wood-MAGNUM</td>
<td>$221,912.07</td>
<td>$0.00</td>
<td>$221,912.07</td>
<td>52.00</td>
<td>$115,394.28</td>
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<tr>
<td><strong>Totals:</strong></td>
<td>$323,305.37</td>
<td>$0.00</td>
<td>$323,305.37</td>
<td>$166,118.79</td>
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</tr>
</tbody>
</table>

From Date: 05/31/2019  
To Date: 07/05/2019
# Independent Ride Rent

**Event:** SDCFair-2019  
**From Date:** 05/31/2019  
**To Date:** 07/05/2019

| Report Totals: | $7,666,589.18 | $.00 | $7,666,589.18 | $4,013,038.00 |

---

7/31/2019 3:40 PM
Ticket Box Summary - All with Payment Type
SDCFair-2019

5/31/2019 11:00:00 AM

7/5/2019 1:59:00 AM
## MOBISALES

<table>
<thead>
<tr>
<th>Tran Code</th>
<th>Credit Card</th>
<th>Tickets</th>
<th>Special Tickets</th>
<th>Total Sales</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>1,289,653</td>
<td>$924,666.95</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Ticket Sales Summary

<table>
<thead>
<tr>
<th>Sales</th>
<th>@Price</th>
<th>Tickets</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,219</td>
<td>$0.75</td>
<td>1219.00</td>
<td>$914.25</td>
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<tr>
<td>1,343</td>
<td>$1.50</td>
<td>2886.00</td>
<td>$2,014.60</td>
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<tr>
<td>738</td>
<td>$2.25</td>
<td>2214.00</td>
<td>$1,660.50</td>
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<tr>
<td>1,356</td>
<td>$3.00</td>
<td>5424.00</td>
<td>$4,068.00</td>
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<tr>
<td>186</td>
<td>$3.70</td>
<td>930.00</td>
<td>$688.20</td>
</tr>
<tr>
<td>270</td>
<td>$3.75</td>
<td>1350.00</td>
<td>$1,012.50</td>
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<tr>
<td>1,627</td>
<td>$4.50</td>
<td>9762.00</td>
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<td>621</td>
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<tr>
<td>1,762</td>
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<td>14096.00</td>
<td>$10,672.00</td>
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<td>1,403</td>
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<td>439908.00</td>
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<tr>
<td>8,111</td>
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<td>567770.00</td>
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<td>1,315</td>
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<td>184100.00</td>
<td>$131,500.00</td>
</tr>
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</table>

Totals: 1,289,653 $924,666.95

### Special Sales Summary

<table>
<thead>
<tr>
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<th>@ Special</th>
<th>Extended</th>
<th>Total Dollars:</th>
</tr>
</thead>
</table>

### Redemptions

<table>
<thead>
<tr>
<th>Sales</th>
<th>@Price</th>
<th>Tickets</th>
<th>Extended</th>
</tr>
</thead>
</table>

Totals: | | | |

Total Dollars:
## Transaction Snapshot

05/31/2019 12:00 AM To 07/08/2019 11:59 PM

### Return To Reports

<table>
<thead>
<tr>
<th>Charges</th>
<th>Refunds</th>
<th>Rtns/Chgbks</th>
<th>AMEX</th>
<th>VI/MC/Disc</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Count</td>
<td>Amount</td>
<td>Count</td>
<td>Amount</td>
<td>Deposit</td>
</tr>
<tr>
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### Transaction Snapshot

05/31/2019 12:00 AM To 07/08/2019 11:59 PM

#### Filters
- **Grouped By**: Payment Processor, Settlement Batch
- **Filters**: SD Fair App Processing (remove filter)

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<th>Count</th>
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**Totals**

- **Amount**: $16,061.70

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First two days using this merchant. Switched when cc company made error in processing.
Transaction Snapshot

05/31/2019 12:00 AM To 07/08/2019 11:59 PM

Return To Reports

Grouped By
Payment Processor
Settlement Batch

Filters
San Diego Fair Midway (remove filter)

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<td>Amount</td>
<td>Count</td>
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First day using this merchant # Switched when CC company made error in processing.
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<th>Special Tickets</th>
<th>Total Dollars</th>
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**Ticket Sales Summary**

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<th>Tickets</th>
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**Special Sales Summary**

No results...
# of Scanners | Cost per scanner | Total
---|---|---
5 Scanners | $225.00ea | $1,125.00

Total Due: $1,125.00

Payable to the 22\textsuperscript{nd} DAA via check or credit card – please submit payment to the Concessions Office

\[\text{PAID}\]
\[\text{CH#5976}\]
\[\text{16/11}\]
\[\text{\$1,125}\]
INVOICE

COMPANY NAME    All State

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<th>Cost per scanner</th>
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<tbody>
<tr>
<td>20 Scanners</td>
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<td>$4,500.00</td>
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</table>

Total Due: $4,500.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

PAID

CH# 2084
$4,500
INVOICE

COMPANY NAME    Big T

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>6 Scanners</td>
<td>$225.00ea</td>
<td>$1,350.00</td>
</tr>
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Total Due: $1,350.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

Paid 15/10
Lot # 3003
$1350
INVOICE

COMPANY NAME     B Thrilled

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
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<tbody>
<tr>
<td>2 Scanners</td>
<td>$225.00ea</td>
<td>$450.00</td>
</tr>
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</table>

Total Due: $450.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

PAID
Che# 1993
1994
$450

Page 1110
**INVOICE**

**COMPANY NAME**  Fun Attractions

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1 Scanner</td>
<td>$225.00ea</td>
<td>$225.00</td>
</tr>
</tbody>
</table>

Total Due: $225.00

Payable to the 22\textsuperscript{nd} DAA via check or credit card – please submit payment to the Concessions Office

Paid

Check #1332

$225
**INVOICE**

**COMPANY NAME**  Helm & Sons

<table>
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<th># of Scanners</th>
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<tbody>
<tr>
<td>18 Scanners</td>
<td>$225.00ea</td>
<td>$4,050.00</td>
</tr>
</tbody>
</table>

Total Due: **$4,050.00**

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

[Stamp: PAID]

[Signature]

[Date]
INVOICE

COMPANY NAME  Kastl

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>3 Scanners</td>
<td>$225.00ea</td>
<td>$675.00</td>
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</tbody>
</table>

Total Due: $675.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

[Handwritten note: PAID]

[Handwritten note: 06/27/15]
INVOICE

COMPANY NAME: Paul's

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>18 Scanners</td>
<td>$225.00ea</td>
<td>$4,050.00</td>
</tr>
</tbody>
</table>

Total Due: $4,050.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

[Stamp: PAID 4/05/19  CK#10179]
INVOICE

COMPANY NAME  Rose's Rides

<table>
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<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>1 Scanner</td>
<td>$225.00ea</td>
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</tr>
</tbody>
</table>

Total Due: $225.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

[Bank Depository Stamps]
INVOICE

COMPANY NAME      SJ Ent

<table>
<thead>
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<th># of Scanners</th>
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<th>Total</th>
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<tbody>
<tr>
<td>2 Scanners</td>
<td>$225.00ea</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

Total Due: $450.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

[Handwritten note: PAID]
## INVOICE

**COMPANY NAME**  Talley

<table>
<thead>
<tr>
<th># of Scanners</th>
<th>Cost per scanner</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Scanners</td>
<td>$225.00ea</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

**Total Due:** $450.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

[Handwritten note: Paid 8/12/21 $450]
INVOICE

COMPANY NAME  Wood

<table>
<thead>
<tr>
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<td>4 Scanners</td>
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</tbody>
</table>

Total Due: $900.00

Payable to the 22nd DAA via check or credit card – please submit payment to the Concessions Office

Paid
$900
CC #10512
2019

Fun and Kid Zone Layout with Footage

(Response to Question 29)
Fun Zone Layout with Footage

<p>| | | | | | | | | | | | | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>32 X 16 CENTER</td>
<td>17</td>
<td>F</td>
<td>20' LINEUP</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>16 X 16 CENTER</td>
<td>9</td>
<td>G</td>
<td>26'-28' LINEUP</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>24 X 8 CENTER GROUP</td>
<td>7</td>
<td>H</td>
<td>30'-33' LINEUP</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>10' LINEUP</td>
<td>5</td>
<td>I</td>
<td>36' - 40' LINEUP</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>15' LINEUP</td>
<td>1</td>
<td></td>
<td>TOTAL GAMES</td>
<td>53</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>
Kid Zone Layout with Footage

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>A</td>
<td>32 X 16 CENTER</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>16 X 16 CENTER</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>24 X 8 CENTER GROUP</td>
<td>1</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>D 10' LINEUP</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>H 34'-40' LINEUP</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>total 15</td>
</tr>
</tbody>
</table>
22ND DISTRICT AGRICULTURAL ASSOCIATION  
State of California  

ADDENDUM NO. 2  

TO  

22ND DISTRICT AGRICULTURAL ASSOCIATION (22ND DAA)  
REQUEST FOR PROPOSALS (RFP) No. 19-04  

For Digital Ticketing System and Carnival Game Operations  

October 25, 2019  

Enclosed is the 22nd DAA's change to the above-mentioned RFP. Please read it carefully. The information contained in this addendum applies to all Proposers.

The following changes to the RFP are hereby made effective as if originally shown or written:

1. Please replace Page 2 of the RFP with the attached “Revised” TENTATIVE RFP SCHEDULE. The final date for proposal submission has been extended to November 22, 2019 by 5:00pm. The 22nd DAA is providing this extension to allow potential Proposers additional time to review the information provided in Addendum No. 1 and to prepare and submit competitive proposals in response to the RFP.

Please be advised that the above “Revised” TENTATIVE RFP SCHEDULE should be reflected throughout the RFP where the respective dates and times are mentioned.

RFP No. 19-04 is hereby modified to include the above change; all other terms and conditions remain unchanged. You should furnish copies of this Addendum to any prospective subcontractors and in some cases, to your insurance representative. IMPORTANT: You must acknowledge this Addendum No. 2, on page 2 of 2, of the “Financial Proposal Form.” You must acknowledge all addenda for your Proposal to be considered responsive.

Thank you in advance for your participation. Should you have any questions regarding this addendum, you may contact me at 858-792-4263, or by e-mail at mceragioli@sdfair.com.

Sincerely,  

/Signature/  

Mike Ceragioli  
Contracts Manager  
22nd DAA / Del Mar Fairgrounds  
State of California  

Enclosures: “Revised” TENTATIVE RFP SCHEDULE  
ADD2-RFP 19-04 Digital Ticketing System and Carnival Game Operations 10/25/2019  

CC: Evaluation panel  
RFP File
1.2 “Revised” TENTATIVE RFP SCHEDULE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release date</td>
<td>October 3, 2019</td>
<td></td>
</tr>
<tr>
<td>Written Requests for Additional Information are due</td>
<td>October 16, 2019 5:00pm</td>
<td></td>
</tr>
<tr>
<td><strong>Final Date for Proposal Submission at the 22nd DAA’s Contracts Department located in the 22ND DAA Administration Building.</strong></td>
<td>November 22, 2019 5:00pm</td>
<td></td>
</tr>
<tr>
<td>Technical proposals will be reviewed and evaluated the week of</td>
<td>November 25, 2019</td>
<td></td>
</tr>
<tr>
<td>This includes but is not limited to the verification of the Proposer’s Small Business Status, DVBE requirements (if applicable), and submitted references</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interview/Presentations, are mandatory and anticipated the week of</td>
<td>December 9, 2019</td>
<td></td>
</tr>
<tr>
<td>Anticipated date Financial Proposals will be opened for review and evaluation</td>
<td>December 12, 2019</td>
<td></td>
</tr>
<tr>
<td>Notice of Proposed Award</td>
<td>December 13, 2019</td>
<td></td>
</tr>
<tr>
<td>Last Day to Protest Award</td>
<td>December 20, 2019 4:00pm</td>
<td></td>
</tr>
<tr>
<td>Proposed Contract Award Submitted to the 22nd DAA Board of Directors for Approval.</td>
<td>January 14, 2020</td>
<td></td>
</tr>
<tr>
<td>Contract Submitted to Division of Fairs &amp; Expositions for Approval. (If required)</td>
<td>January 15, 2020</td>
<td></td>
</tr>
<tr>
<td>Proposed Contract Commences</td>
<td>February 3, 2020</td>
<td></td>
</tr>
</tbody>
</table>

The 22nd DAA, in its sole and absolute discretion, may re-advertise, postpone or cancel the RFP at any time before the 22nd DAA’s Board of Directors approves a contract awarded during the RFP process. The 22nd DAA, in its sole and absolute discretion, may decide whether or not an award shall ever be made as a result of this RFP.

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

RAY CAMMACK SHOWS, INC.

QUALITY - INNOVATION - INTEGRITY
November 1, 2019

Mr. Mark Ceragioli- State Contracts Manager
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
Del Mar, California 92014

Dear Mr. Ceragioli,

"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures, addendum(s) and instructions concerning RFP 19-04, 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."

Sincerely,

[Signature]

Signed:

Benjamin H. Pickett
Vice President
Ray Cammack Shows, Inc.
TABLE OF CONTENTS

In accordance with the RFP please find below a guide where to find the preferred or required qualifications in the proposal binder as submittal requirements toward the 'Technical' Portion of the Proposal.

**Cover Letter**

**Table of Contents**

<table>
<thead>
<tr>
<th>2.0 General Information</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.10 Proposer/Contractor State Form</td>
<td>1-3</td>
</tr>
<tr>
<td>2.10 CGC 1090</td>
<td>4-5</td>
</tr>
<tr>
<td>General Information on Ray Cammack Shows</td>
<td>6-9</td>
</tr>
</tbody>
</table>

**3.2 Minimum Qualification Requirements**

A. Insurance | 10-16 |
B. Licenses and Certificates, Corporate Resolution | 17-19 |
C. Letters of Reference | 20-23 |
D. Policies and Procedures | 24-26 |
E. Drug Testing Policy | 27-28 |
F. Background Check Policy | 29-30 |
G. Subcontractors | 31  |

**3.3 Desired Qualifications**

A. OABA Circle of Excellence | 32-34 |
B. Experience of Fairs Game and Ticketing | 35  |
C. Experience of Full Midway Ride, Game, Ticketing | 35  |

**3.4 Statement/Scope of Work- Digital Ticketing System**

Requirements A-P Supporting Evidence | 36-50 |
### 3.5 Digital Ticketing System Required Documents

A. Narrative of Evidence of A-P  
B. Detailed description of 3 events with support  
C. Narrative of Security Protocols  
D. Ride Operator Training  

### 3.7 Game Operations Required Documents

General Information and OR Chart  
A. Subcontractor Requirements  
B. List of Carnival Games with Descriptions  
C. Written Narrative of Non-Agent Game Philosophy  
D. Aspects of Carnival Game Operation Photos  
E. Photos of past Game Signage  
F. Written Narrative of Game Stock 25% Minimum  
G. Game Attendants, Hiring Practices, Pay, Appearance  
H. Narrative of Housing Plan  
I. Detailed Plan on Increasing Game Revenue  
J. Aerial Photographs of Carnival Operation Size and Scope  
K. Online Wristband Sales experience  
L. Promotions past and proposed by event for Carnival Games  
M. Subcontractors list of Games, Experience, insurance  

Additional Requirements listed in Scoring Section
PROPOSER/CONTRACTOR STATUS FORM

RFP #19-04

Contractor's Name: Ray Cammack Shows, Inc. Federal Employer ID #
(full business name)

Address: 4950 West Southern Avenue

City: Laveen Arizona County: Maricopa
(principal place of business)

Zip Code: 85339

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 and complete name of the sole proprietor: (i.e., "John Roe Smith", not "J. Roe Smith" or "John R. Smith").

______________________________

Partner ship (Please check one) ______ General Partnership ______ Limited Partnership

If a partnership, list each and every individual partner, (1) identifying each individual partner's full name; (2) stating whether each individual partner is a limited partner or a general partner; and (3) identifying the specific interest of each individual partner in the partnership:

______________________________

Corporation

Place and date of incorporation: State of Arizona February 29, 1966

If not a California Corporation in good standing, please state the date the corporation was authorized to conduct business in California: 11-29-2004

(Date)

Current officers

President: Guy W. Leavitt Vice President: Benjamin H. Pickett, Christopher M. Lopez

Secretary: Shelley Liggitt Treasurer: Delia Ritter

Other Officers: Chief Operational Officer: Charlene K. Leavitt Chief Financial Officer: Joy E. Leavitt-Pickett

RETURN THIS FORM WITH YOUR PROPOSAL
Status Form Page 1 of 2
PROPOSER/CONTRACTOR STATUS FORM (Continued)

RFP #19-04

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 business name statement 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 bid package.

Your small business ID number: _____________________________

Pending Litigation or Hearings

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

See Attachment. There are zero claims in our game and Technology divisions.

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.

Benjamin Pickett  Vice President
(Print Name & Title)

(Signature)

November 1, 2019  
(Date)

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

RETURN THIS FORM WITH YOUR PROPOSAL.

Status Form Page 2 of 2
TABLE OF RAY CAMMACK SHOWS, INC. LITIGATION

There are zero suits or claims in our game and technology divisions. "...Litigation, administrative hearings currently pending or filed including the previous three years..."

<table>
<thead>
<tr>
<th>Type</th>
<th>Court</th>
<th>Case Number</th>
<th>Case Name</th>
<th>Causes of Action &amp; Status</th>
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<tbody>
<tr>
<td>Civil</td>
<td>San Diego County CA</td>
<td>37-2019-00008304</td>
<td>Pine v RCS</td>
<td>General tort claims – ride case newly filed.</td>
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<tr>
<td></td>
<td></td>
<td>CU-PO-CTL</td>
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<td></td>
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<tr>
<td>Civil</td>
<td>Orange County CA</td>
<td>30-2019-010822267</td>
<td>Patterson v RCS</td>
<td>General tort claims – ride case newly filed.</td>
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<tr>
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<td>CU-PO-CJC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil</td>
<td>Orange County CA</td>
<td>30-2017-00922653</td>
<td>Van Dusen v RCS</td>
<td>General tort claims – slippery slide case. Trial next year.</td>
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<tr>
<td></td>
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<td>CU-PO-CJC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civil</td>
<td>Los Angeles CA</td>
<td>B6611767</td>
<td>Sutton v RCS</td>
<td>General tort claims – defunct employment agency dispute.</td>
</tr>
<tr>
<td>Civil</td>
<td>Los Angeles CA</td>
<td>BC672790</td>
<td>Austin v RCS</td>
<td>General tort claims – fun house slide case – settled.</td>
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<tr>
<td>Civil</td>
<td>Maricopa County AZ</td>
<td>CV 2019-013210</td>
<td>Jennifer Becker v RCS</td>
<td>General tort claims – ride case – settled.</td>
</tr>
<tr>
<td></td>
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</tbody>
</table>
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

| Benjamin Pickett as a representative of Ray Cammack Shows, Inc. |
| Name of Proposer ("Proposer") |

and with the authority, acknowledge that, the above Proposer has read, understands, and agrees to comply with (1) the requirements of California Government Code, Section 1090 et seq.; and (2) any and all other conflict of interest and ethics laws applicable to Proposer in 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") and 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 California law, including Government Code Section 1090, et seq., may be considered void and the Proposer shall not be entitled to any reimbursement or compensation for the Proposer's performance of the resulting Agreement, including reimbursement of costs or 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 rights and remedies at law and in equity concerning any such violation.

The Proposer agrees to provide a written list to the Contact Person listed on the cover of the RFP identifying all known, suspected, or potential financial or familial interest with any 22nd DAA director, official, officer or employee and/or their respective immediate family members, 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.
I certify that I have no known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA.

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)

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.

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:

Ray Cammack Shows, Inc.

(NAME OF PROPOSER)

(SIGNATURE)

Benjamin H. Pickett

(PRINT NAME)

Vice President

(TITLE)

November 1, 2019

(DATE)

RETURN THIS FORM WITH YOUR PROPOSAL
Certificate re CGC 1090 and Disclosure Form
Page 2 of 2
WHERE WE BEGAN...

In 1956, Ray Cammack sold his car dealership in Lennox, South Dakota. He and his wife Veryl, and three daughters, Linda, Delia, and Charlene entered the carnival business when he became a ride superintendent for Thomas Shows, also based out of Lennox. They purchased a Dodgem ride and worked with Thomas Shows until 1961. Ray Cammack Shows began with a couple of homemade rides and winter-quartered out of their garage in Lennox. They played small events in the Midwest until purchasing Smith Wonder Shows in the 70's which expanded their route to Canada. The winter-quarters was moved to Keenesburg, Colorado in 1972.

In 1975, Guy Leavitt joined RCS after his parents Harley and Rita Leavitt sold H.A. Leavitt Attractions to Bill and Dorothy Capell. Looking for a new midway home, Guy met Ray in Las Vegas for an interview. After meeting Ray, Guy cancelled the other two interviews he had scheduled knowing Ray Cammack Shows was the carnival he wanted to be involved with. Guy became the ride superintendent for Ray Cammack Shows and was partners with Ray on the kidland.

Guy and Charlene met and married in 1977. Guy moved to Phoenix in 1980. Management was assumed by Guy and Charlene in 1983 following Ray's untimely death. The show continued under Veryl's direction until it was purchased by Guy and Charlene.

In 1985, RCS headed west to California. The Los Angeles County Fair was the first California date to contract with RCS. 80% of the RCS route now includes the premier dates in California. Great Western Carnival (Harley and Rita Leavitt's second carnival) was purchased from Rita Leavitt in 1987 after Harley died in a fatal car accident in 1985. The show operated the two units for one year, when it was decided to merge the two operations.

The RCS (Ray Cammack Shows) of today is the carnival of the two families, the Leavitts and the Cammacks. The Houston Livestock Show and Rodeo was added in 1994, as the show's only date out of Arizona and California. Today, RCS services over 11 million Americans at 6 of the Country's most prestigious Fairs and Rodeo. Currently, there are over 68 Leavitt and Cammack family members on the show.
ROUTE

Providing Carnival Midways to these Top Events

HOUSTON LIVESTOCK SHOW & RODEO
SINCE 1994

UNIVERSITY OF ARIZONA SPRING FLING
SINCE 1980

PIMA COUNTY FAIR
SINCE 1980

COACHELLA
SINCE 2010

SAN DIEGO COUNTY FAIR
SINCE 1985

OC FAIR
SINCE 1995

ANTELOPE VALLEY FAIR
SINCE 2009

LOS ANGELES COUNTY FAIR
SINCE 1985

ARIZONA STATE FAIR
SINCE 1985

WHAT WE DO

Ray Cammack Shows, Inc. has been providing Carnival Entertainment to Fairs and Guests since 1961.

We specialize in large premier events.

WHAT WE BELIEVE

We pride ourselves in our attention to detail. That detail is reflected in our safety records, our guest satisfaction, and our capability to gross maximum revenues. By owning and managing more than 77.5% of our rides and more than 90% of games booked at our events we accomplish and maintain the detail we require.

WHO WE ARE

Our management team has over 4301 collective years of experience in the industry. They are on site performing the jobs they are well trained for. Many have technical experience, or business degrees; all of them individually, are professionals. We believe this one tool in our company is the strongest and most important. This is significant in what makes our company different.

WHAT MAKES US DIFFERENT

Ray Cammack Shows, Inc. has always been a leader in change and the latest innovations. Whether it be development and prototyping of rides directly with the manufacturers, or the leaders in electronic ticketing. We believe we are the pioneers for the Carnival industry and hold ourselves to the highest standards.

COMPANY MISSION

With Safety First, to provide and maintain the premier quality entertainment known to the worldwide carnival industry.

RCS went 100% cashless in 2007 with their game and ride operations. The first in the US large fair market to do so.
EXPERIENCE

Providing Carnival Midways to Fairs with Attendance of 1 million or more (in the last 10 years)

HOUSTON LIVESTOCK SHOW & RODEO
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING

SAN DIEGO COUNTY FAIR
80% GAME OPERATION, LARGE RIDE OPERATOR AND FULL ELECTRONIC TICKETING
2019

OC FAIR
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING

LA COUNTY FAIR
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING

ARIZONA STATE FAIR
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING

WHY WE ARE WHO WE ARE... "OUR TEAM"

We pride ourselves in our attention to detail. That detail is reflected in our safety records, our guest satisfaction, and our capability to gross maximum revenues. By owning and managing more than 77.5% of our rides and more than 90% of games booked at our events we accomplish and maintain the detail we require.

1. Currently, RCS Management holds more AIMS certifications than any other Single-Unit Amusement Park or Carnival Operator, or Independent Safety Inspector Company in the USA.
2. Four of our ride management have more qualifications than most independent ride inspector in the country.
3. We are the most aggressive carnival to implement and maintain a 100% drug free workplace.
4. We believe we have the strictest employee appearance codes in the industry.
5. We believe we are the only carnival that has an aggressive retirement plan, health insurance and life insurance offered to every member of their upper-management team. Over 30 management team members participate.
6. We have the most comprehensive in-house training program in the carnival industry.

THINGS WE HAVE PIONEERED

1. First carnival to create and implement the Fast Pass program that has since been copied by others.
2. First carnival to create Line-Busting Program for selling FunPasses.
3. We give out more teddy bears and prizes in our midway games annually than any other single carnival or Amusement Park in the USA.
4. First carnival in the USA to have a specialized Supervising Companion sticker acknowledgement safety program.
5. First carnival game operation in the country to grow and cultivate a High School Volunteer program for their game operation.
A Few things about RCS you may not Know...

RCS is a family owned & operated Christian based carnival providing fun for almost 58 years!

RCS has both a Safety Team and a Safety Committee...not just an individual.

RCS has more Ride Supervisors with accredited Ride Safety certifications than any other carnival in North America.

RCS has the most aggressive Drug Testing & Background Check programs in the industry.

RCS rides more people annually than any other single unit carnival in the WORLD.

RCS has had a successful “Cashless” Game and ride operation for over 12 years.

RCS is the first Carnival to to provide a Mobile App allowing customers to purchase tickets and scan at Rides & Games directly with their phones!

RCS has a “Sunday school” game operation that guarantees 25% minimum giveaway. (Thank you Mr. Burbank)

RCS's management team raises over $80,000.00 annually to donate to non-profits and local charities of our events.

Guy Leavitt cooks breakfast for the over 60 RCS management every Sunday!!!

Rides new custom personalized flags for all of our premier events.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGEAFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Kathi Insurance
2080 NVA Military Hwy
San Antonio TX 78213

CONTACT NAME: Rolanda Malicki
PHONE: (210) 829-7521 FAX: (210) 829-7526
EMAIL: rolanda@kathic.com

INSURER
Ray Cammack Shows Inc
PO Box 10 Laveen AZ 85339

INSURER A:
The. Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

CERTIFICATE NUMBER: CL10161761934
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERMS OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY EXTEND, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>LINE</th>
<th>TYPE OF INSURANCE</th>
<th>ADDITIONAL INSURED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVITY</th>
<th>POLICY EXP. DATE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td></td>
<td>Y CFP0105633-33</td>
<td>12/20/2018</td>
<td>12/20/2019</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PROPERTY (EASEMENTS)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MEDICAL EXPENSES</td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADJACENT LOSS</td>
</tr>
<tr>
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<td></td>
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<td></td>
<td></td>
<td>GENERAL Aggregate</td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMMODITY</td>
</tr>
</tbody>
</table>

| A    | AUTOMOBILE LIABILITY |  | Y CFP0104236-05 | 02/01/2018 | 07/01/2020 | EACH OCCURRENCE |
|      |                   |  |              |                   |                  | DUMBED SINGLE UNIT | $1,000,000 |
|      |                   |  |              |                   |                  | BODILY INJURY (Passengers) | $5,000 |
|      |                   |  |              |                   |                  | MEDICAL EXPENSES | $5,000 |
|      |                   |  |              |                   |                  | PERSONAL & ADJACENT LOSS | $5,000 |

| A    | LIMOUSINE LIABILITY |  | OCCUR | ELG0018013-08 | 12/20/2018 | 12/20/2019 | EACH OCCURRENCE |
|      |                   |  | CLAIMS MADE | | | | |
|      |                   |  |              | | | | |

| A    | EXCESS AUTO LIABILITY |  | N/A | WCP0004646-00 | 08/01/2018 | 08/01/2020 | EACH OCCURRENCE |
|      |                   |  | | | | | $1,000,000 |
|      |                   |  | | | | | EXCESS LIABILITY | $1,000,000 |
|      |                   |  | | | | | MEDICAL EXPENSES | $1,000,000 |
|      |                   |  | | | | | PERSONAL & ADJACENT LOSS | $1,000,000 |


CERTIFICATE HOLDER

ACORD

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

3.2a

© 1988-2016 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>THAT THE STATE OF CALIFORNIA, THE 22ND DISTRICT</td>
<td>LOCATION: DEL MAR FAIRGROUNDS</td>
</tr>
<tr>
<td>AGRICULTURAL ASSOCIATION, THE SAN DIEGO COUNTY FAIR,</td>
<td>DEL MAR, CA</td>
</tr>
<tr>
<td>FINANCE, THE CALIFORNIA DEPARTMENT OF GENERAL SERVICES,</td>
<td>FAIR.</td>
</tr>
<tr>
<td>THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE,</td>
<td></td>
</tr>
<tr>
<td>THE CALIFORNIA FAIR SERVICES AUTHORITY AND THEIR</td>
<td></td>
</tr>
<tr>
<td>RESPECTIVE AGENTS, DIRECTORS, OFFICERS, SERVANTS, AND</td>
<td></td>
</tr>
<tr>
<td>EMPLOYEES ARE MADE ADDITIONAL INSURED, BUT ONLY</td>
<td></td>
</tr>
<tr>
<td>INSOFAR AS THE OPERATIONS UNDER THIS CONTRACT ARE</td>
<td></td>
</tr>
<tr>
<td>CONCERNED.</td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

*SEE BELOW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

* ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, IN A WRITTEN CONTRACT OR OTHER AGREEMENT, THAT REQUIRES YOU TO PROVIDE INSURANCE AND WAIVE OR TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS, COVERAGE APPLIES EXCEPT WHERE SUCH CONTRACT OR OTHER AGREEMENT IS PROHIBITED BY LAW.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<table>
<thead>
<tr>
<th>Named Insured:</th>
<th>RAY CAMMACK SHOWS, INC., ET AL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Endorsement Effective Date:</td>
<td>TBD FOR THE 2020 SAN DIEGO COUNTY FAIR.</td>
</tr>
</tbody>
</table>

**SCHEDULE**

Name Of Person(s) Or Organization(s): **SEE BELOW**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

Any person or organization with whom you have agreed in a written contract or other agreement:

P O Box 10
Laveen, AZ 85339

* executed prior to the occurrence of offense.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy)

Endorsement Effective: 8/01/2019
File No. 900000000700019
Carrier Policy No.: WC00000441-006
Endorsement No.: 400851
Carrier No.: 400851

Insured: Ray Cameron Shows, Inc.

Insurance Company: T.H.I. Insurance Company

WC 09 03 13
(Ed 6/86)

Commesigned by

Copyright 2006 National Council on Compensation Insurance, Inc.

K998 Insurance 09113
Printed on August 2, 2019
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Non contributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
Ray Cammack Shows is represented on the CFSA Carnival Master Insurance List

**CFSA Carnival 047**
AMERICAN TRAVELING SHOWS
Rick Larson
P.O. Box 419
Elmwood, CA 93282
Liability Insurance Expires: May 1, 2020
Excess Liability Expires: May 1, 2020
Auto Liability Expires: May 1, 2020
Workers’ Comp Expires: May 7, 2020

**CFSA Carnival 054**
BRASS RING AMUSEMENTS, INC.
MIDWAY OF FUN
Laurel Misoma
459 State Box Road
Crescent City, CA 95536
Liability Insurance Expires: March 14, 2020
Excess Liability Expires: March 14, 2020
Auto Liability Expires: March 14, 2020
Workers’ Comp Expires: March 23, 2020

**CFSA Carnival 003**
BUTLER AMUSEMENTS, INC.
Rich Byrom
1015 SW Cirrus Drive #21E
Bend, OR 97703-5963
Liability Insurance Expires: May 1, 2020
Excess Liability Expires: May 1, 2020
Auto Liability Expires: May 1, 2020
Workers’ Comp Expires: April 1, 2020

**CFSA Carnival 048**
CAPITOL CITY AMUSEMENTS, INC.
CALIFORNIA CARNIVAL COMPANY
Kevin Tate
P.O. Box 41829
Sacramento, CA 95841
Liability Insurance Expires: November 27, 2019
Excess Liability Expires: November 27, 2019
Auto Liability Expires: August 19, 2020
Workers’ Comp Expires: July 1, 2020

**CFSA Carnival 005**
CARNIVAL OF FUN
JOHNSTON AMUSEMENTS
P.O. Box 580877
Elk Grove, CA 95758
Liability Insurance Expires: March 1, 2020
Excess Liability Expires: March 1, 2020
Auto Liability Expires: March 1, 2020
Workers’ Comp Expires: February 27, 2020

**CFSA Carnival 006**
DAKOTA RIDES LLC,
OUTSIDE AMUSEMENTS LLC
Clay Leavitt and Charlene Leavitt
P.O. Box 10
Laveen, AZ 85339
Liability Insurance Expires: December 20, 2019
Auto Liability Expires: July 1, 2020
Workers’ Comp Expires: August 1, 2020

**CFSA Carnival 048**
HELM & SONS AMUSEMENTS, INC.
WEST COAST SHOWS
Debbie Helm
428 Aquarius
Culver, CA 92324
Liability Insurance Expires: April 3, 2020
Excess Liability Expires: April 3, 2020
Auto Liability Expires: April 3, 2020
Workers’ Comp Expires: June 30, 2020

**CFSA Carnival 018** (SSM)
MIDWAY ENTERTAINMENT
Clay & Charlene Leavitt
P.O. Box 10
Laveen, AZ 85339
Liability Insurance Expires: December 20, 2019
Auto Liability Expires: July 1, 2020
Workers’ Comp Expires: August 1, 2020

**CFSA Carnival 014**
PAUL MAURER SHOWS (18M)
Paul Maurer
15851 Warren Lane
Huntington Beach, CA 92649
Liability Insurance Expires: February 5, 2020
Excess Liability Expires: February 5, 2020
Auto Liability Expires: February 5, 2020
Workers’ Comp Expires: January 1, 2020

**CFSA Carnival 024** (SSM)
RAY CAMIANK SHOWS
RCS TRANSPORTATION LLC
GIB, INC.
Clay and Charlene Leavitt
P.O. Box 10
Laveen, AZ 85339
Liability Insurance Expires: December 20, 2019
Auto Liability Expires: July 1, 2020
Workers’ Comp Expires: August 1, 2020

**CFSA Carnival 029**
SCHWEITZER SHOWS
41110 27th Street West
Palmersdale, CA 93551
Liability Insurance Expires: April 4, 2020
Excess Liability Expires: April 4, 2020
Auto Liability Expires: April 4, 2020
Workers’ Comp Expires: October 1, 2019

**CFSA Carnival 033**
WORLD AMUSEMENTS
AMERICAN TRAVELING SHOWS
Jason Wald
P.O. Box 419
Hamden, CA 93282
Liability Insurance Expires: May 1, 2020
Excess Liability Expires: May 1, 2020
Auto Liability Expires: May 1, 2020
Workers’ Comp Expires: May 7, 2020
State of California  
Secretary of State  

Statement of Information  
(Foreign Corporation)  
FEES (Filing and Disclosure): $25.00.  
If this is an amendment, see instructions.  

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME  
RAY CAMMACK SHOWS, INC.

2. CALIFORNIA CORPORATE NUMBER  
C2713005

3. No Change Statement  
(Not applicable if agent address of record is a P.O. Box address. See Instructions.)  
If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.  
☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 13.

Complete Addresses for the Following  
(Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE  
CITY  
STATE  
ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY  
CITY  
STATE  
ZIP CODE

6. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 4  
CITY  
STATE  
ZIP CODE

Names and Complete Addresses of the Following Officers  
(The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER  
ADDRESS  
CITY  
STATE  
ZIP CODE

8. SECRETARY  
ADDRESS  
CITY  
STATE  
ZIP CODE

9. CHIEF FINANCIAL OFFICER  
ADDRESS  
CITY  
STATE  
ZIP CODE

Agent for Service of Process  
If the agent is an Individual, the agent must reside in California and Item 11 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 11 must be left blank.

10. NAME OF AGENT FOR SERVICE OF PROCESS

11. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL  
CITY  
STATE  
ZIP CODE

Type of Business  
12. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

13. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.  
08/27/2019  
GUY W LEAVITT  
DATE  
TYPEPRINT NAME OF PERSON COMPLETING FORM
 
PRESIDENT  
TITLE  
SIGNATURE  
APPROVED BY SECRETARY OF STATE

SI-350 (REV 01/2013)
STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Brian C. McNell, Executive Secretary of the Arizona Corporation Commission, do hereby certify that:

***RAY CAMMACK SHOWS, INC.***

a domestic corporation organized under the laws of the State of Arizona, did incorporate on February 29, 1969.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Business Corporation Act; that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1222, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the capital, this 21st Day of September, 2004, A.D.

[Signature]
Executive Secretary

By [Signature]
<table>
<thead>
<tr>
<th>Corporation</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>RAY CAMMACK SHOWS, INC.</td>
<td></td>
</tr>
<tr>
<td>Number: C2713005</td>
<td>Incorporation Date: 11 29 2004</td>
</tr>
<tr>
<td>Jurisdiction: AZ</td>
<td>Type: Foreign Stock</td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>4950 W SOUTHERN AVE.</td>
<td></td>
</tr>
<tr>
<td>LA VEN, AZ 85339</td>
<td></td>
</tr>
<tr>
<td>Agent For Service Of Process</td>
<td>BOYD F JENSEN II</td>
</tr>
<tr>
<td>3390 ORANGE ST.</td>
<td></td>
</tr>
<tr>
<td>RIVERSIDE, CA 92501</td>
<td></td>
</tr>
</tbody>
</table>

Please review this information to determine if you have located the correct corporation. The corporation is not yet due to file the required statement; therefore, this filing must be filed either by mail or at our public counter in Sacramento. Refer to Statement of Information for the forms and instructions.
October 18, 2019

To Whom It May Concern:

The Arizona Exposition and State Fair proudly partners with Ray Cammack Shows (RCS), to bring carnival amusement to the Arizona State Fair. For over 25 years, RCS has treated Fair guests to an amusement experience that is second to none. Arizona State Fair guests expect premier quality games and rides from both an experience and appearance aspect, and quality games are what our guest receive thanks to the operational management philosophies of RCS.

In an era of innovation and technology, RCS stands out as a front-runner, leading the industry to new concepts. Continued investments in IT development allow the show to bring to market new and improved cashless gameplay platforms, real-time network-based cash management and integration systems, product marketing and promotion, as well as improved customer interfaces.

Of course, while these things are important, game integrity, stock quality and guest win ratios are paramount. The RCS Management philosophy on games, in areas such as stand appearance, employee expectations and win ratios have positively impacted guest perception and trust in our games and the Fair in general. These efforts also give us confidence that our brand and the Arizona State Fair are protected.

Our partnership continues to help our fair grow and achieve greater success. It is with sincerity that I share my deep pleasure and confidence in RCS as a game provider and partner.

Sincerely,

Wanell Costello
Executive Director
October 18, 2019

To Whom It May Concern:

The OC Fair has had the pleasure of doing business with Ray Cammack Shows (RCS) for over 15 years as our exclusive carnival and midway provider. There are many things that stand out and make RCS a top notch partner in being part of producing the 2nd largest fair in California serving over 1.3 million guests annually. At the top of the list is their focus and commitment to safety and security. They lead the industry in ensuring the highest safety standards, training and procedures. They are great partners in supporting the OC Fair's community giveback programs. Anytime we approach them to participate in programs that benefit an underserved community they say “just let us know what we can do to help.” They are part of our fair family and through their strong business and family values they set the bar as an exemplary partner and as an industry leader dedicated to the fair and entertainment business.

I applaud RCS for taking the lead in investing in technology to meet the needs of our guests and their desire to use their mobile devices and cashless systems when visiting fairgrounds. Their technology also provides their partner fairs with the peace of mind that game operations and ticket sales can all be accounted for in real time. On the back end, because all sales are real time and reports are readily available this has improved our settlement process exponentially and all facets of our reporting and understanding revenues and how the guests are engaging with both games and rides. It's great to have a partner that makes this kind of financial investment to ensure the integrity of their services.

Sincerely,

Kathy Kramer, CVE, CFEE, CMP
Chief Executive Officer
OC Fair & Event Center
32nd District Agriculture Association
October 22, 2019

To Whom It May Concern:

I am writing in reference to Ray Cammack Shows (RCS), and to recommend them as the premier carnival provider in the industry. While I currently have a 19-year relationship with RCS at the Pima County Fair, I have a previous 10-year relationship working with them while employed at the Arizona State Fair. Due to their exceptional performance and our continued joint success they have been our carnival provider for more than 30 years. Over this time and through our excellent relationship, we have realized a tremendous growth in our business and attribute a great deal of our success to RCS and our business relationship.

RCS is often recognized as having the best and truly state-of-the-art IT department and operations within the carnival industry. Since RCS implemented the FUNPASS system at our fair, ride gross and game gross have continued to grow at a fast rate. Their nontraditional approach to provide “Honest” games in the carnival has been well received by our community and has led to positive feedback in our fair surveys. From time to time our industry has faced challenges with safety and security concerns in respect to carnival and event operations. Fortunately, we have been able to call upon RCS for advice and to assist us with innovative and effective solutions to make our business operations safer and more successful.

Without exception, RCS and their employees have provided us and our community with the highest level of professionalism, customer service and have always exhibited extraordinary business practices and ethics. I am very honored on behalf of SWFC to recommend RCS to any organization that seeks to improve their event and business operations as well as their bottom line. Please do not hesitate to contact me if you should have any questions.

Sincerely,

[Signature]

Jon Baker
Executive Director, Southwestern Fair Commission, Inc.
Pima County Fair
October 18, 2019

RE: Ray Cammack Shows

To Whom It May Concern,

I would like to take this opportunity to recommend Ray Cammack Shows (RCS). I am the CEO of the Antelope Valley Fair in Lancaster, California and we have enjoyed a relationship with RCS since 2009. I am personally familiar with their top management team, operation, company culture, work habits, and accomplishments. I feel very strongly that RCS will be a strategic asset to your organization. RCS has the expertise, experience, collaborative skills, and contagious enthusiasm to help you gain and keep a competitive advantage in your program.

While working with the Antelope Valley Fair, RCS has always impressed me with their creative and innovative abilities. RCS never seems to be satisfied with being a step ahead of the competition and they continually amaze me with how they improve their operation. Their rides are tops in the industry, their game operation is honest and attractive, and their innovative Fun Pass system makes their total operation second to none. I believe that the way they function inspires our organization to also be creative and to continue improving our product. In addition, RCS is a very collaborative organization and their communication skills are excellent throughout their entire team. I believe that RCS has the operational skills, business experience, and high-quality equipment that will add a competitive edge to your program, but it is their entire team's innate ability to communicate and foster relationships that may be their most enduring asset.

I have a personal and professional respect for RCS, the Leavitt family, and their entire team. I sincerely believe they will bring a unique energy, optimism, passion, and creativity to your organization and they have my highest endorsement. If you have any questions about this recommendation or my validation of their work history and accomplishments, please do not hesitate to contact me.

Sincerely,

Daniel P. Jacobs
CEO
Antelope Valley Fair
(661) 948-6060 ext. 101
dan@avfair.com
CHECK, VERIFY AND INSPECT THE FOLLOWING AREAS AND DOCUMENT RESULTS

STRUCTURAL
- Check blocking for condition and stability
- Check all fasteners for installation and security
- Check all safety keys for correctness and installation
- Check under strut and braces for condition and security
- Check wiring for condition, security and correctness
- Test all GFI circuits for proper working order
- Check all safety for working order
- Check all lighting, for installation and effectiveness
- Check all canvas, cover, curtain, for installation and condition
- Check all canvas for installation, sharp edges and security
- Verify all walking surfaces are clean and dry
- Verify all working surface are ready for operation
- Check all security attachments, latches, lugs and signage for condition and installation

ANCILLARY CHECKS
- Check fire extinguisher for condition and charge
- Check signage for installation, rules and condition
- Check all seating for condition, cleanliness and security
- Check all tables for condition, cleanliness and security
- Check all balls, darts, cups, guns, handles, etc for condition and suitability per game
- 

Operator: ____________________________  Attendant: ____________________________

Game: 301 Ballon Water Race  Manufacturer: Bob's Space Racers

Serial Number: ____________________________  Owner: Ray Cammack Shows, Inc

Supervisor: Kelly Knight

Date: ____________________________

Inspector Name: ____________________________  Inspector Signature: ____________________________

Reviewed by: ____________________________  Date: ____________________________

Supervisor Signature: ____________________________  Case: ____________________________
DAILY MAINTENANCE REPORT

PRESENTATION/ APPEARANCE
- All signage have been wiped down.
- All counters wiped down.
- Steps have been cleaned.
- Outside flooring is complete and clean.
- Restroom is operational (if applicable)
- Crew have been verified to be in proper uniform and meet dress code regulations (clean, shirts tucked in).

GIVE COMPLETED CHECKLIST TO SAFETY SERVICES PRIOR TO OPENING THE RIDE

Write Maintenance in this Log Section:
*All replacement parts meet manufacturer specifications.

Reviewed by: ________________________________
Date: ____________

3.2d
Samples of Game Operation Guides - Each Game has a customized training guide for employees

**WHAC-A-MOLE**
**COMPLETE GAME GUIDE**

**DESCRIPTION**
- **Rack game whenever two or more players use a slot machine to hit mole at the pop up through one of five holes in front of them first player to reach 150 points wins**
- **Winner every race**
- **Mixed and structured CBS game rules**
- **Two or more players to start race**
- **One player wins every race**
- **Winner receives a small prize after the race is over and if they win again they can trade up for larger prize**

**OPERATION**
- The operation must be familiar with all the rules and be able to clearly explain the rules to all players or potential players.
- It is important for the operator to keep the game fully stocked and properly finished. This will make the game more appealing to potential players.
- The operator should stand in the middle of the game where most visible to guests.
- Use the microphone to draw guests to the game.
- Game operator should carry a piece of paper in hand to use to interact with guests.

**SELLING THE GAME**
- **The Sale**
  - Operator talking on microphone to guests to explain game and operator scans Fundac to deduct designated number of tickets per player.

**SELLING TIPS**
- A group game is 2 or more guests competing against each other for one prize. It is a test of skill and hand eye coordination. When operating a group game you must create an atmosphere of enjoyment and excitement, from the music playing, to the voices that you use when interacting with guests and potential guests.
- Use the microphone - it is extremely important that you use the microphone. The microphone is essential in getting guests to hear you clearly and can be a great tool in creating excitement and needed while running a race.
- Holding a prize - while trying to get players, the operator should be holding a prize out towards the guests looking by. When you are scanning Fundac the price should be tucked under your arm. During the race you should hold up the prize up in the air.
- Creating excitement and asking them to play your game is very important. Game keepers can really make themselves approachable by just saying "Hello!"
- Using proper body language: Smiling and making eye contact with the guests that walk by your game, you can help with getting guests to play your game. Touching, looking and putting hands on the counter are examples of body language.
- Interacting with guests: If there is a family, assume that everyone is playing. Ask mom or dad if the kids are playing and if the kids are playing ask mom and dad if they want to play. Make it a family fun competition.

**TOP GLO**
**COMPLETE GAME GUIDE**

**DESCRIPTION**
- **Water race game whereas two or more players shoot water into a target, when the water hits the target the tubes begin to rise, the first player to completely raise their water to the top wins**
- **Winner every race**
- **Mixed and structured CBS game rules**

**OPERATION**
- The operator must be familiar with all the rules and be able to clearly explain the rules to all players or potential players.
- It is important for the operator to keep the game fully stocked and properly finished. This will make the game more appealing to potential players.
- The operator should stand in the middle of the game where most visible to guests.
- Use the microphone to draw guests to the game.
- Game operator should carry a piece of paper in hand to use to interact with guests.

**SELLING THE GAME**
- **The Sale**
  - Operator stands in middle of game and talks on microphone to guests to explain game and operator scans Fundac to deduct designated number of tickets per player.

**SELLING TIPS**
- A group game is 2 or more guests competing against each other for one prize. It is a test of skill and hand eye coordination. When operating a group game you must create an atmosphere of enjoyment and excitement, from the music playing, to the voices that you use when interacting with guests and potential guests.
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- Interacting with guests: If there is a family, assume that everyone is playing. Ask mom or dad if the kids are playing and if the kids are playing ask mom and dad if they want to play. Make it a family fun competition.

**GAME REPLAY**
- **Game replay is the most important aspect of the game sale. Game replay doesn't happen after the guest is done playing and walking off, it is done immediately after every play.**
- **The operator wants the guest after each play to be able to encourage the guest to play again and trade-up for larger prizes if applicable.**
- **The operator should never turn their back on a customer without scanning their Fundac first if they do it will cause many customers to walk off and not play again.**

**AWARDING THE PRIZE**
- **When a guest wins, the operator should hold the prize high over their head yelling, "You just had another winner! That is how you win the game."**

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**AWARDING THE PRIZE**
- **When a guest wins, the operator should hold the prize high over their head yelling, "You just had another winner! That is how you win the game.**"
Our Safety Services Team has been assembled from among the industry's best and developed with the utmost adherence to setting the highest standards achievable. The job of providing a safe environment for our guests and our staff is a daunting task and our group does an amazing job. All the team members have worked in other departments, so they can draw upon their years of experience for finding the best solutions to the unique opportunities that are presented daily. They annually attend Safety Seminars to stay current in the latest techniques and to assure safety and enforce current rules and regulations. To safeguard over 11 million visitors and over thousands of fellow staff members throughout the year, we are so proud of our Safety Services Team that does their job better than anyone else.

CRISIS COMMUNICATION CHART

- Deb C
- JoAnne Leavitt
- Audra Mejia
- Ben Pickett
- Anne Kastl
- Kim Palmieri
- Joy Pickett
- Chris Lopez
- Mark Leavitt

Witness Statements
- Rob Jundt
- Michele Leavitt
- Steve Charleston

Crowd Control
- DJ Villareal
- Bill Kling
- Bob Kling

Additional Support
- Mike Gee
- Jody Lopez
- Kelly Knight
Substance Abuse Policy

Ray Cammack Shows, Inc. began their 100% pre-employment and random drug testing policy back in 1990 for all rides, games, food and auxiliary staff. It has been their practice that every single employee from the CEO down to the janitorial staff are required to pass a pre-employment drug test and are subject to a 20% weekly pool of randoms. Ray Cammack Shows agrees to process 100% of their employees, management and executive staff through the drug testing procedures set forth by the 22nd DAA at any event they participate in. Ray Cammack Shows also agrees to continue their random drug testing policy through their program to ensure a double verification of all employees at the San Diego County Fair.
Background Check Policy

PURPOSE
Background checks are conducted to support workplace productivity, safety and security by ensuring applicant backgrounds and qualifications are suitable for the position being considered.

POLICY
It is the policy of Ray Cammack Shows, as part of its hiring procedures, to conduct background checks on finalist(s) for all positions. These checks will be job-related, consistent with business necessity and conducted pursuant to all applicable laws, rules, policies and procedures. Background checks may include, but are not limited to, an analysis of public and private documents, contact with former employers; verification with educational institutions or licensing/credentialing boards; information from background check providers; contact with professional references; and other pertinent information and resources. Employment offers will generally be made after the successful completion of applicable background checks. However, any offers of employment made prior to completion of the background check(s) shall be contingent upon successful completion of the check(s). Finalist(s) may be rejected if they provide inaccurate, untruthful information, or do not fully participate in the required check. Those with felonies are evaluated on a case by case basis., depending on the crime committed, the type of job to be filled and pursuant to individual State mandates.

CURRENT PROVIDER
Corporate Security Solutions, Inc. (CSSI)
Boasting over 35+ years of experience, CSSI has provided corporate security and investigative services to thousands of entities, including Fortune 500 clients. As a member of the NAPBS, CSSI provides a full suite of pre-employment screening services to include criminal history searches, employment verifications, education verifications, identity checks, and DOT Compliance. They deliver state of the are and FCRA compliant services to all 50 states and some international.

CSSI Tri-Eye check is the foundation for all background checks for RCS. This includes not only Name, Address, Social Security verification but Enhanced National Criminal records, National Sexual Predators lists (aka Megan’s Law), OIG Sanctions and Terrorist Watch List. It also includes other checks such as State, County, Education, Employment, MVR.

RCS does background checks on all employees 18 and older.
"With Raptor, I know every person who enters our buildings across the district. Everyone is screened, and I'm instantly notified of any and all potential security issues."

- SECURITY COORDINATOR, WISCONSIN

Raptor Technologies is the nation's #1 provider of integrated school safety technologies. Raptor is trusted to protect nearly 20,000 K-12 schools nationwide.

Raptor has flagged more than 50,000 registered sex offenders and has issued over 250,000 custody alerts.

VISITOR MANAGEMENT

✓ INSTANT SEX OFFENDER SCREENING
Each and every visitor is instantly screened against the registered sex offender databases in all 50 states.

✓ CUSTOM CUSTODY DATABASES
Raptor can check visitors against custom databases set by each school which can contain custody alerts and/or banned visitors.

✓ ACCURATE VISITOR RECORDS
The Raptor System ensures that accurate and reliable records are kept for every visitor that enters your school, every day.

✓ DISTRICTWIDE REPORTING
The Raptor Visitor Management System can quickly and easily create reports for entire districts and/or individual schools.

✓ EMERGENCY PANIC BUTTON
Raptor's emergency panic button allows users to instantly alert a customized list of school officials and first responders.

OUTDATED WAYS

✗ NO SCREENING
Manually screening each visitor is not practical, so most schools do not screen anyone entering the premises.

✗ NO DATABASE CHECKS
Checking for red flags such as custody issues relies on the memory of the staff of the school or on manual searches.

✗ UNRELIABLE RECORDS
Handwritten sign-in sheets are often incomplete or illegible, which renders a school's visitor records unreliable.

✗ LABORIOUS REPORTING
In order to generate a visitor report, each sign-in sheet would have to be manually rekeyed, which is both time-consuming and inaccurate.

✗ NO PROTECTION
Without an automated system, front desk personnel are left without a way to quickly contact officials in case of emergency.
3.2G Subcontractor Arrangement and Agreement

RCS has 3 independent game concessionaires that contract with us on a full-time basis with their games. These 3 subcontractors also have working relationships as described below with RCS.

1. Ashlea Enterprises (Formerly dba Fubar)- Mike Ashcraft & JoAnne Leavitt
2. JACA Enterprises (Formerly Pinnacle Mgmt) Annie & Joe Kasil
3. Rogmic - Roger & Michele Leavitt

Ashlea Enterprises has owned and operated a Skeeball since 1993. Mike is a Senior Supervisor for RCS and JoAnne has over 30 years experience as an Office Administrator.

JACA Enterprises owns and operates 7 games at San Diego County Fair. Joe is a Senior Supervisor for RCS. Annie has been a consultant for RCS since the inception of the soft sale game operation that was established in 2006. Annie and Joe have owned and operated games with RCS since 1980.

Rogmic has owned and operated a Hi Striker game since 1990 with RCS. Roger is a Senior Supervisor for RCS and Michele is the Administrator of Ticket Sales for RCS.

All of the subcontractors have been a part of the soft sale merchandising game operation since it was established in 2006 on the RCS Midway. They have continued this same approach since then at the San Diego County Fair while booked as an independent game operator.

Since 2006, Ray Cammack Shows owns 80% of the games proposed in this contract for the San Diego County Fair. The subcontractors listed below are all the subcontractors that RCS is certain of their ability to operate the soft sale game approach that we believe is required to merchandise the maximum amount of prizes in a Non-Agent game environment.
October 12, 2018

Mr. Joel Cowley
President & CEO
Houston Livestock Show and Rodeo
3 NRG PARK
Houston, Texas 77054

RE: RCS’s Commitment to Excellence

Dear Joel:

I am submitting this letter of recommendation on behalf of Ray Cammack Shows and their owner’s Guy and Charlene Leavitt, with regards to their commitment to Excellence in the carnival and fair industry.

In 2002, when Guy Leavitt was elected to our national trade association’s board, the industry was struggling with an image and guest perception problem. He and wife Charlene, whose father’s show is named after, realized well before others in the carnival industry, that the quality and presentation of their midway, was the road to greater guest satisfaction, repeat business and enhanced midway perception.

While it too our Board a while to realize he was right, thus began the Foundation for the Future program with the Quality Assessment Audit program. Some of the best minds among fair industry minds, amusement parks and carnivals began working on the audit program, utilizing some of the best industry standards. I hired some of the best, third-party auditors, mostly former Disney executives, and we gained the support of the IAFFE to begin this QA Audit Program in 2004.

Having worked closely with Guy on this program’s launch, I can honestly say he was an industry pioneer and the OABA’s Circle of Excellence founder in persuading other show owners to step up the plate and be audited. In fact, his show and many of their midway families and subcontractors, were audited and were among the first to achieve OABA’s Circle of Excellence recognition in 2004.

RCS has continued to improve its commitment to operating excellence over the years and besides the show itself being recognized as exceeding industry standards with their midway operation and commitment to ride safety and employee satisfaction. Other family members and subcontractors who have continuously operated with them over the years, have also
achieved this OABA’s highest recognition, with continuous audits since 2004, and include the following:

*Bishop Amusements*   *Fun Biz Concessions*   *Lopez Concessions*

*Mad Hatter Concessions*   *Morton Concessions*   *Odyssey Foods*

*Sixth Generation Rides*   *Trinity Concessions*   *T. J.’s Ice Cream*

*Trinity Concessions*   *Southern Cross Amusements*

I am extremely proud to have Guy and Charlene, Chris Lopez and Ben Pickett’s continued involvement on our Board and especially Charlene’s Chairmanship of the OABA Excellence Committee, today.

Please don’t hesitate to contact me should you have any questions or need further information. Again, I have the utmost respect for what the RCS family has accomplished and the respect they have earned from the entire carnival and fair industry.

Sincerely,

Robert W. Johnson
President & CEO

cc: Guy and Charlene Leavitt, Ray Cammack Shows
EXPERIENCE AT LARGE EVENTS

Ray Cammack Shows has long term contracts and partners with some of the largest events in the country. At all of these events listed below RCS provides 100% of the midway. This consists of 65-85 rides, 50-60 games, 25-36 food stands and 100% integrated electronic ticketing of integrated POS terminals in all 3 entities. All of the events listed below have entertained more than 1 million guests in the years listed. RCS launched FunPass in 2007 and just completed its 13th successful season at all of these events with the program.

Providing Carnival Midways to Fairs with Attendance of 1 million or more (in the last 10 years)

**OC FAIR**
Contact Name: Ken Karns
kkarns@ocfair.com 714-708-1500
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING


**LA COUNTY FAIR**
Contact Name: Dale Coleman
coleman@fairplex.com 949-623-3111
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING


**SAN DIEGO COUNTY FAIR**
80% GAME OPERATION, LARGE RIDE OPERATOR AND FULL ELECTRONIC TICKETING

2019

**ARIZONA STATE FAIR**
Contact Name: Wanell Costello
wanell.costello@azstatefair.com 602-252-6771
100% MIDWAY OPERATIONS, RIDE GAME AND ELECTRONIC TICKETING


Page 35
IT Department

Our IT Department is like no other. RCS's IT Team represents over 70 combined years of dedicated carnival IT deployment. From the inception of FunPsas and Barcode ticketing system in 2006, they have successfully set up, networked and managed nearly 50 Fairs of 1 million plus attendees.

Bil Lowry
Director of IT Services
20 Years Experience
20 Years with RCS

Jeanette Tanner
IT Administrator
25 Years Experience
25 Years with RCS

Tim Hargrove
Technical Support
7 Years Experience
7 Years with RCS

Brent Cederholm
Senior Field Tech
9 Years Experience
9 Years with RCS

Jaco Pienaar
Senior Field Tech
5 Years Experience
5 Years with RCS

Daniel Lee
Network Engineer
3 Years Experience
3 Years with RCS
OR Chart for IT Department

Bil Lowry
Director of IT

Jeanette Tanner
IT Administrator

Daniel Lee
Network Engineer

Brent Cederholm
Senior Field Tech

Tim Hargrove
Technical Support

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Jaco Pienaar
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

Local Hired
Field Tech

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Additional Grading Scale items
LIFE'S WORK

TALENTS

IT Technology Guru, Writer, Designer, Graphic Artist and Business Executive

EXPERIENCE

RAY CAMMACK SHOWS

Director of IT

Laveen, AZ

02/2001 – present

20 Years - Senior IT Administrator, Systems & Network Engineer. Primary responsibility for Equipping, Staffing and Deploying the RCS FunPass Digital Ticketing System at over 65 large outdoor events of which the majority were 1+ million customers in size. Developed Mobile Server Systems and NOC including network Flight Decks and Training.

MEDIAFUSION, US

President

Phoenix, NY

01/1994 – 02/2000

6 Years - President & Founder, Mediafusion, US

IMT SOFTWARE DIVISION,

President

Scottsdale, AZ

03/1989 – 08/1994

5 Years - President of Interactive Media Technologies Software Division. Managed Software Teams for development of MultiMedia Editing Applications. Pioneer in Object+ software design. Committed to Tokyo as liaison with Investment partner, Canon. Managed the development of MARIAH, the first mixed-format media databases for audio, video and and graphics.

THE WILLIAM ISAAC COMPANY

Owner/President

Phoenix, AZ

01/1978 – 07/1988

10 Years - Founded in 1978 to become the largest independent Advertising Agency in Arizona. Serving a variety of retail and automotive companies. Annual Billing s $1-3 million+. Award Winning commercial Art Director.

GRAPHIC INNOVATIONS

OWNER

Phoenix, AZ

02/1970 – 10/1978

Graphics Design, Typography, Advertising & Printing serving Phoenix Area

EDUCATION

ARIZONA STATE UNIVERSITY

MAJOR BS TECHNOLOGY

Page 38
Jeanette Tanner – RCS IT Administrator

Over 13 years' experience in setting up and configuring over 65 events with over 1 million attendance, including the set-up of the ticket pricing, Ticket Box POS and Mobile attendant devices and Klosks.

Main Administrator and support for everything FunPass (digital ticketing) related. Ticket Boxes, Klosks, Rides, Games, Food Concessions, Ticketing set up including wristbands and presales, events, and reports.

Successfully created training documentation and trained over 6,000+ Ticket Sellers and management teams.

Successfully Managed over 450 mobile scanners, both android and windows, Including programing and configuring.

Completed PCI DSS requirements for P2Pe certified devices. Created the PCI DSS Security Policy, Standards and Procedures for Ray Cammack Shows, Inc.

Acted as a final level of support for the most challenging customer service issues at over 65 events with attendance over 1 million.

Implemented a companywide PCI training program.

Identified and resolved network and software problems.

Experience with SonicWall, SolarWinds Network Management software, Motorola Wing Controller.

Programming and set up of digital and analog Motorola radios using MOTOTRBO Customer Programming Software.

30 Years in Carnival events.

13 Years as Main Administrator of the FunPass (digital ticketing) Program.
TECHNICAL SKILLS

- Operating Systems: Windows XP, 7,8,8.1,10, Mobile; Windows Server 2003, 2008; Mac OS X; iOS.
- Hardware configurations; Software installs; LAN connectivity; Technical Troubleshooting; User training/support; Customer service.
- Access points, omnidirectional wireless antennae, handheld scanner deployment and maintenance of the hardware.
- Digital image capture and manipulation; Photoshop, Bridge, Lightroom, Phase One.
- PC’s; Apple Macintosh; Laptops; Printers, Cisco switches, Motorola/Symbol scanners.

PROFESSIONAL EXPERIENCE

Ray Cammack Shows, Network/ Ticketing Support Technician, July 2013- Present
- Assist in setup of ticket booth and handheld scanner network at various State & County Fairs.
- Run ethernet cable from Cisco switches to ticket booths, terminate cables and test network connectivity.
- Monitor network health in Solarwinds.
- Insure proper operation of handheld scanners. Diagnose and repair any Windows Mobile operating system or software problems. RMA scanners for repair and configure new scanners.
- Diagnose and repair any network connectivity issues with point of sale terminals in ticket booths and food vendor sites.
- Install Cisco & Motorola access points in outdoor area to extend the operating range of handheld scanners.
- Configure and deploy new AP’s and monitor their performance in WiNG controller.
- Manage ticketing inventory, load value to bar coded stock, order new stock, ship stock forward to future events. Implement the design & print custom tickets with Zebra printer.

Alinco IT Inc Technical Support Representative, November 2012- February 2013
- Technical support for Alinco customers via phone and e-mail through Auto Task ticketing system. Provide documentation of procedures used to troubleshoot and deploy solutions for customers.
- Create new users in Active Directory, Microsoft Exchange and Sonicwall SSL/VPN. Test and troubleshoot user issues with connectivity and e-mail flow on Exchange servers. Remote troubleshooting of user issues with Logmein, Join.me or shadow sessions in Citrix Management Console. Escalate issues to Pro-serv department when necessary.
- Add databases to Exchange servers, test e-mail accounts in OWA. Add servers to the Logmein portal and Solarwinds for monitoring. Configure SNMP service on servers to add nodes to Solarwinds.

The Gateworks Group, Technical Support Representative, November 2011 – November 2012
- Provide technical support for guarded entry points that use Gateworks access control software via telephone and on site to security guards, property managers and residents.
- Troubleshoot proprietary software, printers, barcode scanners, hard drives, modems, signature pads and misc. PC, Windows XP and Windows 7 problems.
- Document all support cases using Longjump software. Remote troubleshooting with Logmein.
- 24/7 on call support rotation for approx. 90 Gateworks community clients and 15,000+ residents.
- Implement new computer systems on site. Configure & verify internet connections and replication to the company SQL server database.

EDUCATION
- Information Technology, Stanbridge College Irvine, CA GPA 3.91
- BA in Photography, Brooks Institute: Santa Barbara
- CompTIA A+ Certified
The Zpass system (branded for RCS as FUNPASS) "the system" is a digital
ticketing and event management system that has been developed and designed
specifically for the amusement industry. RCS has been operating this system at
events for over 13 years.

The system offers park-wide features such as, parking, gate admissions, and
midway (rides, games and concessions) management. All aspects of the system
are fully integrated into a single accounting, management control, and reporting
system.

A. Servers and Configuration
The RCS FUNPASS SYSTEM is a hybrid, local server SQL environment, integrated with
cloud servers for real time backup, reporting, administration and Mobile App connectivity.
Midway ticketbox transactions are transmitted to onsite servers viahardwired (fiber &
ethernet) network*, backed up with a wireless (auto failover) Ubiquiti infrastructure. Scanner
ticket redemptions are transmitted wirelessly thru secure access points, and then via the
wired network to local servers and then up to the Cloud. Mobile App ticket purchases
transmit thru the user's cell service to the internet. Mobile app scans at Rides & Games are
transmitted thru the local network...up to the cloud and out to the user's smart phones.

B. POS Hard Wired System
The system has a hard wired PCI Compliant POS system available for use by the 22nd
DAA. The FunPass system is capable of accepting all forms of debit/credit cards, Apple Pay
and Google Play. Cash and "Ready to Use" barcodes are accepted as well as "Offer to Buy"
Barcodes. The system also accepts and tracks all payment methods received by seller and
terminal. The system activates and generates new barcodes per transaction according to
purchase. The seller may also split one sale into multiple "FunPasses" if requested by the
customer.

The seller management system is tracked and recorded by a user ID system when logging
into the POS terminals. Each sale is tracked by that seller, payment method and ticket type.
They are 100% accountable for every sale they perform.
FunPass customers have the ability to track history, read balance, reload and manage tickets
in several different ways. Our kiosks, FunPass app or through the FunPass services booths.
Ray Cammack Shows has ready to use replacements on hand for POS terminals, scanners,
kiosks and Ticketbooths should a need arise.
C. Credit Card Processing System
Yes, the 22nd DAA merchant account can be integrated and used with the system.

D. Pricing Structures-
Ticket sales are performed using touch-screen POS Terminals with integrated credit card EMV Chip Readers. The ticket seller can perform balance checks, sell cards and/or wristbands (when offered) and redeem coupons. The operator can only sell the options provided onscreen set up by the event coordinator. The ticket POS terminals offer up to 8 variable price ticket options and up to 12 Special Options. Specials are time-sensitive and will drop off the seller’s terminal when the special’s authorized sale time has been reached. This feature is controlled by back-office administration. All ticket box sales are tracked and reported, providing both volume and financial breakdowns by date and time.

Coupon redemption occurs in one of two ways. Some coupons can be taken directly to a ride, game, and/or concession stand where they are redeemed upon use. Others must be redeemed at a Ticket Box. All redemption takes place by scanning the FunPass barcode assigned to that coupon. All redemptions are tracked, and date/time sensitive reports are available that offer a breakdown by the special that was assigned to the specific coupon(s) redeemed.

E. 2019 Barcode Integration
Yes, the barcodes that were used in 2019 will be integrated into the FunPass system being offered for the 2020 San Diego County Fair. Any and all "Specials" that are set up through barcoded system have the ability to be tracked, including but not limited to- Presale, POP Wristbands and FastPasses.

F. Self-Service Kiosks
Ray Cammack Shows has had, through the years, many prototype kiosks and has worked with many consultants and companies to truly find the best solution for our outdoor environment and need for a quick sale solution. In 2018, RCS launched it’s 5th Prototype kiosk and is provide to now provide a minimum of 30 self service kiosks that are touch screen and easy to use. These kiosks are capable of reloading tickets, checking balance and have full integrated Chip/DNA P2PE compliant Credit card readers. They are state of the art design and we are constantly evolving to make purchasing tickets for our customers fast and easy, so that they may enjoy all the Fair has to offer instead of waiting in line to purchase tickets.
G. Ticket Booths

Ray Cammack Shows owns 25 ticket booths that have all been designed to have two forward facing windows side by side. These booths are all outfitted with 2 state of the art touch screen POS systems that are hard wired into the FunPass network. For the 2020 San Diego County Fair, the ticket-booths will be provided several weeks before opening and the 22nd DAA can provide and mount any and all signage or logos they desire. All booths are provided with Air Conditioning and real time cloud based security cameras that are able to be viewed through a web browser log in or through the smart phone App. RCS travels with back up POS terminals, 2-way radios, printers, scanners, ticket booths and air conditioners if ever needed.

All photos taken on October 5, 2019 at the Arizona State Fair.
H. Scanners
RCS will provide more than 400 Point Mobile PM80 scanners for use at the San Diego County Fair. Our scanners are the most robust state of the art scanners available. Both cards and wristbands can carry tickets or specials and are decremented (redeemed) at ride and game stations using wireless handheld devices. Once the users login to their respective stations, the pricing for that station is automatically retrieved. The operator selects the number of riders or players and the barcode on the card or wristband is scanned. In the case of the App, the QR code displayed on the phone is scanned. The system then decrements the appropriate number of tickets or in the case of specials the number of ride/game credits. The system tracks and provides volume and financial reports at the Ride/Game level as well as rolled up to the Event Level.

I. Configuring of Scanners.
RCS will provide all configuration of scanners prior to opening of the San Diego County Fair. On the backend of FunPass in the Venue Maintenance all “Stations” will be set up for amount of tickets to be decremented by the scanners. Our scanners have multiple tier ticket capability specifically for games. RCS IT Department will store, charge, and manage all inventory of scanners for the duration of the Fair. RCS has more than 10 extra scanners on hand at all times should the need arise.
J. Customer Service Booths

Ray Cammack Shows owns 4 customer service booths that are all available to the SanDiego County Fair if needed. RCS provided 2 customer service booths in 2019, one in Fair's Kid Zone and one in Fair's Kid Zone. These booths are 2 years old and meet any requirements needed in order to assist customers. Customers can track history, check balance, request refunds, and answer any digital ticket issues while offering basic customer service.

Photo taken on October 25, 2019 at the Arizona State Fair in Phoenix, Arizona

K. Customizable Reports

Reporting: The system provides 85 management reports. All reports are Event, Date, and Time specific. This includes financial, sales volume, audit, and labor reports. Cloud based report server allow for real time minute to minute access. Any customized reports are able to be requested through the software developer and are usually a very quick turn around. Our reports may also be downloaded into Excel format to allow for any customization.
L. Security Measures for Credit Card Data

Ray Cammack Shows is committed to protecting consumer credit card data in compliance with the Payment Card Industry Data Security Standard (PCI DSS). Our alignment with this standard is reflected in our people, present and future technologies, and processes we are developing and deploying. RCS stores no customer sensitive information or credit card holder data; utilizes P2P encrypted devices and a PCI Compliant Gateway.

M. Daily Financial Data

The reports available through the system are accessed through any web browser. The 22nd DAA finance department can access these reports that will provide any and all information they need.

- Daily Ticket Box Summary (by payment method, ticket box seller, kiosk, online, pre-loaded, pre-sale and more) all broken down by ticket type
- Period Totals All (redemption report by ride, game and sales summary by POS)
- Period Totals All Kiosks (solely kiosks sales by type)
- Seller Reconciliation (integrated credit card sales, this report automatically pulls forth sales and payment method to track how sellers reconcile. It also keeps a running total by seller).
- Independent Settlements (automatically generates settlement reports from the financial information in the system)
- Any custom reports needed by Financial Department will be provided.
- Any report can be exported to Excel for full customization by the 22nd DAA Financial Department.
N. Heavy Walk Up Traffic

FunPass has been used at the country's largest events for well over 13 years. It has handled, without a single major failure, daily crowds of over 190,000 people. All the system redundancies that are put in place are to handle the largest crowds possible. No other system in the country has handled crowds of the same magnitude. FunPass has successfully handled over 65 events, the majority of which are 1 million or more in attendance.

Pictures taken at the 2019 Houston Livestock Show & Rodeo the #1 Event ranked by attendance in the USA.
O. FunPass App

The FunPass App is the only App in our industry that can offer the guests a *Line-Free Experience*. The App allows the guest to both purchase passes as well as register passes that have been purchased at ticket boxes and/or kiosks. The guest can also share their passes with family and friends.

The App is offered for both iOS and Android smart phones.

*Purchase Passes:* The guest can purchase passes within the App and use their smart phone to access both rides and games.

*Registering Passes:* The App enables the guest to register passes that were purchased at a Ticket Box or Kiosk. Once they've registered the pass, they have the ability to either use their phone to access rides and games and/or continue using their paper passes as well. This gives them the ability to avoid lines by being able to add value to the pass using their phone. This feature allows us to collect email or phone information if requested by our Fair Partners for marketing purposes.

*Share Passes:* Guests are provided the ability to share passes, using the App, with family and friends.

*View History:* The App enables the guest to view the history of their passes. They were previously only able to do this by going to Guest Services or standing in line at a Ticket Box.

*Payment Method:* The App currently accepts credit card payments only. The guest is provided the option to make a one-time purchase with their credit card or have their card stored (in the gateways digital vault) for future purchases within the FunPass App.

*Coupon:* (currently in development):

In May of 2018, we began the development of our *Coupon Feature*. The coupon feature will enable guests to redeem promotional packages by scanning a Redemption Code that they have previously received. Once redeemed, the coupons associated with that promotional package is displayed in the FunPass App. Guests present their barcoded coupons at rides, games, and/or concession stands using their smart phone. When the ride, game, or concession representative scans the coupon and it is redeemed within the system. The coupon can only be used for its intended purpose and is decremented very similarly to the way a ride or game pass is decremented. Just like ride/game passes, the guest can view the history of where and when the coupon was used.
Q. Digital Ticketing Services
   The system will be completed installed, configured and tested in all aspects for the successful launch of the San Diego County Fair prior to June 3, 2020. All maintenance and configuration of scanners, kiosks, App, and POS terminals will be completed to everyone's satisfaction. RCS has deployed FunPass at over 65 events of which the majority have had attendance of 1 million or more guests successfully. And our plans are to continue that streak of success. There will be constant 24/7 support from our team prior to and during the event. All training will be completed by our qualified IT and Ticketing Staff. All system backups will be provided as well as cloud based servers needed to run reports. All real time customizable reports are available through the web browser of any computer or device. RCS will also be responsible for the safe and thorough tear down and removal of all equipment.
3.5 Digital Ticketing System Required Documents

A. Please see responses above for Statement of Scope/Work for the Digital Ticketing System letters A-Q

B. Please see attached diagrams and photos of hard wired system.

<table>
<thead>
<tr>
<th>Event</th>
<th>2019 Attendance</th>
<th>Years with FunPass</th>
</tr>
</thead>
<tbody>
<tr>
<td>Houston Livestock Show and Rodeo</td>
<td>2,506,263</td>
<td>13</td>
</tr>
<tr>
<td>Pima County Fair</td>
<td>324,000</td>
<td>13</td>
</tr>
<tr>
<td>Coachella Music Festival</td>
<td>21,000 riders</td>
<td>1</td>
</tr>
<tr>
<td>San Diego County Fair</td>
<td>1,500,000</td>
<td>1</td>
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<tr>
<td>OC Fair</td>
<td>1,390,000</td>
<td>13</td>
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<tr>
<td>LA County Fair</td>
<td>1,200,000</td>
<td>13</td>
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<tr>
<td>Antelope Valley Fair</td>
<td>225,000</td>
<td>10</td>
</tr>
<tr>
<td>Arizona State Fair</td>
<td>1,400,000</td>
<td>13</td>
</tr>
</tbody>
</table>

-RCS IT Traveling Network Operation & Seller Training Center-
Management and Configuration of all IT Systems including centralized Pricing and Software Update deployment.

Dell Datacenter Blade Server Rack including SonicWall Router, Cisco Core Switched & Equilogic SAN and UPS Battery backup.
RCS PAST 2019 EVENTS NETWORK

DIAGRAMS – The following illustrations are actual event network layouts from the server-based SOLARWINDS Network Management system.

All diagrams are from 2019 Events.

At the Houston Livestock Show & Rodeo, the RCS FunPass Network connects in-ground Fiber terminals around the property and converges at a central Cisco Fiber distribution switch. All switches are provided by RCS. This diagram shows all wired & wireless infrastructure. This network model has been used for over 10 years.
San Diego County Fair in 2019, RCS deployed the same model as in Houston but without the fiber distribution switch. Fiber points were vlan'd by the Fair IT.

For 13 years at the OCFair RCS has deployed the same network model used in Houston. I.E. RCS provides the Cisco fiber distribution switch and Cisco 3650 managed switches at each fiber point as the primary network backbone and infrastructure.
The same centralized fiber architecture has been used at the LA County Fair for 10 years.

The Arizona State Fair is the only large RCS event that does not have in ground fiber. The entire primary network is ethernet wire and managed Cisco switches with Ubiquiti wireless failover redundancy.
RCS 24
Wired/Wireless network

RCS Carnival Midway
Wireless Infrastructure including HD High Capacity PFW (Public Facing WiFi) for mobile app coverage in the event of cellular coverage interruption.

All photos taken on October 2, 2019 at the Arizona State Fair in Phoenix, Arizona
Wired Infrastructure Nodes are secured in tamper resistant, weatherproof, lockable Cabinets

RCS's 24 Midway Ticket boxes are hardwired to the network and equipped with Wireless Backup Infrastructure nodes. Each POS system is hardwired to a Cisco 3650 switch. It is a fully managed spanning-tree network with fail-over wireless infrastructure.

All photos taken on October 25, 2019 at the Arizona State Fair in Phoenix, Arizona
Friday, November 15, 2019

To whom it may concern,

We at ZPass take security and data control very seriously. We are the guardians of the data and our clients, including Ray Cammack Shows, do not have access to their backend data. The only access our clients have to their data is through our online management console and our inquiry and reporting features. There are absolutely no circumstances where we do, or ever will, deviate from that from this model.

Sincerely,

[Signature]

Chris McNabb
President and CEO
ZPass, LLC
www.zpassevents.com
C. Electronic Ticketing System Security Protocols

While no system can prevent 100% of fraudulent Credit Card use, at no point does the RCS FunPass Digital Ticketing System retain customer financial transaction data. All CHD (cardholder data) is P2P encrypted through PCI DSS certified devices and data. All RCS FunPass Ticketbox POS terminals prevent manual entry of cc information. 
- All transactions are processed and sent using standard encryption proposals
- RCS FunPass does not store customer credit card information
- All communications between on-premise and cloud servers uses Microsoft secured Virtual Private Networks (VPN)
- All data stored on servers is protected by multiple layers of security including Microsoft security and SQL Security. As well as 2 Factor Authentication (2FA).

RCS has completed a PCI Attestation of Compliance. Instructions for keeping the card holder data secure is included in part of the ticket seller training. We use PCI certified compliant credit card machines. The machines encrypt the CHD from the swipe to the gateway (Point 2 Point encryption).

Upon successful award of the RFP, RCS will issue a P2Pe Payment Instruction Manual to the 22nd DAA Finance Department. General guidance for Face to Face payment processing and protection of devices; Face to Face payment should be done by staff authorized to do so as part of their duties.

Physical payment devices are subjected to visual inspection each day or before use. Equipment, cabling, and connections should be inspected for signs of tampering. The working area in the vicinity of the equipment should be checked for any suspicious devices.

When a payment is being made, the customer should enter their card in the payment device. Staff should not handle the customer's card unless they have the specific permission of the customer to do so. In which case, at no point should the customer's card be out of sight of the customer.

D. Training of the FunPass System for Operators

RCS will provide in house training in English and Spanish for the following:
- Ride and Game Operators on Scanners
- Ride and Game Owners on Scanners
- Ride and Game Owners on Reports
- Ticket Sellers and Ticket Supervisors on POS Terminals
- Ticket Management Staff on Reports
- Ticket Management Staff on Kiosks
- Ticket Management Staff on Guest Services
- Any and All other training requested by the 22nd DAA
EXPLANATION OF FUNPASS SYSTEM

WELCOME TO SCANNER TRAINING FOR RIDES AND GAMES SDCF 2019.

If you need assistance check with any RCS game attendant or RCS supervisor.

FunPass Services available to help...
Text or Call the Tech department
480-231-5422
GAME DEPARTMENT AND PHILOSOPHY

GAME DEPARTMENT TEAM

The RCS Game Department Management team are some of the most innovative and honest people in the industry. Our main goal as a game department is to give back to the local communities we service in two ways. The First-through our expanding and successful Game Attendant Volunteer program. The Second is to fill our guests arm’s with as many teddy bears as they can hold.

STEVE CHARLESTON
Director of Games and Inventory
55 years Experience
30 Years with RCS

ANNE KASTL
Executive Director Games & HR
45 years Experience
38 Years with RCS

KELLY KNIGHT
Senior Games Supervisor
Water Race Specialist
48 years Experience
21 Years with RCS

DARRELL KNIGHT
Senior Games Supervisor
32 years Experience
21 Years with RCS

DJ VILLAREAL
Senior Games Supervisor
16 years Experience
16 Years with RCS

KURKY TREJO
Games LineMan
10 years Experience
20 Years with RCS

CAZVILLE PLAATJIES
Games LineMan
10 years Experience
10 Years with RCS

ANDREA WEST
Inventory Manager
9 years Experience
9 Years with RCS

CLAYTON WEST
Games LineMan
25 years Experience
15 Years with RCS

MIKE GEE
Games LineMan
30 years Experience
25 Years with RCS

ANDRE LATEGAN
Games LineMan
8 years Experience
8 Years with RCS

DAVID WEST
Games LineMan
30 years Experience
25 Years with RCS

JACQUELINE GREEFF
Games LineMan
7 years Experience
7 Years with RCS

MARCOS MENDOZA
Games LineMan
32 years Experience
32 Years with RCS

MAGALY MENDOZA
Games LineMan
32 years Experience
32 Years with RCS
OBJECTIVE

Our objective at RCS is to operate our games in an inviting atmosphere for our customer to enjoy our games and leave with smiles & arms full of toys.

EXPERIENCE

Owned, managed & operated games on RCS midway for 24 yrs prior to taking a position with them to design a game operation that enhanced the customer experience. For the past 14 years I have worked with the RCS management team to make this vision a reality. From traveling to numerous factories to ensure we have quality merchandise for our guests to working with many high school students & athletic programs to staff our games. I have worked closely with the layout of our games to ensure we place the right games in the accurate location. I have participated in round tables at conventions in prior years to discuss the game stigma & what we can do as concessionaires to improve the operation. I have operated 7 games at the San Diego County Fair for over 10 years. I completed my High School education at Pius XI in West Allis, Wisconsin & joined the family business immediately after graduation. Summers were spent working with our family on the carnival which I am a 3rd generation in the business. This industry has changed immensely & I pride myself on being able to be a part of the CHANGE.
OBJECTIVE

Our objective at RCS is to operate our games in an inviting atmosphere for our customer to enjoy our games and leave with smiles & arms full of toys.

EXPERIENCE

Steve Charleston
Director of Games & Inventory

Owner & Operator of Charleston Concessions for 30 years prior to accepting a position with RCS 14 years ago. Works closely with management on layout and specifics of game locations. Layouts of all of RCS mobile units Manages RCS inventory for game operation Steve Charleston & Ann Kastl work closely on managing RCS game operation & staff. Member of the following Trade organizations: SLA, ASA, OABA
3.7a Subcontractor Relationship Detail

RCS has 3 independent game concessionaires that contract with us on a full-time basis with their games. These 3 subcontractors also have working relationships as described below with RCS.

1. Ashlea Enterprises (Formerly dba Fubar)- Mike Ashcraft & JoAnne Leavitt
2. JACA Enterprises (Formerly Pinnacle Mgmt) Annie & Joe Kastl
3. Rogmic – Roger & Michele Leavitt

Ashlea Enterprises has owned and operated a Skeeball since 1993. Mike is a Senior Supervisor for RCS and JoAnne has over 30 years experience as an Office Administrator.

JACA Enterprises owns and operates 7 games at San Diego County Fair. Joe is a Senior Supervisor for RCS. Annie has been a consultant for RCS since the inception of the soft sale game operation that was established in 2006. Annie and Joe have owned and operated games with RCS since 1980.

Rogmic has owned and operated a Hi Striker game since 1990 with RCS. Roger is a Senior Supervisor for RCS and Michele is the Administrator of Ticket Sales for RCS.

All of the subcontractors have been a part of the soft sale merchandising game operation since it was established in 2006 on the RCS Midway. They have continued this same approach since then at the San Diego County Fair while booked as an independent game operator.

Since 2006, Ray Cammack Shows owns 80% of the games proposed in this contract for the San Diego County Fair. The subcontractors listed below are all the subcontractors that RCS is certain of their ability to operate the soft sale game approach that we believe is required to merchandise the maximum amount of prizes in a Non-Agent game environment.
CATALOG OF EQUIPMENT

RAY CAMMACK SHOWS OWNS MORE THAN 90% OF GAMES
All are available for the 2020 SDCF

GAME # 301 - BALLOON POP RACE
Type: Adult/Child
Date of Manufacture: Refurb to new 2012
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 12
Tickets Required: 8
Prize Structure: Small and Medium
Attendants Required: 2

GAME # 302 - LIGHT UP WATER
Type: Adult/Child
Date of Manufacture: Refurb to new 2012
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 12
Tickets Required: 8
Prize Structure: Small and Medium
Attendants Required: 2

GAME # 303 - BANK A BALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Jumbo & Super Jumbo
Attendants Required: 8

GAME # 305 - BALLOON
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 8

GAME # 304 - RING A DUCK
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: XLarge and Jumbo
Attendants Required: 8

GAME # 307 - FISH O MATIC
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 14 x 14
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 6

GAME # 309 - GOBLET
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 9, 15
Prize Structure: Mini, Small, Medium
Attendants Required: 8

GAME # 309 - TUBS
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Small and Jumbo
Attendants Required: 8

GAME # 310 - LITTLE SQUIRT
Type: Adult/Child
Date of Manufacture: Refurb to new 2019
Owned By: Ray Cammack Shows, Inc.
Dimensions: 18 x 12
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

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GAME DEPARTMENT AND PHILOSOPHY

CATALOG OF EQUIPMENT

RAY CAMMACK SHOWS OWNS MORE THAN 90% OF GAMES

GAME # 311- BASKETBALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 12
Tickets Required: 5, 9
Prize Structure: XLarge
Attendants Required: 4

GAME # 313- BASKETBALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 12
Tickets Required: 5, 9
Prize Structure: XLarge
Attendants Required: 4

GAME # 315- BREAK A DISH
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 ft
Tickets Required: 5, 9
Prize Structure: Small, Medium, Large
Attendants Required: 4

GAME # 316- RAINBOW
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: XL and Jumbo
Attendants Required: 8

GAME # 317- SKEEBALL
Type: Adult/Child
Date of Manufacture: Refurb to new 2019
Owned By: Ashlea Enterprises, LLC
Dimensions: 48' Lineup
Tickets Required: 7
Prize Structure: Mini, Sm, Med, XL, Jumbo
Attendants Required: 2

GAME # 318- BIG WATER
Type: Adult/Child
Date of Manufacture: Refurb to new 2018
Owned By: Ray Cammack Shows, Inc.
Dimensions: 44 ft Line Up
Tickets Required: 10
Prize Structure: Small, Medium, Large, XL
Attendants Required: 3

GAME # 319- BEER BUST
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Jaca Enterprises
Dimensions: 32 ft line up
Tickets Required: 5, 9
Prize Structure: XL and Jumbo
Attendants Required: 4

GAME # 320- MACHINE GUN
Type: Adult
Date of Manufacture: 2001
Owned By: Ray Cammack Shows, Inc.
Dimensions: 30 ft Line up
Tickets Required: 9
Prize Structure: Super Jumbo/Bikes
Attendants Required: 4

GAME # 321- MACHINE GUN
Type: Adult
Date of Manufacture:
Owned By: Jaca Enterprises
Dimensions: 36 ft Line Up
Tickets Required: 9
Prize Structure: Super Jumbo and Bikes
Attendants Required: 4

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GAME DEPARTMENT AND PHILOSOPHY

CATALOG OF EQUIPMENT

RAY CAMMAK SHOWS OWNS MORE THAN 90% OF GAMES

GAME # 322- MINI BASKET BALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Small, Medium, Large
Attendants Required: 8

GAME # 324- ONE BALL
Type: Adult
Date of Manufacture: 2017
Owned By: Jaca Enterprises
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Super Jumbo
Attendants Required: 8

GAME # 325- RISING WATER
Type: Adult/Child
Date of Manufacture: Refurb to new 2019
Owned By: Ray Cammack Shows, Inc
Dimensions: 20 x 12
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 327- BALLOON BUST
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Jaca Enterprises
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 8

GAME # 328- TOP GLO
Type: Adult/Child
Date of Manufacture: 2019
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 12
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 330- BEER PONG
Type: Adult
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium, Large
Attendants Required: 8

GAME # 331- BIG BASKETBALL
Type: Adult/Child
Date of Manufacture: 2006
Owned By: Ray Cammack Shows, Inc.
Dimensions: 42 Ft Line Up
Tickets Required: 5, 9
Prize Structure: Small, Jumbo, Super Jumbo
Attendants Required: 4

GAME # 332- BOUY
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 7, 14
Prize Structure: Mini, Small, Medium
Attendants Required: 8
GAME DEPARTMENT AND PHILOSOPHY

CATALOG OF EQUIPMENT

RAY CAMMACK SHOWS OWNS MORE THAN 90% OF GAMES

GAME # 333- ROLL A BALL
Type: Adult/Child
Date of Manufacture: Refurb to new 2020
Owned By: Ray Cammack Shows, Inc
Dimensions: 28 Ft Line up
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 335- RING A BOTTLE
Type: Adult/Child
Date of Manufacture:
Owned By: Ray Cammack Shows, Inc
Dimensions: 32 x 16
Tickets Required: 8
Prize Structure: Jumbo, Super Jumbo
Attendants Required: 8

GAME # 338- BASKETBALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc
Dimensions: 20 x 12
Tickets Required: 5, 9
Prize Structure: X Large
Attendants Required: 2

GAME # 339- BASKETBALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc
Dimensions: 20 x 12
Tickets Required: 5, 9
Prize Structure: X Large
Attendants Required: 2

GAME # 344- BUST ONE
Type: Adult/Child
Date of Manufacture:
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 4

GAME # 345- BANK A BALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Small, Jumbo, Sup Jumb
Attendants Required: 8

GAME # 350- RUNNING WATER
Type: Adult/Child
Date of Manufacture: Refurb to new 2012
Owned By: Jaca Enterprises
Dimensions: 20 x 12
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 351- BLOCK PARTY
Type: Adult
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Small, Medium, Jumbo
Attendants Required: 8

GAME # 352- MINI BASKETBALL
Type: Adult/ Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Small, Medium, Large
Attendants Required: 4
GAME DEPARTMENT AND PHILOSOPHY

CATALOG OF EQUIPMENT

RAY CAMMACK SHOWS OWNS MORE THAN 90% OF GAMES

GAME # 353- BALLOON BUST
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 4

GAME # 354- BOUY
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 7, 14
Prize Structure: Mini, Small, Medium
Attendants Required: 4

GAME # 355- BEER PONG
Type: Adult
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Med, Large
Attendants Required: 4

GAME # 357- BALLOON BUST
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 8

GAME # 358- WHAC A MOLE
Type: Adult, Child
Date of Manufacture: 2014
Owned By: Ray Cammack Shows, Inc.
Dimensions: 28 Ft Line Up
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 359- RING A BOTTLE
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 8
Prize Structure: Jumbo, Super Jumbo
Attendants Required: 8

GAME # 361- WHOPPER WATER
Type: Adult/Child
Date of Manufacture: Refurb to new 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 29 Ft Line Up
Tickets Required: 8
Prize Structure: Mini, Small, Medium
Attendants Required: 2

GAME # 364- RING A DUCK
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Xlarge, Jumbo
Attendants Required: 4

Game #365 Goldfish
Type: Adult/Child
Date of Manufacture: 2017
Owned By: JACA Enterprises
Dimensions: 14 x 14
Tickets Required: 3, 9, 15
Prize Structure: Mini, Small, Large
Attendants Required: 5

Page 69
GAME DEPARTMENT AND PHILOSOPHY

CATALOG OF EQUIPMENT

RAY CAMMACK SHOWS OWNS MORE THAN 90% OF GAMES

GAME # 366 - RAINBOW
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required:
Prize Structure:
Attendants Required:

GAME # 367 - BIG WATER 2
Type: Adult/Child
Date of Manufacture: Refurb to new 2019
Owned By: Ray Cammack Shows, Inc.
Dimensions: 42 Ft Line Up
Tickets Required: 10
Prize Structure: Small, Medium, Lg, XLarge
Attendants Required: 2

GAME # 370 - KIDDE BASKETBALL
Type: Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 ft Line Up
Tickets Required: 9, 15
Prize Structure: Mini, Small, Large
Attendants Required: 2

GAME # 371 - DUCKY DERBY
Type: Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 4

GAME # 373 - RAY'S FISHING
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium
Attendants Required: 5

GAME #377 Beer Pong
Type: Adult
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Mini, Small, Med, Large
Attendants Required: 4

GAME # 336 - HI-STRIKER
Type: Adult/Child
Date of Manufacture: 2018
Owned By: RogMic Enterprises
Dimensions: 20 x 17
Tickets Required: 5, 9
Prize Structure: Mini, Small, Medium, Lg
Attendants Required: 2

GAME #375 - BIG WATER 3
Type: Adult/Child
Date of Manufacture: 2004
Owned By: Ray Cammack Shows, Inc.
Dimensions: 42 Ft Line Up
Tickets Required: 10
Prize Structure: Small, Medium, Lg, XL
Attendants Required: 2

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GAME #312 - BASKETBALL
Type: Adult/Child
Date of Manufacture: 2017
Owned By: Ray Cammack Shows, Inc.
Dimensions: 20 x 12
Tickets Required: 5, 9
Prize Structure: XLarge
Attendants Required: 4
GAME DEPARTMENT AND PHILOSOPHY

CATALOG OF EQUIPMENT

RAY CAMMACK SHOWS OWNS MORE THAN 90% OF GAMES

Game #376- ONE BALL
Type: Adult
Date of Manufacture: 2017
Owned By: Jaca Enterprises,
Dimensions: 16 x 16
Tickets Required: 5, 9
Prize Structure: Jumbo, Super Jumbo
Attendants Required: 4

Game #378- Bottle Up
Type: Adult
Date of Manufacture: 2020
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 8, 15
Prize Structure: Jumbo, Super Jumbo
Attendants Required: 8

Game #379- Bottle Up
Type: Adult
Date of Manufacture: 2020
Owned By: Ray Cammack Shows, Inc.
Dimensions: 32 x 16
Tickets Required: 8, 15
Prize Structure: Jumbo, Super Jumbo
Attendants Required: 8
GAME DEPARTMENT AND PHILOSOPHY

It is important to take note of the difference in the game operation on the RCS midway. RCS is the largest scaled carnival in the country to believe in a non agent soft-sale approach to gaming. Our philosophy is one of non-intimidation and quite simply put...the merchandising of teddy bears. Our goal is to give away as many prizes as possible while helping our guests to have the most enjoyable and memorable experience possible!

Ray Cammack Shows began as a primarily ride focused company in 1961 and after 44 years of refining it’s ride division Guy and Charlene Leavitt had one last mission to conquer. It was Guy’s vision and desire to change the negative stigma and experience offered by most carnival game operations. In 2005, he, along with two of the industry’s most experienced and innovative game operators, Anne Kastl and Steve Charleston developed together, the country’s largest soft sale game operation. Observing a soft sale focused carnival out of the Pacific Northwest was the perfect place to start. After a few years of planning, and with a lot of help from Mr. and Mrs. Burback from Funtastic Shows, Ray Cammack Shows ventured into the merchandising of teddy bears. The goal of staffing our midway games with friendly and approachable game attendants that would encourage guests to play games became a reality and has grown into a large-scale operation of success.

We now have evolved into an operation that has thousands of high-school and college based volunteer programs throughout the country annually. Starting in Houston, Texas at Kempner High School with the High School Football Coach in 2010, Anne Kastl has developed a program unlike any other. It now spans across dozens of schools and organizations throughout Texas, Arizona and California and provides our games with the type of game attendants we envisioned years ago. Our basketball games are staffed with local high school basketball teams, our other games with varying school organizations, sports teams and church groups. Over 75% of our game operation is locally sourced and staffed athletic, school and church organizations.
October 9, 2018

Guy & Charlene Leavitt
Ray Cammack Shows
Laveen, Arizona

Guy & Charlene,

Just wanted to take a few minutes and drop you a line to compliment you both on your game operation. I have been observing your game operation since its inception just a few years back. You should be proud. Your type of operation is often professed by many in our business, but seldom carried out.

There is nothing that sets the tone of a carnival or fair more than a bad game operation. Like you, we had to take over the games on our carnival because we could not get the independent operators to have a liberal win policy. Like you, I and the fairs we service have benefited greatly from the complete control the ownership of all games gives.

Again... My compliments and hope that in the future you will be able to write concession contracts at your fairs that lets you continue the large return to your customers of those irresistible stuffed animals.

Warm Regards,

Ron Burback
Past Chairman, Outdoor Amusement Association
Past President Showmen’s League of America
Past President The Carnival Guild
GAME DEPARTMENT AND PHILOSOPHY

VOLUNTEER GAME ATTENDANT PROGRAM

Giving back to our local communities is one of the most important aspects of our business and to our family. In 2009, we ventured into a new idea of the typical game operator. We began by reaching out to local communities at all of our locations we travel to. Nothing goes hand and hand with a softer approach to gaming than local, good hearted kids wanting their fellow attendees to enjoy themselves.

Beginning with just a small group of high school sports teams, our Executive Director of Games, Anne Kastl, has grown this program into one helping dozens of schools, churches and sports groups at all of our events. In one event alone, she provides opportunities for over 800 high-school aged teens every year from all around the surrounding communities.

RCS truly enjoys getting to know these kids, their programs and what they are raising money for. More often than not, we supplement what they are raising funds for to help them reach their goal. We have enjoyed purchasing wrestling mats for schools that have never had before, to sending church groups on missions around the World. Learning about their goals and hopes for the future reassures us to know we are helping our future generations succeed. Almost as rewarding as seeing the prizes fly off the shelves, is knowing the kids behind the game counters are also being successful in their goals for the future.

OVER $500,000 IN FUNDS RAISED FOR LOCAL PROGRAMS
GAME DEPARTMENT AND PHILOSOPHY

EXAMPLE PICTURES OF GAME OPERATION, ATTENDANTS, STOCK THROW AND APPEARANCE

Game Attendant at Rodeo Houston March 2019

Game Attendant at Rodeo Houston March 2019
Uniform Custom Game Tops - Taken Rodeo Houston 2019

Evidence of Operation in Large Crowds- Houston 2019
EXAMPLE PICTURES OF GAME OPERATION, ATTENDANTS, STOCK THROW AND APPEARANCE

Soft Sale Attendant helping customer - SDCF 2019

100% LED Lights in all games - SDCF 2019
GAME DEPARTMENT AND PHILOSOPHY

EXAMPLE PICTURES OF GAME OPERATION, ATTENDANTS, STOCK THROW AND APPEARANCE

Local High School Volunteer Game Attendants- HLSR 2019

Family Friendly Games- LACF 2019
EXAMPLE PICTURES OF GAME OPERATION, ATTENDANTS, STOCK THROW AND APPEARANCE

Cleanliness and Attention to Detail - SDCF 2019

Friendly Game Attendants - OCF 2019
EXAMPLE PICTURES OF GAME OPERATION, ATTENDANTS, STOCK THROW AND APPEARANCE

25 % Minimum Stock Throw - OCF 2018

Game Stock Inventory - SDCF 2019
SAMPLE PHOTOS OF GAME SIGNAGE USED IN GAMES.

Sample Game Signage - SDCF 2019

Sample Game Signage - ASF 2019

Sample Game Signage - SDCF 2019
GAME DEPARTMENT AND PHILOSOPHY

SAMPLE PHOTOS OF GAME SIGNAGE USED IN GAMES.

Sample Game Signage - SDCF 2019

Sample Game Signage - ASF 2019
CUSTOM INVENTORY TRACKING SOFTWARE

Ray Cammack Shows began its search for an inventory tracking system that would enable them to ensure a 25-30% stock giveaway daily.

After lots of research the team realized that an off the shelf system just wouldn’t work. Since there are no other similar game operations of its size using a system like this, the team would venture into a custom software program. After many years and many different companies, RCS finally found a programmer and a system that would work. Anne Kastl and Steve Charleston developed from scratch a very robust inventory tracking system for the game department, the only one of its kind. Upon delivery, the items are tracked from the inventory warehouse and remote warehouses by a barcode system. This system allows the game managers to monitor, order, and ensure our stock giveaway is always within our required threshold.

Ray Cammack Shows is one of the largest distributors of plush in the country. We have recently began to outsource our inventory directly from the manufacturers and have the capability of customizing and branding items for each individual event.
October 10, 2018

SUBJECT: Automation of RCS Fun Warehouse Function

BACKGROUND: Late in the year of 2013, RCS Fun management engaged Paladin Enterprises to develop and implement a state-of-the-art barcode driven warehouse management system. After an onsite feasibility study, key members formulated a unique design on how the system could be created and quickly implemented for the upcoming year of 2014.

The design had to accommodate rapid game booth stock upon midnight closure and the technology had to allow for implementation of the software to function when wireless internet was not available at the start and end of a specific carnival event.

HISTORY OF THE SYSTEM: The initial implementation was to take a total “pen and paper” count/usage system to a computerized system with distributed handheld barcode scanners. The management team, over the years had formulated a superb Excel spreadsheet design and it was highly desirable to carry this output over to an automated system. Thus, the new design became centered around Excel spreadsheet data to create the system and keep it current and to output this same format for management reporting.

The initial system was installed on schedule and budget for the start of the new carnival year of 2014 that began in Houston, Texas. The system originally kept track of usage by each vendor’s unique UPC barcodes for every item purchased from the vendors.

The following year, in 2015, the team reassembled and drafted a new warehouse strategy defined as “price point stock pooling.” Under this concept, unique stock items were still received and tracked to vendor invoices by the vendor’s UPC, BUT once the items were matched to a packing slip, they were pooled into a specific “price point.”

This was implemented in the year of 2016 along with the addition of handheld tablets for game booth restocking requests. The tablets were much more visual in nature and they could give a restock person a one to four week stock usage history, price point by price point.

Year 2017 saw the advancement in management warehouse reporting strategies such as the inclusion of low balance reorder point triggers of certain stock items. This is a bit more challenging for a carnival that moves multiple times per year, causing fulfillment times for the same stock item to change from event to event. New reports were also implemented to help management in forecasting how much stock to order as an event winds down.

Year 2018 saw the implementation of more graphic reports into the system along with beginning to replace aging barcode hardware. A plan to potentially replace some or all of the existing hardware with RFID tagging has begun to surface at the present time and will be a part of the 2019 “constant improvement strategy” of our system.

Steven A. Cunningham | Principal Partner | 404-307-7106 | SteveCunningham@MindSpring.com
To whom it may concern:

My name is Michael Lauber. I am President of Fiesta concession, Fiesta is a Plush toy manufacturer based in Los Angeles Ca. Fiesta has been in the plush toy business since 1972, longer than any other amusement plush toy company operating in the U.S. today. We are members of the Toy Industry of America and I am a founding member of the Stuffed Toy Manufacturers Association.

Fiesta operates a retail plush division as well as an amusement division. Some of Americas biggest brands such as, Disney, Universal Studios, Nickelodeon, Lifeway Christian stores, Cracker Barrel, American greetings and Nordstrom’s, to name a few that have entrusted Fiesta to manufactures their plush toys under private label.

Our amusement division currently sells every theme parks chain including Six Flags Theme Parks, Cedar Fair Theme Parks, Busch SeaWorld Theme parks as well as 90% of the independent theme parks and travelling carnivals in the US. We also sell internationally to between 70-80 theme parks in Europe, Asia and the Middle East.

I have been selling plush toys to Ray Cammack Shows for over 30 years.

In my opinion, RCS is not only the finest travelling carnival in the business today but its compares to and exceeds most of the theme parks as far as guest experience, ingenuity, integrity, cleanliness, attention to detail and customer service and most importantly for the game player a very high win ratio. RCS plush purchases exceed most theme parks plush purchases for parks with similar yearly attendances. The win ratio has a direct impact on consumer satisfaction as equates to more satisfied winners.

The RCS reputation is impeccable in the amusement industry and is known worldwide. I have arranged personal tours of the RCS operation for representatives from Six Flags, Knotts Berry Farm (Cedar Fair Parks) Lagoon amusement park, HB leisure, game operators for Legoland in the U.S. and over 50 parks in Europe and the Middle East. The RCS staff has always been courteous and always willing to share operational information. Visiting and learning from the RCS staff is like taking an MBA course in advanced customer satisfaction.

The RCS game operation, and I can speak with expertise, is one of the best in the industry. The games are run to assure that the guest has a great experience through fairness, good quality prizes and no pressure. The staff is clean, polite and honest.

In my opinion, Ray Cammack shows has a set a standard that cannot be matched.

Michael Lauber
President Fiesta
Michael@fiestatoy.com

Quality, Value & Service Since 1972
Visit us at: www.fiestatoy.com
Email: fiesta@fiestatoy.com
October 11, 2018

To whom it may concern,

Kellytoy has been in the plush toy business for 33 years, and is one of the largest suppliers of plush in the World. We sell to the Retail and Amusement Industries. We Design, Manufacture and Distribute our Plush Lines to Major Retailers, Amusement Parks and Carnivals in over 80 Countries.

Kellytoy is one of the key suppliers to Ray Commack Shows (RCS). For several years, RCS has been one of the leading purchasers of amusement and carnival prizes in the country. Their Operation is by far the best in the United States, in terms of always giving the feel and experience of an Amusement Park. Their Games have the Highest Quality and Hottest Trends in the Industry, and are very appealing to every customer out there on the Midway.

RCS does a wonderful job in running their operations, with courteous and very professional and experienced staff. The presentation of their games are always felt with the great touch of a dedicated team of employees, that create a unique atmosphere and excitement for the customers to play the games.

We are proud to be a key vendor of RCS, and are always excited to work with the buying team to create a unique prize experience, with the best possible value in the industry.

Thank you as always.

Sincerely,

Jonathan S. Kelly
CEO, Kellytoy Worlwide, Inc.
### SAMPLE INVENTORY REPORT

SAMPLE INVENTORY REPORTS - BY GAME AND PRICE POINT OF STOCK - AVAILABLE DAILY BY GAME

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HUMAN RESOURCE TEAM

Our Human Resource Team is made up of several very talented people. It takes a tremendous amount of experience and knowledge to be able to hire, train and cultivate employees for the hundreds of positions available in a very short time frame. It has taken us 57 years to have the level of professionalism and ability to source, process and train employees that meet our very high-quality standards on our Midway. We could not accomplish this without our Team that head up our Employee Services and Human Resource Department.

ANNE KASTL
Exec. Director Human Resources
45 years Experience
38 years with RCS

MINDY FORRESTER
Director of Human Resources
32 years Experience
30 years with RCS

CHAD BENNETT
Director of Payroll
15 years Experience
16 years with RCS

TRACY CREASON
Traveling Employee Coordinator
36 years Experience
23 years with RCS

ROBIN WILLIAMS
Local Ride Employee Coordinator
6 years Experience
6 years with RCS

ALECIA VON TONDER
Local Game Employee Coordinator
6 years Experience
6 years with RCS

CHANEL MOSES
Uniform Depot Coordinator
3 years Experience
3 years with RCS

BIANCA VERMEULEN
Uniform Depot Coordinator
2 years Experience
2 years with RCS

LUIS MADRIGAL
Employee and Volunteer Coordinator
11 years Experience
11 years with RCS
HIRING PROCESS

1) Check in - If you have completed your online application please proceed to step 1.
2) Credentials - Please make sure you have your acceptable form of identification ready.
3) ID Badging - You will be taking a picture that will go on your work ID badge. Smile for the camera.
4) Drug Testing - All of our employees must be able to pass a pre-employment drug test screening. Be sure you can produce a sample before going to drug testing.
5) Orientation - Please silence all phones before entering the training center, make sure you enter the correct orientation class.
6) Check Out - Proceed to the checkout step once you have completed all hiring process steps.

Custom Fully Mobile Employee and Volunteer Dispatch and Processing Center.

5 Fully Custom service windows for processing thousands of volunteers and local employees at every event.

Four Window Fully Custom Uniform Dispatch Trailer.
Employee Time Card

<table>
<thead>
<tr>
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<th>Stop Time</th>
<th>Paid Time</th>
<th>Description</th>
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2018-02-27
T21:52:02-06:00

I agree to the above Hours and Paid Time.
SAMPLE TIME CARD FOR EMPLOYEE. 100% OF RCS EMPLOYEES ARE PAID HOURLY AND OVERTIME IF SUBJECT TO OVERTIME.

All The Features You Need
INCLUDED WITH MOST CLOCKS

- PIN Punching
  You have the option of setting your own
  time in and out using a PIN.

- Time Off Requests
  Can make time off requests directly
  on your clock.

- Job Tracking
  You can track hours worked on specific jobs
  while doing your work.

Make critical business decisions based on real-time data.

Create as many departments as your heart desires.

Page 91
RE: OABA’s Circle of Excellence

October 10, 2019

Dear Sir/Madam,

I am submitting this letter of recommendation on behalf of Ray Cammack Shows (RCS).

RCS is an exemplary employer who’s standards far exceed industry standards in all measurable matrixes. RCS continues to raise the bar when it comes to attention to detail (both great and small — even as simple as knowing exactly where a trash can is placed or a safety detailed is displayed).

RCS goes to great lengths to create a value driven culture for their partners, employees, vendors, and patrons. Safety Training is a central and continuous focus as is accountability, professional presentation, and the absolute goal of wholesome family FUN.

Practical Employee Solutions (est. 1996, located in Frisco, TX) files H-2B Visa Temporary Labor Certifications for over 50 outdoor entertainment employers and 500 plus employers in other industries. As the Owner and Founder, I can attest without a single doubt, RCS is one of the leading trend setters when it comes to being an exemplary employer. They truly set the standards that others try to follow, but often come up short. Their workers are vetted, E-Verified, drug tested, and are held accountable for behavior while on the grounds of the events (on or off duty).

They accept change as a positive force. RCS understands the partnership with Fair Boards and at the end of the day understands you are only profitable, respected and honored when all partners can monetize their passion and FUN is the adjective that describes the experience. In my opinion, RCS sets the “gold Standard” in safety, management, and operations of the carnival industry.

Sincerely,

[Signature]

Veronica Birkenstock
Owner
Practical Employee Solutions

Practical Employee Solutions
7776 Main Street
Frisco, TX 75033
O: +1 (972) 778-9690
F: +1 (214) 317-4004
Employee Housing:

RCS Sleeping quarters (bunkhouse) and RV regulations and requirements
Failure to comply may result in asking you to vacate the RCS Park.
RCS has adopted the OABA mobile sleeping guidelines, (see attached) in addition to
the RCS regulations.
Ray Cammack Shows has a goal of providing the industry's best options for housing our employees.

We strive to purchase 2-3 new housing quarters per year in order to replace worn out or tiring trailers. We provide rent free, high quality living to our employees and adhere to the industry's strictest guidelines and more.

Each employee is given their own room with sometimes shared rest room accommodations. RCS provides laundry trailers as well as full laundry services if desired by the employee. This helps to ensure the highest quality uniform cleanliness that we require.

It is our goal to provide the best living arrangements for our employees so that they may come to work fully rested and happy. We believe that in our “small town” we must provide all the necessities that anyone could need while on the grounds.

Our small traveling store provides basic toiletries, basic trailer supplies, snacks, bedding and some clothing. Our full service laundry and also a coin operated laundry is also available to our employees.

RCS adheres to a strict curfew policy, a strict no-smoking in the room policy and many more. These are items that are listed in our Living Quarter Handbooks that is available for your review should it be requested.

- Spacing Requirements
- Pet Policies
- Children Policies
- Curfew
- Cleanup Expectations
- Fire Extinguishers and Smoke Detectors
- First Aid Kits
- Smoking Policy
- Fire Prevention Requirements
- Outside and Inside quality control
- Cooking Outdoors Requirements
- Outside Light Requirements
- Tables, Chairs and Overhead Awning Requirements
- Restrooms
- Maintenance Expectations
- Bike Policy
- Parking Policy
Ray Cammack Shows believes there are 4 key items needed to maximize revenue in the game department. Game Attendants, Merchandise, Strategic Placement of Games and Promotions. If all tools are implemented to best of the operator and the partner Event's ability both will benefit.

RCS proposes that in the 2020 San Diego County Fair they would like to continue to provide local high school and college students along with our staff to operate and entertain our customers while maximizing game revenue. By providing the country's largest soft sale game operation to our guests we are creating an atmosphere that invites the guests to stay longer and enjoy their experience. This will be measured in higher per-cap not only in the game revenue but will carry over all entities of the San Diego County Fair.

RCS' goal is to give away as many teddy bears and prizes possible. We LOVE to see our guest's arms and "Brag Bags" absolutely full. We believe this is the best marketing tool we could ever invest in. If customers believe they will win they will continue to play. We will maximize revenue by continuing to travel to the country's largest trade-shows to pick out the trendiest and most desired items. We have also begun customizing and creating prizes that we believe make us stand out from the rest. Our goal is to in future increase minimum stock throw from 25-30% by working with our partners on financial arrangements that will allow us to do so.

The third item that ensures maximum game revenue is strategic placement of games throughout the midway. With our detailed reports accessible through FunPass we are able to gather information and pre-plan placement of games. We are also able to utilize the hourly reports to make "real time" changes in game operation, staff placement, and more. We utilize these reports and our many years of experience to ensure each event has the absolute best assortment of skill-based games placed in the optimum locations to draw maximum revenue.

Every customer at every event in the world is looking for the best deal available to them. By offering good promotions to these customers it benefits everyone. RCS plans on working with the marketing and ticketing staff at the San Diego County Fair to help obtain this goal. We have many years experience and data to back up different promotion options. We look forward to working with the knowledgeable staff at SDCF to maximize game revenue through promotions.
2019 San Diego County Fair- 53 games
2019 Houston Livestock Show & Rodeo-
60 games

2016 Pima County Fair - 45 games
2018 LA County Fair - 55 games

2018 OC Fair - 55 games
Online Service Provider:

Ticket CoStarts LLC is our current Online sales provider:

Rob Corbet Ticket CoStars LLC
51 S Fairview AVE
Dover, Ohio 44622

Ticket Costars charges a percentage fee of Sales as their fee for selling all Carnival Products online. “Sales” is defined as the collected product sale price and does not include Service Fees. There also is a one time software setup fee of $500.

The Service Fee charged to online Customers is under the control of the Fair and represents an additional revenue stream. Ticket Costars is capable of processing online credit card transactions through various gateways, including the 22nd DAA Merchant account. Ticket Costars meets all PCI requirements and is listed on the PCI Organization website as a verified Vendor, in addition Ticket Costars has an Attestation of Compliance.

RCS has worked with Ticket Co Stars for the last 10 years. We have sold Ready to use products that are redeemed directly at rides and games using a QR code. We have also sold PreSale and regular priced WB. These are redeemed through a ticket box on site at the event. The implementation of the online sales guidelines regarding the particulars of the "presale or other special" are controlled in the "setup" through ticket costar’s and on the backend through the FunPass Digital ticketing.
Previous and or Current Game Promotions:

**Houston Livestock Show & Rodeo**— Pre Sale Books sold

$50 Pre-Sale book inside offered 2 coupons. Verbiage: Buy 1 Game and a Friend Plays Free. Value up to 12 tickets

$10 Pre-Sale book inside offered 1 coupon. Verbiage: Buy 1 Game and a Friend Plays Free. Value up to 12 tickets

**Pima County Fair, Orange County Fair & Arizona State Fair**

$3 games. FunPass system sets ticket value to deduct during promotion times and once time is completed, FunPass system will go back to original value price games. Wednesday 12-6pm.

**San Diego County Fair** – SDCF (2016-2019), Los Angeles County Fair-LACF (2019), Arizona State Fair- ASF (2015-2018), Antelope Valley Fair –(AVF has their own booklet savings)

Offered Passport to Savings Coupon. Verbiage: Buy 1 Game and a Friend Plays Free. Value up to 12 tickets. Some game exempts, cannot be combined with other promotions or coupons.

**OCFair, Antelope Valley Fair, Los Angeles County Fair & Arizona State Fair**

Unlimited Ride Wristband offers 2 Free Games (redeem via scan barcode on wristband). $5.00 revenue goes to Games($2.50 per game scan).

Ray Cammack Shows has worked with their Fair Partners to implement various game promotions over the years. All with the intent to increase revenue and give the customer an incentive or deeply discounted value to drive more revenue to the games. The most successful promotions have been added games to our wristbands and Buy One Get One Free Coupons. We have seen over 30% increase in revenue after implementing the wristband promotion alone. The BOGO coupon allows RCS to demonstrate the ease of winning a game and push more impulse players that might not have ever played a game prior.
3.7M List of Subcontractors

RCS has 3 independent game concessionaires that contract with us on a full-time basis with their games. These 3 subcontractors also have working relationships as described below with RCS.

1. Ashlea Enterprises (Formerly dba Fubar) - Mike Ashcraft & JoAnne Leavitt
2. JACA Enterprises (Formerly Pinnacle Mgmt) Annie & Joe Kastl
3. Rogmic - Roger & Michele Leavitt

Ashlea Enterprises has owned and operated a Skeeball since 1993. Mike is a Senior Supervisor for RCS and JoAnne has over 30 years experience as an Office Administrator. Ashlea operates and owns the Skeeball.

JACA Enterprises owns and operates 7 games at San Diego County Fair. Joe is a Senior Supervisor for RCS. Annie has been a consultant for RCS since the inception of the soft sale game operation that was established in 2006. Annie and Joe have owned and operated games with RCS since 1980. JACA operates games, 319, 321, 324, 327, 350, 365 and 376 listed in the game catalogue.

Rogmic has owned and operated a Hi Striker game since 1990 with RCS. Roger is a Senior Supervisor for RCS and Michele is the Administrator of Ticket Sales for RCS. Rogmic operates and owns the Hi-Striker.

All Pre-Agreements and Proof of Insurance is attached below
Independent Operator Pre-Agreement

This Agreement is between Ray Cammack Shows, Inc. ("RCS") and
TACA ENT INC. ("Operator"). RCS has received a Request For Proposal
("RFP") to operate the electronic ticketing and game at the San Diego County Fair (the "Venue")
during the period from 2020-2022 with two (2), one (1) year options to renew (the "Operations
Period"). The Venue has required that RCS confirm the availability of independent operators that
will be included in the RCS bid (the "Bid"). Operator represents, warrants and covenants to RCS
as follows:

1. Operator desires to be included in the Bid to operate the equipment described on Exhibit
   A attached hereto (the "Equipment").

2. Operator has read the RCS form final Independent Operator Agreement (the "Final
   Agreement") and Operator understands the requirements for operating equipment at the
   Venue as set forth in the Final Agreement.

3. The Equipment is available for placement at the Venue for the entire Operations
   Period and Operator has not entered into any agreement or commitment relating to
   the Equipment that could prevent operating the Equipment at the Venue for the
   entire Operations Period.

4. Operator shall not participate in any other bids or make application to place the
   Equipment at the Venue, or any other fair, carnival or venue, other than through RCS
   unless and until the RCS Bid is formally rejected by the Venue.

5. Operator is the legal owner of the Equipment and has all authority necessary to
   enter into the Final Agreement and operate the Equipment at the Venue during the
   Operations Period. If Operator is not the legal owner of the Equipment, the legal
   owner of the Equipment is

6. Operator agrees that if the Bid is accepted and a Final Agreement is signed by RCS and
   Operator for operation of the Equipment at the Venue, Operator will not operate the
   Equipment at any other carnival, fair, amusement park or other venue during the
   Operations Period.

7. Operator acknowledges and agrees that this Agreement is for the sole purpose of
   confirming the availability of the Equipment upon which RCS may rely in submitting its
   Bid. If a Final Agreement is consummated, Operator acknowledges that it will be
   renewed on a year to year basis at the discretion of RCS and after a operation evaluation.

Operator:

[Signature]
By: [Signature]
Its: [Signature]

Date: 10/18/2019
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policyholder(s) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of this policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Kalfi Insurance
2009 NW Military Hwy
San Antonio, TX 78213

**INSURED**

JACA Enterprises Inc.
5500 Equestrian Trail
Phoenix, AZ 85044

**COVERAGES CERTIFICATE NUMBER:** CL19101721940 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERMIT, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 19):** Additional Rename Schedule may be attached if more space is required.

**CANCELLATION**

Certificate Holder: 22nd Doa/2nd Del Mar Fairgrounds
2296 Jimmy Durante Blvd
Del Mar, CA 92014

**AUTHORIZED REPRESENTATIVE:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE
(Named Third-Party)

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below.

4. Other Insurance

a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect to work performed by you under written contractual agreement with said Third Party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Third Party to whom this endorsement applies is:

22nd DAA/ Del Mar Fairgrounds
2260 Jimmy Durante Blvd.
Del Mar, CA. 92014

Event Date: May 29 – July 12, 2020 (includes set up and tear down)

Absence of a specifically named Third Party above means that the provisions of this endorsement apply “as required by written contractual agreement with any Third Party for whom you are performing work”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent of the Policy)

Endorsement effective: May 29, 2020 Policy No.: MKL03300(renewal of) Endorsement No.:

Named Insured: JACA Enterprises, Inc.

Authorized Agent

MHK/FF/198 MHK/FF/198

Page 106
POLICY NUMBER: MKL03300

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:


(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
INDEPENDENT OPERATOR AGREEMENTS & INSURANCE

POLICY NUMBER: M01395500

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Toro the State of California, The 22nd District Agricultural Association, The San Diego County Fair, The 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, and any additional insureds, but only with the extent of the work performed in the operations under this contract as a unit. This Endorsement provides a 30 day notice of cancellation for all limits of coverage effective San Diego County Fair May 8 - July 12, 2009 (including set-up & tear down)

Location(s) Of Covered Operations

3rd St/Oran Grove
1250 Jimmy Durante Blvd
Del Mar CA 92014

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
Independent Operator Pre-Agreement

This Agreement is between Ray Cammack Shows, Inc. ("RCS") and [Operator]. RCS has received a Request For Proposal ("RFP") to operate the electronic ticketing and gate at the San Diego County Fair (the "Venue") during the period from 2020-2022 with two (2), one (1) year options to renew (the "Operations Period"). The Venue has required that RCS confirm the availability of independent operators that will be included in the RCS bid (the "Bid"). Operator represents, warrants and covenants to RCS as follows:

1. Operator desires to be included in the Bid to operate the equipment described on Exhibit A attached hereto (the "Equipment").

2. Operator has read the RCS form final Independent Operator Agreement (the "Final Agreement") and Operator understands the requirements for operating equipment at the Venue as set forth in the Final Agreement.

3. The Equipment is available for placement at the Venue for the entire Operations Period and Operator has not entered into any agreement or commitment relating to the Equipment that could prevent operating the Equipment at the Venue for the entire Operations Period.

4. Operator shall not participate in any other bids or make application to place the Equipment at the Venue, or any other fair, carnivals or venue, other than through RCS unless and until the RCS Bid is formally rejected by the Venue.

5. Operator is the legal owner of the Equipment and has all authority necessary to enter into the Final Agreement and operate the Equipment at the Venue during the Operations Period. If Operator is not the legal owner of the Equipment, the legal owner of the Equipment is [Operator]

6. Operator agrees that if the Bid is accepted and a Final Agreement is signed by RCS and Operator for operation of the Equipment at the Venue, Operator will not operate the Equipment at any other carnival, fair, amusement park or other venue during the Operations Period.

7. Operator acknowledges and agrees that this Agreement is for the sole purpose of confirming the availability of the Equipment upon which RCS may rely in submitting its Bid. If a Final Agreement is consummated, Operator acknowledges that it will be renewed on a year to year basis at the discretion of RCS and after an operation evaluation.

Operator:

By: [Operator]

Date: 10-18-19

[Operator]
# Certificate of Liability Insurance

**ACORD Corporation**

**Certificate of Liability Insurance**

**Date (MM/DD/YYYY):** 10/17/2019

**This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. The certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.**

**Important:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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<tr>
<td>Kuliff Insurance</td>
<td>Rolanda Maksawal</td>
<td>(210) 629-7634</td>
<td>(210) 629-7638</td>
<td><a href="mailto:rolanda@kuliff.com">rolanda@kuliff.com</a></td>
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<tr>
<td>San Antonio</td>
<td>TX 78213</td>
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**Insurers:**

- Rognic Enterprises
- 1902 Park Avenue
- Slings BD 57785

**Certificate Number:** CL1910721/7641

**Revision Number:**

**Coverages:**

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**Description of Operations/Location/ Vehicles:**

Additional Insureds:

- Insured
- Insured B
- Insured C
- Insured D
- Insured E
- Insured F

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

Pradift H. Kuliff

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
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SCHEDULE

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(Named Third-Party)

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PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below.

4. Other Insurance

a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect to work performed by you under written contractual agreement with said Third Party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Third Party to whom this endorsement applies is:

22nd DAA/ Del Mar Fairgrounds
2260 Jimmy Durante Blvd.
Del Mar, CA. 92014

Event Date: May 29 – July 12, 2020 (Includes set up and tear down)

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work”.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent of the Policy)

Endorsement effective: May 29, 2020   Policy No.: MKL03275(renewal of)   Endorsement No.:

Named Insured: Rognic Enterprises

Authorized Agent

MHK/FF/198

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

<table>
<thead>
<tr>
<th>Place of Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>22nd DDA (Del Mar Fairgrounds)</td>
</tr>
<tr>
<td>2200 Jimmy Durante Blvd</td>
</tr>
<tr>
<td>Del Mar CA 92014</td>
</tr>
</tbody>
</table>


Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
Independent Operator Pre-Agreement

This Agreement is between Ray Cammack Shows, Inc. ("RCS") and Ash ("Operator"). RCS has received a Request For Proposal ("RFP") to operate the electronic ticketing and game at the San Diego County Fair (the "Venue") during the period from 2020-2022 with two (2), one (1) year options to renew (the "Operations Period"). The Venue has required that RCS confirm the availability of independent operators that will be included in the RCS bid (the "Bid"). Operator represents, warrants and covenants to RCS as follows:

1. Operator desires to be included in the Bid to operate the equipment described on Exhibit A attached hereto (the "Equipment").

2. Operator has read the RCS form final Independent Operator Agreement (the "Final Agreement") and Operator understands the requirements for operating equipment at the Venue as set forth in the Final Agreement.

3. The Equipment is available for placement at the Venue for the entire Operations Period and Operator has not entered into any agreement or commitment relating to the Equipment that could prevent operating the Equipment at the Venue for the entire Operations Period.

4. Operator shall not participate in any other bids or make application to place the Equipment at the Venue, or any other fair, carnival or venue, other than through RCS unless and until the RCS Bid is formally rejected by the Venue.

5. Operator is the legal owner of the Equipment and has all authority necessary to enter into the Final Agreement and operate the Equipment at the Venue during the Operations Period. If Operator is not the legal owner of the Equipment, the legal owner of the Equipment is

6. Operator agrees that if the Bid is accepted and a Final Agreement is signed by RCS and Operator for operation of the Equipment at the Venue, Operator will not operate the Equipment at any other carnival, fair, amusement park or other venue during the Operations Period.

7. Operator acknowledges and agrees that this Agreement is for the sole purpose of confirming the availability of the Equipment upon which RCS may rely in submitting its Bid. If a Final Agreement is consummated, Operator acknowledges that it will be renewed on a year to year basis at the discretion of RCS and after a operation evaluation.

Operator:

Ash [Signature]

By: [Signature]

Date: 10/18/19

Operator: [Signature]

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policyholder must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain loss amounts may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of endorsement(s).

PRODUCER:
Kuliff Insurance
2006 Hwy Military Hwy
San Antonio TX 78213

INSURER:
Michael Ashcraft & Jo Anne Leavitt, DBA: Ashcoa, LLC
8335 W. Happy Valley
Suite A104, PMB 484
Glendale AZ 85302

INSURERS AFFIRMING COVERAGE
NAME #

ISSUER:
Caitlin Umbrellas at GlendaleAZ

REV. #:

CERTIFICATE NUMBER:
CL1091621486

COVERAGE START DATE: 02/01/2019
COVERAGE END DATE: 02/01/2020

INSURER D:
State Compensation Ins. Fund

INSURER F:

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES: AVE. NO. Additional/Remote locations may be added if more space is desired.


CERTIFICATE HOLDER:
22nd DA/SD County Fairground
2660 Jenny Durante Blvd
Del Mar CA 92014

AUTHORIZED REPRESENTATIVE:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (201803)
The ACORD name and logo are registered marks of ACORD
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE
(Named Third-Party)

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other insurance and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below.

4. Other insurance

a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect to work performed by you under written contractual agreement with said Third Party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Third Party to whom this endorsement applies is:

22nd DAA/ Del Mar Fairgrounds
2200 Jimmy Durante Blvd.
Del Mar, CA. 92014

Event Date: May 29 – July 12, 2020 (includes set up and tear down)

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third Party for whom you are performing work".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent of the Policy)

Endorsement effective: May 29, 2020 Policy No.: MKL03284(renewal of) Endorsement No.:

Named Insured: Ashlea, LLC

[Signature]
Authorized Agent

MHK/FF/198 MHK/FF/198

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INDEPENDENT OPERATOR AGREEMENTS & INSURANCE

POLICY NUMBER: MKL033284

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR

CONTRACTORS - SCHEDULED PERSON OR

ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to those additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repair) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG2010 07/04

Copyright, ISO Forms

MHK/FF4073

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3.7m
POLICY NUMBER: MKI.03284

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:


(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

Copyright, Insurance Services Office, Inc., 1992
Page 1 of 1
Additional Items required as listed in Scoring Process Portion

1. Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints.

"Future Proofing" is RCS's overarching Hardware, Software and Configuration strategy since the origin of FunPass Carnival digital barcode ticketing in 2006. All components and software assets are implemented with a minimum longevity expectation 5-8 years or more.

Critical hardware i.e. servers, ticket redemption scanners, POS terminal components, Network switching & wireless are intentionally ubiquitous and maintained with support contracts by primary, stable providers such as Zebra (Symbol), Motorola, Microsoft, Citizen, Cisco and Dell.


All IT Techs are evaluated, drug tested, certified and trained. The core staff has over 70 years combined Carnival Digital Ticketing experience. Note: RCS has never had a full failure of it's FunPass sytem since its introduction in 2006.

2. Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc.

"Presale" with the RCS FunPass Ticketing system are extremely easy and flexible. Because FunPass is based on QR Codes and Barcodes, RCS's events have been able to sell carnival tickets or vouchers either online, or in retail stores as preprinted coupons for a decade.

The pre-sale purchases can either require onsite "redemption" or be "ready to use"; meaning the customer can simply take their pre-purchased QB/Barcoded item directly to the Carnival midway and use at rides or games.

With the FunPass system, variable, randomized QBR/Barcode numbers are generated internally and transmitted to printers and/or online web sales providers digitally. All perimeters, (value, dates, tickets, etc.) pertaining to the eventual use of the barcode number groups are controlled in FunPass. A QR/Barcode can be anything from a single ride, game or food item, to a large number of rides and or games, over specific or unlimited date ranges.

Note: In the RCS FunPass Ticketing system, a set of QB/Barcode numbers with unique values for pre-sale or distribution are called "SPECIALS".

Page 119 Additional Grading Scale items
Fulfillment is entirely flexible. QR/Barcodes can be printed as coupons to be redeemed at a ticketbox or they can be printed as hard paper tickets or wristbands that are "Ready to Use"; no redemption step necessary.

QR/Barcodes can also be included in online distribution, I.E. Print at home web sales or promotions or use from the FunPass Smartphone App. The "value" on the ranges of Qb/barcode numbers is added or turned on/off separately from the generation of the numbers. This means numbers don't need to be activated until ready to use, reducing inventory security concerns and allowing RCS to cancel the value on QR/barcoded products in the event of fraud or theft.

3. Complete Failure Plan
Although FunPass has never had a complete failure in the last 14 seasons of operating on Ray Cammack Shows Midway there is always have a backup failure plan. Prior to any event RCS IT and the 22nd DAA will meet to update the Backup System plan.

The "Plan B" plan will require discussing the implementation of a paper ticket switch out system. All ticket sales staff, Accounting Department and operators will need to be briefed if such a Plan is put in place. This plan requires communication, training and experience on everyones part in order to succeed if ever required.

4. Credit Cards Integrated into the 22nd DAAs Credit Card Merchant System

The RCS FunPass Digital Ticketing System will point the Ticket Box POS credit card payments directly to the 22nd DAA merchant account by encoding the 22nd DAA Merchant URL. This will be authenticated with a user name and password provided by the 22nd DAA merchant services provider.
6. Customer Service Representation

RCS will provide 2 "FunPass" Customer Service booths for use at the San Diego County Fair. We will offer to co-staff them with a 22nd DAA employee should the 22nd DAA so choose. RCS has a full staff of customer relations employees that have over 60 years combined experience at your service. These customer service booths allow customers to:

- Obtain refunds if required
- Track history of cards
- Split tickets amongst multiple cards
- Replace lost or stolen FunPasses with proof of purchase
- And many more.

These Guest Service booths are state of the art fully equipped with Network, LED Lighting and Climate Control. RCS will remove the RCS logo and replace with the FunPass logo before the San Diego County Fair.

Linda and Bill Kling have over 50 years experience as Guest Service Managers and are available for the San Diego County Fair 2020-2023. They have 3 qualified and full trained staff that have worked for at least 3-5 seasons as Guest Service attendants.
FINANCIAL PROPOSAL FORM
RFP #19-04

In order to submit a financial proposal, the Proposer must abide by all of the parameters as set forth in this RFP. This Financial Proposal Form is submitted for the entire work as described, and shall be used for comparison and evaluation purposes. This form may not be modified. Any changes made to this form, including but not limited to exceptions, deletions, or additions, may be the basis for rejection of the Proposal. Certified small business Proposers who have included in their proposal a copy of their Small Business Certification Approval Letter shall be granted the applicable preference. The preference shall not exceed five percent (5%). The financial proposal is worth up to 100 points. The financial proposal that offers the highest percentage of gross sales from the carnival game operations to the 22nd DAA shall receive 100 points. The score for each of the other financial proposals shall be determined utilizing the following formula: divided the percentage of gross sales included in the financial proposal by the highest percentage of gross sales, then multiplied by 100 points (e.g. 26% ÷ 30% = .83 x 100 = 83 points). See Section 5.3.4 of this RFP for more details regarding scoring of the financial proposal component of this RFP. The financial score will be added to the technical score to achieve the over-all score for each proposer.

- In the event of a tie, contract shall be awarded to the Proposer with the higher score on the Technical Section.
- In the event of a tie on the Technical Section between two Proposers, the tie will be broken by the toss of a coin by the Contracts Manager, or designee, in the presence of any authorized representatives of the Proposers. In the event of a tie on the Technical Section 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 Contract’s Manager, or designee, shall be the deemed the winning Proposer.

Line Item #1: As described in the Statement/Scope or Work, the Proposer must provide, install, and maintain a complete and fully operational digital ticketing system for all rides and games at the SD County Fair at no cost to the 22nd DAA. In exchange for this valuable system, the 22nd DAA will authorize the Proposer to operate all but one of the carnival games at the SD County Fair for the duration of the fair. The Proposer shall share with 22nd DAA a percentage of gross sales from the game operations at the SD County Fair. The percentage of gross sales offered by the Proposer shall be fixed for the duration of the contract. The minimum allowable share to the 22nd DAA is twenty six (26%) percent.

Line Item #2: All labor, materials, equipment, taxes, fees or other costs to provide (1) the digital ticketing system for all rides and games at the SD County Fair and (2) the carnival game operation at the SD County Fair shall be the responsibility of, and paid for entirely by, the Proposer. In exchange, the Proposer will receive a portion of the gross revenue from the SD County Fair carnival game operation, less the 22nd DAA’s percent share (Line Item #1). The only exception to this is the "rental fee" for digital ticketing system scanning devices that must be used by ride operators during the SD County Fair. The 22nd DAA will charge each ride operator its share of this pass through cost. The rental fee for the handheld digital ticketing system scanning devices will be for the duration of fair, fixed for the contract term and shall not exceed $400.00 per handheld digital ticketing system scanning device per year. No other costs will be allowed under the resulting agreement from this RFP.

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 1 of 2
FINANCIAL PROPOSAL FORM (Continued)

RFP #19-04

Proposer offers to provide the digital ticketing system and carnival game operations for the San Diego County Fair as described in the statement/scope of work of this RFP and detailed above for their share of game revenue, with the exception of the rental fee for the handheld digital ticketing system scanning devices. The 22nd DAA will receive the percentage of gross game revenue stipulated below. All other costs, including all labor, materials, equipment, fees and California sales tax if applicable will be the bourn of the Proposer.

<table>
<thead>
<tr>
<th>#1</th>
<th>22nd DAA's Share of the Annual Gross Revenue from Carnival Game Operations. The 22nd DAA's share may not be less than 26%</th>
<th>26 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>#2</td>
<td>Hand Held Wireless Scanner Annual Rental Fee (NTE $400.00 each per year)</td>
<td>$ 225.00</td>
</tr>
</tbody>
</table>

Are you claiming preference as a small business?  

Yes [X]  No

If yes, Proposer must submit the Small Business Certification Approval Letter with the technical proposal package. All Proposers must provide the following information and sign this form in order for the "Financial Proposal Form" to be considered.

Ray Cammack Shows, Inc.
FIRM NAME

4950 W Southern Avenue
COMPLETE MAILING ADDRESS

Laveen, AZ 85339
CITY, STATE, ZIP CODE

[Redacted]
FEDERAL IDENTIFICATION NUMBER

602-237-3333
TELEPHONE NUMBER

602-237-2753
FAX NUMBER

Proposer certifies to the 22nd DAA that Proposer has thoroughly familiarized him/herself with the terms and conditions of this RFP and any addenda, and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the RFP would have revealed. Important: It is the Proposers' responsibility to ascertain and confirm, they have received all addenda issued to this RFP before submitting a proposal. The Proposer must acknowledge their receipt of all Addenda in the space provide bellow. Your failure to acknowledge all Addenda will result in your proposal being found non-responsive.

List and acknowledge all addenda here: Addendum #1 and Addendum #2

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

Benjamin H. Pickett, Vice President
PRINT NAME & TITLE

Nov 1, 2019
DATE

RETURN THIS FORM WITH YOUR PROPOSAL
Financial Proposal Page 2 of 2
EXHIBIT F
TECHNICAL PROPOSAL
RFP #19-04
Digital Ticketing System and Carnival Game Operations at the San Diego County Fair

ALL STATE 38

PREPARED BY ALL STATE 38, INC.
763-232-2305 • ALLSTATE38INC@HOTMAIL.COM
512 W MLK JR. BLVD • SUITE 313 • AUSTIN, TEXAS 78701
November 16, 2019

Mike Ceragioli - State Contracts Manager
22nd District Agricultural Association
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

Dear Mr. Ceragioli,

Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures, addendum(s) and instructions concerning RFP 19-04, 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 this 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.

I am in receipt of Addendums #1 and #2 for RFP # 19-04.

[Signature]

Adam West
Name

[Signature] 11/16/19

All State 38, Inc.
President.
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5.3.1

TECHNICAL PROPOSAL DIGITAL TICKETING SYSTEM

Current Card Balance
20 Credits

Select Amount to Add

$1 | 20 Credits
$2 | 40 Credits
$3 | 60 Credits

Other

Go Back Start Over
A. PROPOSER'S RELATIVE EXPERIENCE AND QUALIFICATIONS

All State 38, Inc. will be contracting with Wade Shows, Inc. to provide the digital ticketing system and hardware as well as the ticket boxes and guest relations centers. Wade Shows has extensive experience in the digital ticketing realm, having successfully operated a digital ticketing system at major events such as the New York State Fair, the Nebraska State Fair, the independent midway for the Florida State Fair, BucDays in Texas and several other events.

FLORIDA STATE FAIR
The Florida State Fair is the largest independent midway operation in the United States with over 100 rides, 60+ games and 200 food stands. We have successfully operated the digital ticketing system as this event for several seasons.

Contact: Cheryl Flood, Executive Director (813) 621-7821

NEW YORK STATE FAIR
One of the largest state fairs in the country, the New York State Fair features 75 rides, 50+ games and 100+ food stands. We have operated the digital ticketing system on the New York State Fair midway for the last six years. Under our leadership, gross revenue has increased by over $1,000,000.

Contact: Troy Waffner, Fair Director (315) 487-7711

BUC DAYS
Buc Days is a large festival in Corpus Christi, TX. We have operated the ticketing system for the event for the past three years without incident. Under our management, revenue has significantly increased.

Contact: Johnny Phillipelo (361) 882-3242
November 20, 2019

To whom it may concern,

Wade Shows utilized their electronic ticketing system for our midway operation at the New York State Fair since the 2015.

It was a requirement of our RFP when we bid out the midway operation. The system ran smoothly and our guests were able to purchase tickets and load them on cards instead of using paper tickets or cash.

We were able to get reports and real-time data from Wade Shows and using the system, they were able to provide excellent customer service to our guests.

I would recommend the use of Wade Shows and their ticketing system for your event.

Sincerely Yours,

Troy Waffner
Director
New York State Fair
November 21, 2019

To Whom It May Concern,

Wade Shows utilized their electronic ticketing system for our midway operation at the Florida State fair for multiple years.

Our guests were able to purchase tickets and load them on cards instead of using paper tickets or cash. We were able to get reports and real-time data from Wade Shows and using the system, they were able to provide excellent customer service to our guests.

I would recommend the use of Wade Shows and their systems for your event.

Sincerely Yours,

Cheryl F. Flood
Executive Director
Florida State Fair
B. STAFFING AND MANAGEMENT

Staff for the digital ticketing system will be the same as our staff for our game operation listed in 5.3.2 below. As we will describe in Section C below, the FunTagg System uses RFID technology. The need to maintain an elaborate system of intranet connectivity, troubleshooting problems with scanning and programming readers and systems is eliminated with this technology. The system components are stand alone and do not require constant monitoring because of the capacity of the memory on the devices to store transactions and the fact that the data is stored on the card or device. The cloud is not required to complete transactions as with other systems.

Therefore, the need for a large staff dedicated to monitoring the system is not required. Reports and system analysis can be done easily by one or two staff members as we outline in our staffing chart in 5.3.2. Debraun and Adam West will be our primary overseers of the system.

In an abundance of caution, and to reassure the fair in its first implementation there, we will make arrangements for the developer of the FunTagg System, Mr. Stephen Riegel and one of his staff to be on-site during the system's implementation.
Please see Mr. Riegel's qualifications below

Stephen Riegel

Has spent the last 22 years of his career with a focus on developing and deploying contactless payment solutions contactless. These solutions have involved stored value RFID credentials used for ticketing, payment, and incorporated payment kiosks accepting cash and credit. Steve has created the most widely used payment app for student housing in Europe. He has created and deployed contactless stored value systems, in the Americas, Europe, Africa and Middle East and Asia.

SUMMARY OF QUALIFICATIONS

FUNPASS LLC (2 YEARS)

Founder Owner, Cary NC
- Created FunTagg, electronic ticketing for events.
- Designed the first event payment app with in app stored value using NFC
- Created and deployed kiosks that accept cash and credit, and provide change and receipts

THE EASTERN COMPANY (10 YEARS)

Director of Engineering and Business Development, Chester CT
- Modified Flash Cash, for use in fairs and carnivals.
- Created and deployed Flash Cash for student housing and laundry stores throughout the world
INSIDE CONTACTLESS  (3 YEARS)
VP General Manager Americas’, Wilmington DE

- Established Inside Contactless Americas as a subsidiary of Inside Secure, France.
- Deployed Contactless payment solutions include; Amex Express Pay, Mastercard Pay Pass; Dexit and Freedom Pay payment solutions;
- Deployed contactless access solutions include Border Control (US Mexico), US Navy access control; Honduras biometric arms registry; Honeywell and HID for access control
- Deployed first NFC chip to Blackberry and Motorola

MOTOROLA  (18 YEARS)
North American Business Development Manager - SmartCard Solutions
San Jose, CA

- Directed Motorola Product Management, Engineering, and Marketing teams in creating product and systems solutions for the contactless access control market, including World Trade Center NYC
- Initiated and led Smartcard transit projects in New York, Boston, and Montreal.
- Introduced Contactless ticketing to Disney
C. TECHNICAL PRESENTATION, APPROACH AND WORK/PLAN NARRATIVE

All State 38 is proposing to use the FunTagg system which it will be leasing from Wade Shows, inc. Before getting into the system requirements and answering the specific segments of the RFP below, it is important that we make here several points about the FunTagg system.

The FunTagg system was developed by Stephen Riegel, an executive with Motorola who helped to develop what would become the digital ticketing system Disney currently uses. He has vast knowledge and 25 years experience in digital ticketing and RFID technology and his skills are outlined in his resumé which we provided above.

As we noted, the system uses Radio Frequency ID (RFID) technology. It is not a bar code based system nor does it use scanners for reading the ticket. The advantage for this technology is that it is much faster than bar codes, and does not require a back end connection to complete a transaction. The chips have data carrying abilities that can store over 50 transactions and RFID has higher levels of security and encryption.

In the Introduction section of the RFP, 3.1 it states “Users of the digital ticketing system will load digital tickets onto a paper ticket and/or a form of digital media acceptable to the 22nd DAA and a cellular application format on the user’s phone that can be digitally scanned for redemption at both carnival rides and games at the San Diego County Fair”. These words are important, because only the FunTagg system has the ability to load digital tickets onto a paper ticket or media. By using the RFID chip, the information is kept on the chip, not on a server in an office or cloud. The other systems must be connected at all times in order to work. With the ability to store over 50 transactions, only the FunTagg system, using RFID technology can work all the time without interruption.

When a guest purchases a ticket or wristband using the bar code technology, the bar code is scanned and value is added to the account. The bar code is like a reference number such as a bank account number, that the system uses to look up the data. So when the card is presented, the information is not stored on the card, but rather on the server in the office. The system must scan the card, then access the server using wifi or cellular back in the office. If tickets or credits are available, the information is sent back to the reader and the OK is given to access the ride or attraction. With RFID technology, the chip on the card contains the information, so the reader communicates directly with the card using radio frequency and the credits or units are immediately deducted. That is why the RFID technology is faster, more secure and much easier to use. It is the newer, better technology for use with the ticketing system as has been acknowledged by major amusement parks and attractions throughout the world.
A second important point to make is security and connectivity. In the RFP, it says in Section 3.4 (B) that the system must be developed "without any connectivity faults and include system support and maintenance to ensure continuous operation". No system that is web-based or stored on a local server can make this claim. The fact of the matter is that the connectivity can be interrupted and if interrupted, the bar-code type system does not work. **IT MUST HAVE REAL TIME CONNECTIVITY TO WORK PROPERLY.** Some will claim that the data can be stored and when the system comes online again, the data will be transferred and updated. The problem with this is that the system cannot tell if the user has the proper number of credits when it is down, it is only later when the system comes back online that the system will realize that the card has been over used and the money or value that would have been realized is lost.

This is not the case with the FunTagg system. Using RFID technology that writes to the card or media, the brain is contained on the card. The readers simply deduct the credits from card whether or not there is connectivity at any time and cards have the ability to store over 50 transactions. The connectivity of the FunTagg system, through WiFi or cell is really only needed for reporting. If the connection is temporarily lost, the system still works perfectly, it is only the reporting that is delayed until the system comes back online.

Unfortunately, the RFP seems to be written with only one type of system in mind. We find this surprising because the last RFP issued in 2018 specifically requested an RFID system. Many of the benefits of the RFID technology are overlooked in the current RFP. Below, we answer the specifications to the best of our ability given that the RFP was narrowly written to give preference for a specific system.
3.5

REFERS TO 3.4 A THROUGH Q
3.5 - REFERS TO 3.4 A THROUGH Q

A. The FunTagg system, because it writes directly to the card, can work everywhere with all readers on the system. The readers do not have to be continuously connected to WiFi or cell to work as the information is contained on the card. Therefore, the system does not have connectivity faults. Reporting back to the office works through WiFi and cellular.

B. The system we will bring to Del Mar has over 40 POS stations and can meet all the criteria contained herein. We will have as many as 8 back up POS stations. 1) We can accept cash, credit and bar coded vouchers, 2) have the ability to activate a “blank device” and load with tickets, 3) can split tickets onto multiple cards 4) can include a User ID system, 5) has the ability to ready balance and use history.

C. The system will be able to utilize the 22nd DAAs credit processing merchant.

D. The POS system has the ability to include any pricing coupon or special structure the 22nd DAA designates. Pre-printed vouchers can be accepted as bar codes or QR codes if pre-sale and desired.

E. The POS system has the ability to track advance and onsite sales. We have the ability to use the previous year’s ticket information if we are able to load the bar codes into the system.

F. We will be able to provide more than 30 self-service kiosks with more than 2 ready to use as replacements. Our self-serve kiosks are the easiest to use in the business, with simple touch screen buttons and attractive enclosures. The kiosks can load value onto cards, check balances, give receipts for use and they are capable of taking cash should the 22nd DAA decide to use them for that purpose in the future.

In addition to the above, the kiosks can scan advance sale tickets printed or on phones and provide active tickets to the guest, bypassing the need for manned booths in the advance sale process.

G. We will be contracting with Wade Shows for 16 double ticket booths that have air-conditioning, large marquee signs that can be used to affix signs or a specific fair-use wrap can be developed to place on the boxes as we do at many of our events. This customized signage gives a great professional look. All booths are secure and lock and have measurement rulers for ride height requirements on the sides so parents can measure their children before purchasing tickets. The booths will also have installed security cameras.

H. As stated earlier, the RFID system does not need the ability to “scan” a barcode, the readers simply read the radio frequency. Although our readers have the ability to scan barcodes, this is not necessary with the RFID system. Additionally, the readers work directly with the card so the ability to “read” or “scan” is not compromised by connectivity. We will have 400 readers available for the fair. Cell phones are not able to disrupt the operation of
the readers.

I. Our readers are able to be configured for single use, (taking a certain ticket amount) or multiple use (for a concession with more than 1 price point). The user is not able to alter the reader or reprogram it once it has been set up by the administrator.

J. We will provide the fair with two state of the art guest services booths for the fair. If a guest has a question or needs assistance, he can simply look for the large signs pointing to one of our Guest Relations Centers. A guest relations specialist who can answer almost every inquiry from a customer staffs our centers. Whether there is an issue with ticketing, height requirements, or basic customer service, our guest relations team will be able to quickly and efficiently help fair guests. The guest relations centers are also the communication point for reaching members of our management team who can assist a guest with a difficult problem or question.

These guest relations centers have become the hub of our program and our new, beautifully designed guest relations booths provide some outstanding amenities and services.

Each guest relations center now provides free lockers for guest use, free sunscreen, sanitizer and free cell phone charging stations. In addition, each center has within the booth, a private room for baby changing and nursing mothers.

Our guest relations team has become an integral part of our midway operation and they play an even larger when using our automated ticket machines and digital ticketing system.

Our guest relations specialists will provide the fair with written customer service reports.

K. We believe the FunTagg system has some of the most easy to use and understand reports in the business. The reports are customizable and provide the information the fair would need through online access on a minute by minute basis as well as at the conclusion of each day and fair’s end.

L. We can limit access of the data to 22nd DAA authorized staff. Our system is extremely secure and has been designed by tech industry professionals with decades of experience. The RFID system itself is inherently more secure than a scanning/bar code system and we detail our security measures in 3.5 (C) below.
M. The FunTagg system has a bevy of reports available to users that will fulfill the needs for the 22nd DAA’s finance team. We can review the available reports well in advance of the fair and if any modifications are needed, we would be glad to provide a customized report should one be needed.

N. Because it does not rely on scanning and uploading and downloading data to a server, the FunTagg system, using RFID technology will have the ability to handle heavy traffic more quickly and efficiently than any other system.

O. The FunTagg app is the best the industry has to offer. The app gives the guest the ability to purchase and redeem digital tickets, the guest can view balances and usage history, reload credits in the app, collect email addresses and uses a secure system to collect customer data.

In addition, the FunTagg app is the first system to use the iPhone’s NFC chip with the release of iOS 13. With the ability to use 2-way communication, the phone can now be your ticket. The app, because of the use of RFID technology, has the ability to read even without cell connectivity, it can even work if the phone is in airplane mode.

Q. We will provide comprehensive service for the ticketing system including:

1) Complete installation, configuring and testing prior to June 3, 2020

2) We will configure readers, kiosks and POS systems and repair as necessary during the event. We will also have ample backup equipment.

3) Our management and support team will be on site during the event and available prior to the event on a 24/7 basis

4) We will train sales and redemption team members in the use of the system. Given the system’s simplicity, this training time will be significantly reduced.

5) Provide ample backup hardware.

6) Provide online access to customizable reports for fair management as well as hard copies if needed.

7) Take down and removal of equipment post-fair
3.5 (B)
We have provided a complete wireless system along with backup for many large events throughout the past 7 years. Wade Shows, our digital ticketing contractor, has provided systems for events including the following:

**Florida State Fair**
The Florida State Fair is the largest independent midway operation in the United States with over 100 rides, 60+ games and 200 food stands. We have successfully operated the digital ticketing system at this event for several seasons.

**New York State Fair**
One of the largest state fairs in the country, the New York State Fair features 75 rides, 50+ games and 100+ food stands. We have operated the digital ticketing system on the New York State Fair midway for the last six years. Under our leadership, gross revenue has increased by over $1,000,000.

**Buc Days**
Buc Days is a large festival in Corpus Christi, TX. We have operated the ticketing system for the event for the past three years without incident. Under our management, revenue has significantly increased.
3.5 (C)

SECURITY PROTOCOLS
3.5 (C). SECURITY PROTOCOLS
The FunTagg system utilizes several technologies for securing transaction data. Cards and wristbands that store transaction data are password protected. Cryptographic hashes are also stored alongside the transaction data on the cards and wristbands to verify the authenticity of the data and to prevent fraudulent transactions. Transaction data that is transmitted over the internet and stored in the backend database is securely transmitted over an encrypted SSL channel using industry standard Transport Layer Security (TLS) and HTTPS. All access to backend data is only permitted by users with appropriate credentials. No passwords or pins are ever stored in plaintext or otherwise. Only salted hashes are stored, which is an industry standard best practice to reduce the risk of identity theft.
3.5 (D)
3.5 (D)
Independent carnival operators will be given readers for the operation of the system. Each reader will be preprogrammed with the agreed upon number of credits to be deducted by the reader. The operator need only place the reader near the ticket or media and the reader will show the card has been read.

One big advantage to the RFID system is that it does not require “scanning” of bar codes so it is much quicker and more efficient to use.

We will conduct training sessions pre-fair with the independent ride operators, demonstrating how to use the device as well as distribute FAQ sheets for the owner/operators.

Advance Sale
The FunTagg system provides an excellent method for the purchase of advance sale tickets and an easy to navigate system for redeeming them. Guests can simply purchase tickets through a website link or on our app in advance of the event. When they get to the event, they simply scan their QR code at one of the many self-service kiosks and they will then receive their tickets or wristband voucher. This process completely bypasses the manned ticket booths. Alternatively, if they purchase in-app, they already have the ticket on their phone and can use them upon entering the fair.
5.3.2

TECHNICAL PROPOSAL CARNIVAL GAMES OPERATIONS

[Image of a carnival game booth]
5.3.2 TECHNICAL PROPOSAL CARNIVAL GAMES OPERATIONS

A. Proper's Relative Experience and Qualifications

All State 38 is perhaps the top game operator in the country. Operating at large events including the State Fair of Texas, the San Diego County Fair, the Oklahoma State Fair, the California State Fair and the New York State Fair and many others, they have the experience and know-how to provide the game operation for the San Diego County Fair.

Consistently proving ourselves by placing among the top game operators at the largest events in North America, All State 38 is known for our innovation in the business. Working with carnival companies, independent midways and as a stand alone game operation, we have proven time and again to be the best in the business.

One example of our innovative approach to gaming is working with Murphy Brother's Expositions at the Tulsa and New Mexico State Fairs. Before the advent of electronic ticketing, we developed a cashless system using tickets for those events. We developed policies and procedures for selling as well as weighing the tickets and distributing the revenue. We also implemented stock throw policies to improve the value for guests.

As a result of our efforts, the games gross at these events skyrocketed and working with fair management, oversight and confidence in the system increased.

Some other examples of our operation include:

STATE FAIR OF TEXAS — DAVID RUSS
(214) 421-8741
Operated 9 games at the US's largest fair, between the two company principals, more than any other operator. Debraun has had more #1 games in the last 10 years than any other midway game provider.
BUTLER AMUSEMENTS - SEAN BUTLER
CA State Fair, Alameda County, Big Fresno Fair, Kern County County Fair
(408) 858-5369.

Between All State 38 and our extended family, they operate 1/2 of all the midway games at these Top 50 fairs. Adam and Debraun oversee the entire family's operation at these events and they serve as concession manager.

MURPHY BROTHER'S EXPOSITIONS - JERRY MURPHY
New Mexico State Fair, Tulsa State Fair
(918) 406-8899.

Served as midway concession manager at the two Top 50 events with Spectacular Attractions. All State 38 developed and implemented a plan to turn games into a cashless system. Prior to electronic ticketing, they developed a cashless system for all games to take tickets only. They developed procedures for selling, weighing

Please find on the following pages two reference letters attesting to our ability to provide the game operation for the fair.
November 18, 2019

To whom it may concern:

I, Jerry Murphy, have known Adam West for approximately 15 years, during my lifelong career as one of the largest carnival companies in the world. I have never met a more dedicated and energetic person nor have I had a better manager for my carnival midway game operation. Murphy Brothers Expositions has been an industry leader in innovation, for years, and in 2010 we hired Adam to transform our carnival into a cashless midway at the New Mexico State Fair. That fair and the cashless midway was a huge success.

Adams experience with the cashless midways and his dedication to every detail was the reason for our success in 2010. Our ride gross increased the first year along with over, an unbelievable 40% game to ride ratio. Adam not only changed how we accepted payment but changed how our concessions were perceived overall. He brought vibrant colors and new designs to our midway. Our customer per cap at the games was at never before seen numbers and the amount of prizes walking around couldn’t be more noticed.

I would recommend Adam and his company, All State 38, Inc, to any fair or entity in the amusement business. I believe Adam will continue to innovate and reshape the carnival industry into the future and is an industry leader in the outdoor amusement business.

Sincerely,

Gerald Murphy
President of Murphy Brothers Expositions
November 15, 2019

Sean Butler
Chief Operating Officer
Butler Amusements, INC

To Whom it May Concern,

I, Sean Butler, Chief Operating Officer at Butler Amusements would like to recommend All State 38, INC to provide games at any fair, carnival or event. I especially want to recommend Adam West and his company for the San Diego County Fair. Butler Amusements has conducted business with All State 38, INC since 2011. The games provided by All State 38, INC's are impeccable and meet the requirements of Butler Amusements and those set at any fair through out the country.

All games are vibrant in color and illuminate a carnival midway. We at Butler Amusements enjoy having their games on our midway and the games themselves are an excellent addition to midway beautification. Not to mention the additional touch that is added by their beatification manager, whom does an exceptional part in adding flowers, plants and holiday decor to all of All State 38, INC games on the midway at each and every event.

All State 38, INC's game management is dedicated to detail. All staff is in uniform, all games follow all rules set forth by Butler Amusements. On Butler we enjoy that All State 38, INC has its own management that guarantees patron satisfaction at all times.

Among those mentioned, one other aspect of All State 38, INC, as a game provider is the amount of merchandise given out as prizes. It is a joy for any carnival company to see fair goers with hands full of prizes. All State 38, INC does their part in withholding a fair merchandise program.

If you have any further questions regarding All State 38, INC please do not hesitate to contact me at 408-858-5369

Sincerely,

Sean Butler
Chief Operating Officer
Butler Amusements, INC

Butler Amusements, Inc. - P.O. Box 2210, Fairfield, California 94533 • phone (707) 429-4788
www.butleramusements.com
November 19, 2019

To Whom It May Concern,

Adam West has been a Games Operator for The State Fair of Texas since 2008.

Adam has been an excellent Operator bringing new ideas in both game operations, guest service and plush usage. Adam’s operation has successfully operated the electronic ticketing system in use in Games at the State Fair of Texas

Adam is capable of handling and succeeding in a fast-paced environment and scale of operation.

Adam is one of the leaders of the new generation of Games Operators that are experienced, team players, that embrace change and are capable of handling all situations in a professional manner.

I strongly recommend Adam West and his Game Operation.

Regards,

[Signature]

David B. Russ
Director- Games Operations
State Fair of Texas
DRuss@BigTex.com
B. Staff and Management
The San Diego County Fair will have one of the most experienced teams of professionals at your disposal while under the care of All State 38. Our team has decades of experience in the industry, especially at large events.

Our management team and employees are the key to our success. Leading by example, they place the customer first and are dedicated to the safety and positive experience of our guests.

As you can see, many of our key team members are part of our family. In fact, we will have three generations of management helping to operate the midway at the San Diego County Fair. Our family has worked successfully at some of the top events in the US and we have won numerous awards over the years. By keeping much of the management “in house” we will have that personal touch in terms of operations and guest services that just can’t be found anywhere else.

Our staff members include:

**ADAM WEST**
General Manager with experience at major events such as the Oklahoma State Fair, New York State Fair, San Diego County Fair and many Top 50 events. Served under Murphy Brother’s Expositions as concession and accounting manager for midway at the Tulsa and New Mexico State Fairs.

**DEBRAUN WEST**
PR, HR and digital ticketing supervisor

**ROBERT WEST**
Training implementation specialist and game management

**TRUDY WEST**
Merchandise management and midway beautification

**ROBERT ELLIS**
Game management and logistics

Please see resumés on the following pages:
ADAM WEST

763-232-2305  allstate38inc@hotmail.com

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ADAM WEST

○ An introduction to Adam and his decades of experience in the outdoor amusement industry with carnivals and fairs nationwide.

Adam West was born and raised in the Midwest. He worked for his parents, managing game concessions until the age of 19. In 2005, Adam West started All State 38, INC a carnival midway game corporation. At age 25, he became the concessions manager at the New Mexico State Fair and Tulsa State Fair. Adam has added state of the art games to All State 38, INC, which has since set the precedent for the industry. All State 38, INC has contributed to numerous major events across the country including the New York State Fair; State Fair of Texas; San Antonio Livestock Show and Rodeo; North Carolina State Fair; Oklahoma State Fair; California State Fair; Fiesta San Antonio; to name a few. Adam works to be the best and projects a first-class image, and as a result has developed a great reputation in the business. He is a professional, with special attention to even the smallest details. Customer experience is paramount to his operation for All State, 38 INC. In addition to All State 38, INC, Adam West has started Wild West Entertainment, LLC with his wife. Wild West Entertainment, LLC is an event promoting and consulting company in Texas. Adam and his wife plan to raise four daughters and grow both companies over the next twenty years by adapting the past with modern technology and innovation. They look forward to the future ahead of their combined 135 years of experience in the Outdoor Amusement Business.

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EDUCATION

○ Texas A & M, Corpus Christi
○ Texas State, San Marcos
○ West Bend Mallard, 2004
PROFESSIONAL EXPERIENCE

- President and Founder of All State 38, INC, 2005-current
- General Manager for All State 38, INC, 2005-current
- Carnival Midway Game Provider at The State Fair of Texas -2008-current
- Carnival Midway Game Provider at the San Diego County Fair- Service provided to 22nd DAA 2011-2019
- Carnival Midway Game Provider at the Wisconsin State Fair- Service provided to Government Agency 2012-2016
- Implemented a cashless system at the New Mexico State Fair, 2010
- Concessions Manager at the New Mexico State Fair, 2010
- Concessions Manager at the Tulsa State Fair, 2010
- Manager for Game Operations at West Concessions, 2000-2004

Training

- General Manager - With decades of fair experience, combined with: business education, participation at fairs from east coast to west coast and everywhere in-between, Adam has a knowledge of his industry that is unparalleled to any of his peers. Through years of experience he has gained the unique ability to develop innovative ideas and implement changes with positive results. All State 38's staff continually strives to improve customer service and are dedicated to quality and customer satisfaction. Adam guides the way with strict expectations for his staff. As an innovator, Adam has taken old game concepts and adapted them to our constantly changing technology. Adam personally oversees all departments by having daily management meetings to guarantee staff is operating at the highest potential, Adam is involved with day to day operations at all fairs that All State 38, INC is a participant. He serves as a liaison between All State 38, INC and the contractee for all events.

ACCOMPLISHMENTS

- #1 and #2 Grossing Games at the San Diego County Fair, 2019
- Earned Best Game Award - San Diego County Fair, 2017
- Best Game Merced County Fair
- #1 and #2 Grossing game at the San Diego County Fair, 2019
- Managed New Mexico State Fair Game Operations
- Managed Tulsa State Fair Game Operations.
- Football Captain 2004
- First Team All State Football Player, 2003 and 2004
- Class of 2004 Vice President, 2004
- Class of 2004 President, 2003
Debraun West

debranwest@gmail.com 916-995-9363

Debraun West

- An introduction to Debraun and her decades of experience in the outdoor amusement industry with carnivals and fairs nationwide.

During the Great Depression Debraun’s Grandfather, Robert Ellis, Sr. became a rail master for a traveling carnival, through hard work he later bought his own rides and traveled with the same carnival on the west coast. Later in his career he sold his rides and became a game operator. In the 70’s Debraun’s father, Robert Ellis Jr. took over Ellis Concessions. He has managed three carnivals, as well as, continued his game operation at fairs through out the west coast.

Debraun has helped with the family game operation since childhood. When she graduated high school she became active as a manager and learning the ends and outs of the business during the summer breaks from college. When she graduated college she began a career as an educator and business owner of her own, however, she always played an active role in her fathers company. When she finished her graduate degree she worked for California State University for three semesters as an educator. At that time, she did not see her career in Education blossoming during those times, so she returned to the carnival. She was hired by Earl “Butch Butler” Butler as an Executive Assistant for Butler Amusements, INC. She held this position for 2 years. During this time she worked with fairs and festival committees as a Butler representative, worked with the advertising and public relations team to ensure all marketing needs were met and held at a standard expected by the events, and worked along side of Earl Butler at executive meetings for the company. This career was ended by the death of Earl Butler, however, her knowledge of the carnival industry that she gained during that time has contributed to her success as a carnival midway game provider in her current role with Adam West and All State 38, INC.

While working on Butler Amusements, Debraun met her husband and the father of her four beautiful daughters. Adam similar to Debraun is a game owner. They instantly fell in love and decided to join forces. Debraun has enjoyed growing in the industry along side her husband and their game operation that provides games for fairs nationwide.
Education

- Online Teaching Certificate, Saddleback College, Mission Viejo, CA - May 2011
- Masters of Arts in Philosophy, California State University, Long Beach, CA - January 2009. Graduated with High Honors - Member of both Phi Kappa Phi and Phi Delta Gamma. Thesis: An Immigration Policy for a Modern Liberal Democracy
- Bachelor of Arts in Philosophy and Minor in Humanities and Law, University of California, Irvine. Graduated with Honors, June 2005.
- High School, 2000

Professional Experience Non-Carnival

- Orange County Department of Education (OCDE) - Costa Mesa, CA. August 2005 - May 2010 K-12 Substitute Teacher for Laguna Beach and Garden Grove Unified School Districts, as well as, OCDE Department of Special Education. Experience with behavior and medically fragile special education populations. Job requirements include Bachelor’s degree, completion of California Basic Education Skills test, up to date tuberculosis screening, CPR/First aid training, and FBI live scan clearance.

- Festive Photo Booth - Long Beach, CA, November 2007 - December 2010Owner of a photo booth rental and leasing company. Provided photo booth rentals for special events and festivals in Los Angeles, Orange, Riverside, and San Diego counties. Many clients are high profile therefore we keep a professional staff and maintain client confidentiality. My primary roles in the company were marketing and public relations, as well as, maintain insurance and permits necessary for each event. Company was sold in December 2010.

- Jay’s Catering & Ebell Club - Orange & LA Counties, CA November 2003 - February 2009, On-site Event Coordinator for special events. Coordinated events with clients, planned and executed activities as event specialist, and supervised catering and bartender teams as large as fifty employees. Client complaints were resolved prior to event completion and all events were a success. Increased sales revenue of event rentals and increased preferred venues for clients use by locating
potential event venues and turning them into successful special event venues for local weddings, etc. Job required business education in addition to a related Bachelors of Arts, rental experience, knowledge of event venues and vendors in Orange County, CA, managerial skills, and advanced sales and communication skills.

- **Cypress College - Cypress, CA, September 2007 - June 2008,** Philosophy Tutor for The Learning and Resource Center. Recruited students by introducing services available. Communicated with Philosophy professors to ensure all material was covered during tutorial sessions. Tuto red students in the following courses: Introduction to Philosophy, Ethics, Logic, Critical Thinking/Reasoning, and Religion. Job requires Bachelor's of Arts in Philosophy (in addition to some M.A. units completed), advanced knowledge of Microsoft Word and Excel, as well as excellent communication skills.

- **California State University - Long Beach, CA, August 2006 - December 2007** Graduate Assistant for the Philosophy and Odyssey departments. Provided educationally beneficial assistance to professors and students assigned, prepared and presented lectures, assignments, exams, paper prompts. As well as, implemented exams and graded/recorded all student work. Job requires Masters of Philosophy, communication skills, logic and critical thinking, excellent organization, and creative writing ability.

- **The Emmons Company - Irvine, CA June 2005 - May 2006** Executive assistant for property management company representing Home Owner Associations (HOA). Maintained the following Excel logs: maintenance at the HOA's, HOA dues, HOA violations, and pending escrows. Collaborated with loan and notary companies for each pending escrow. Compiled weekly board packets for HOA committee meetings. Job requires advance knowledge of Excel, experience with escrow process, escrow vocabulary, knowledge of HOA rules and regulations and dues for homeowners.

- **California Medical Association (CMA) - Sacramento, CA June 2004 - August 2004,** Intern for CMA, a professional lobbying organization that represents physicians in the state of California and is a member of the American Medical Association. Worked in unison with the CMA lobbyists researching potential grants for rural health care programs, and drafted proposals for grants supporting rural health care. Job requires communication and organization skills, advanced note taking skills, experience with grants and grant writing, knowledge of rural health care needs, services, and programs.
Professional Experience Carnival

- **Partner, All State 38, INC 2011- Current**, Midway Game provider. All State 38, INC owns and operates over 120 carnival games. Current Fair operations for 2019: San Antonio Stockshow and Rodeo, Rio Grande Livestock show and rodeo, Big Texas Fun Crawfish festival, Fiesta San Antonio, Poteet Strawberry Festival, Chorpus Christi Bucceener Days, San Diego County Fair, Merced County Fair, Alameda County Fair, California State Fair, Sonoma County Fair, Ventura County Fair, New York State Fair, Eastern Idaho State Fair, Western Idaho State Fair, Kern County Fair, Big Fresno Fair, Oklahoma State Fair, State Fair Texas, Big Texas Fun Boil and Brew.

- **Public Relations, All State 38, INC 2011-current**, Directs publicity programs and campaigns, improves public image of company, and clarifies company’s point of view on important issues.

- **Digital Ticketing Supervisor, 2011-current**, As a Digital ticketing supervisor, Debraun is responsible to work along with Fun Tag to guarantee that all games operate the digital ticketing system properly. She also trains all staff on how to use the digital ticketing system.

- **Ellis Concessions- Manteca, CA June 2000 - Present**, Hands-on concession co-owner/manager for carnival games and food vending at fairs and festivals nationwide. Negotiate contracts, secure venues, lease equipment, maintain records and bookkeeping, customer service and rental inquiries, generate weekly payroll, taxes, and workmen’s compensation for up fifty employees; renew certificates, permits, and insurances, design and maintain www.bellisconcessions.com. Personally increased sales revenue from rentals and new contracts by 25%, since 2007. Skilled online advertiser with experience using social networking to increase awareness, contracts, and revenue for the business. Keen knowledge of rental equipment, and computer software to include Microsoft systems and web design for both PC and Mac computers.

- **Butler Amusements, INC- Executive Assistant, 2010-2011** As Butler Amusement’s Executive Assistant, Debraun worked along side Earl “Butch” Butler for two fair seasons. She attended board meetings, on-site events by working with the Public Relations and Marketing team to provide interview to local media at the Fair.
Training

- **Public Relations Supervisor** - Two years of experience gained from her time as Executive Assistant to Earl “Butch” Butler. Debraun is responsible for the public image of All State, 38 INC to clarify the company's point of view to fairs, carnivals, local government agencies, as well as, the media in each event All State 38, INC participates.

- **Digital Ticketing Supervisor** - Nine years experience at the Texas State Fair working with a Digital Ticketing System used with all games at the fair. Has training with knowledge of more than one Digital Ticketing System.

- **Human Resources** - Through Debraun’s professional experience she has worked with HR in numerous companies. Her experience with Ellis concessions and All State 38, INC has provided her with training for both California and Texas Labor Laws and procedures. She oversees all Human Resources with All State 38, INC.

**ACCOMPLISHMENTS**

- State Fair of Texas Award for Best Game Appearance for five years in a row.
- #1 Grossing game at the State Fair of Texas 9 years from 2009-2019.
- Member of Phi Kappa Phi Honor Society, 2009
- Member of Phi Delta Gamma Honor Society, 2009
- Honorary Mayor of Manteca, California, 2000
- Honorary City Attorney of Manteca, California 1999
- Graduate of Stanford University's Youth Leadership Conference, 1999
- Graduate of Hugh O'Brian Youth Leadership, 1998
- California State Swim Qualifier, 1999
Robert West

- An introduction to Robert and his decades of experience in the outdoor amusement industry with carnivals and fairs nationwide.

Robert West was raised in South Dakota. He worked for his parents on the family dairy farm at a very young age. He learned work ethic and entrepreneurship, which gave him a burning drive to achieve more than South Dakota could offer. At 18 years old, he left the midwest for sunny Southern California. He worked for a restaurant in San Diego County as a chef. Two years later, Robert decided it was time to return to the Midwest. When he returned, he met his wife Trudy, who at the time was managing her parents' game operation in Iowa. He fell in love with the flashy lights of the carnival and the family that soon became his own. Robert and Trudy shortly, after meeting took over the family business and grew it beyond their wildest dreams. What was once, a side job for teachers to increase their salary, became one of the largest game operations in the country. Robert and Trudy joined an elite group by participating in the Minnesota State Fair for 19 consecutive years. In addition to Minnesota State Fair, West Concessions participated in the following State Fairs: Texas, Indiana, Wisconsin, Michigan, Mississippi, South Dakota, North Dakota, Oklahoma, Kansas, North Carolina, New Mexico, and Colorado. In 2005, Robert and Trudy decided to sell their assets of West Concessions to their son Adam West, who is now the owner of All State 38, INC. Robert then became an essential part of his sons company by overseeing game operations as Game Manager and Training implementation specialist.

Education

- High School, 1977

Experience

- Training Implementation Specialist - All State 38, INC, 2005-current
- Game Management - All State 38, INC, 2005-current
○ Carnival Midway Game Provider at the Wisconsin State Fair- Service provided to Government Agency 2012

○ Carnival Midway Game Provider at the Minnesota State Fair- Service provided to Government Agency

○ Carnival Midway Game Provider at the Texas State Fair

○ West Concessions, Owner - 1982 - 2005

○ Chef, Bull Winkle Restaurant- El Cajon, CA 1978 -1980

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**Training**

○ Training Implementation specialist - Over 35 years experience as a business owner and employee trainer. He specializes in hiring and training staff that will give customers and all fair goers a magical experience. On the face, this sounds easy but it takes training and experience to create lasting memories for families. This is important to Robert and All State 38, INC. He has trained himself through studies of Ken Blanchard and Spencer Johnson and uses this knowledge to create a staff that is conscientious of each other and the goal of the company as a whole.

○ Game Management: Over 35 years of experience and training by managing game operations. His duties as Game Manager is to guarantee all game operation is completed by the game rules and that all employees implement game rules. Robert has a comprehensive understanding of game concession industry throughout the United States

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**ACCOMPLISHMENTS**

○ Concessions Manager, Gold State Amusements, 1996-2000

○ Concessions Manager, Bill Hames Shows, 2001-2005

○ Concessions Manager, Play World Amusements, 2006

○ Best Game Award, Minnesota State Fair, 3 years

○ Best Game Award, Mid South Fair
Trudy West

Trudy West

○ An introduction to Trudy and her decades of experience in the outdoor amusement industry with carnivals and fairs nationwide.

Trudy West was born and raised in Iowa. Following High School Graduation in 1979, Trudy won the Miss Shamrock pageant. Following her reign as Miss Shamrock, she won Miss Emmet Dickerson, a preliminary to Miss America. During her time as a pageant queen, she earned an Associates of Arts Degree from Buena Vista College. After college graduation, she managed her parents summer game operation in Iowa, where she met Robert West. Robert became her husband in 1982. Together, they expanded the family game operation shortly after their marriage. In the fair off season, Trudy managed a department store; Brooks for 3 years. The store she managed was the number one grossing chain for Brooks during her three years of management. She then, left Brooks to open her own store in Okaboji, Iowa. Her store was open for 3 years, when the family game business grew so large that it was time to expand beyond Iowa. Trudy sold her store and dedicated her time to raising two children, Adam and Amy, and participated with Robert in growing a multi state fair game operation. Her parents began the Family game business in 1970 and it is still thriving today with her son, 50 years later!

Education

○ Associates of Arts, 1981

○ Highschool, 1979

Experience

○ Merchandise Manager and Midway Beautification - 2005 - current

○ Carnival Midway Game Provider at the Wisconsin State Fair - Service provided to Government Agency 2012

○ Carnival Midway Game Provider at the Texas State Fair
○ West Concessions, Game Owner and Operator - 1982 - 2005
○ Midway Beautification, Gold State Amusements 1996-2000
○ Midway Beautification, Bill Hames Shows 2001-2005
○ Store Manager, Brooks - 1985 - 1988

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**Training**

○ Merchandise Manager - Three years experience as a store manager whom oversaw all inventory in the largest department store for Brooks in the United States. For All State 38, INC, Trudy receives all inventory by managing deliveries and confirming all shipping and receiving from merchandise companies. She then oversees each game's daily stock report to ensure that the game is operated correctly and is giving the correct percent of merchandise away for each game. She uses the daily stock reports to determine daily merchandise delivery to each game.

○ Midway Beautification - As a department store manager Trudy oversaw window display designs. This experience combined with her art degree created a vision for the carnival. For ten years Trudy worked for two different carnival companies for midway beautification. She uses plants, flowers, ribbons, game merchandise and many other objects to create a piece of artwork on the carnival midway. Now for All State 38, INC, Trudy sees each game as a blank canvass that she can create a work of art using midway beautification. Her specialty, is to take a fair theme and add it to each game, therefore, blending the fairs imagination with the carnival midway.

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**ACCOMPLISHMENTS**

○ Best Game Award Minnesota State Fair, 3 years
○ Best Game Award Mid South Fair
○ Met Sales annual quotas for Brook Department Store's #1 grossing store in the Nation.
Robert Ellis

209-815-3085 ellisconcessions@yahoo.com

Robert Ellis

- An introduction to Robert and his decades of experience in the outdoor amusement industry with carnivals and fairs nationwide.

Robert Ellis was born and raised in Santa Rosa, CA. He worked for his parents' business, Ellis Concessions starting at the Age of 15, in 1966. His parents began the business during the Great Depression, thirty years prior. Robert continued managing Ellis concessions until the age of 29. At the age of 30, he became a partner of the family concession game business on Foley and Burke shows. Robert then became the General Unit Manager of Foley and Burke from 1982-1984. At this time, he worked at numerous major events across the West Coast including Los Angeles County Fair; California State Fair; Arizona State Fair. Robert, Continued his career on Davis shows in 1984, which at the time was the biggest Carnival company in California. He became General Unit Manager of Davis shows for two fair seasons 1985 and 1986. Following the 1986 fair season, Robert left Davis Shows to join Butler Amusements. At the time, Butler Amusements was a small carnival that was putting a team together to expand and become the biggest and best carnival on the west coast. Robert loved the new challenge and became a carnival midway game operator for Butler in 1987. He has grown with Butler Amusements and is now one of the largest California carnival midway game provider, and will continue to operate during the 2020 fair season, which is Robert's 54th season. In 2000, Robert's daughter, Debraun, became an essential part of Ellis Concessions, she continues to participate in Ellis Concessions today. However, in 2011 when Debraun became a partner in Allstate 38, INC her father, Robert became a contributor to Allstate 38 INC, game operations. In addition to game operations, Robert is now more than a contributor, he is the logistics and game manager for All State 38, INC.

Education

- High School in 1969
Experience

- Logistics & Game Management - All State 38, INC 2011 - Current
- Front-end Game Operator Butler Amusements - 1987-current
- Game Operator for State Fair of Texas - 2009-current
- Game Operator for San Diego County Fair - Service provided to 22nd DAA 2011-2018
- Game Operator for Wisconsin State Fair - Service provided to Government Agency 2012-2016
- Davis Shows, General Unit Manager - 1985-1987
- Foley and Burke General Unit Manager - 1982-1984
- Owned and Operated Ellis Trucking Wine hauler for Sonoma County Wineries - 1986-1987

Training

- Logistics: Training - Over 30 years experience with California DOT; owned an operated a trucking company for over 30 years, which started hauling wine and now is exclusive for carnival equipment. Oversees trucking logistics for All State 38, INC. Compliant with current California DOT as well as manages the hired drivers in multiple states for All State 38, INC.

- Game Management: Over 50 years of experience and training by managing game operations. His duties as game manager is to guarantee all game operation is completed by the game rules and that all employees implement game rules.

ACCOMPLISHMENTS

- State Fair of Texas Award for Best Game Appearance for five years in a row.
- #1 Grossing game at the State Fair of Texas 9 years from 2009-2019.
- Best Game Award at the Merced County Fair for 5 years.
- Two Years of Circle of Excellence from the Outdoor Amusement Business Association.
In addition to our regular staff, we will engage the services of several non-profit organizations to staff our games in Del Mar. We have successfully operated our games this way in the past, even operating the #1 and #2 highest grossing games at the fair.

The non-profits will be carefully selected and trained by our team members and operate the games as a fund raiser for their organization. The operators are non-professionals, but motivated community members that are able to generate revenue using a soft-sell, community-based approach.

C. Technical Presentation and Work Plan

Ownership and List of Equipment
All games at the San Diego County Fair will be owned and operated by All State 38, Inc. We have a vast assortment of games to provide to the fair. Listed below are the games available to the fair as well as relevant information on each attraction.

<table>
<thead>
<tr>
<th>Game</th>
<th>Size</th>
<th>Manufacture</th>
<th>Manufacture Date</th>
<th>Type</th>
<th># of attentants</th>
<th># of Tickets</th>
<th>Prize Structure</th>
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NON AGENT APPROACH

As discussed above, we take a “non-agent approach” to the games by utilizing non-profit organizations to run our game operations. As members of the community, they bring a local touch to the operations and as members of an organization interested in raising funds they are motivated to operate the game properly and generate revenue for their charity or organization.

We have successfully operated with this approach at the San Diego County Fair for several years and we believe our operation speaks for itself.

MIDWAY TRANSFORMATION

Under our management, the game midway will be truly transformed at the San Diego County Fair. Games with uniform awnings and colors and beautiful flags and banners will give a great new look to the midway. Our games will have big awnings and many games use a truss skeleton that makes for a great appearance. We use colorful matting to surround our games, giving an eye-catching appeal, and we decorate our concessions with beautification such as flowers and plant beds.

All State 38 concessions will have special San Diego County Fair branding, so all games and attractions look like they belong on our midway. All of our games will have uniformed employees with a strict appearance and uniform code. When you look down the midway, you will see that all of our games are part of our team.
HOUSING
With the hiring of non-profit organizations, the need for housing of employees will be minimized. For our staff staying on grounds, we have utilized the jockey’s quarters in the past and that would be our first preference. If those arrangements are unavailable, we also own several Lifetime bunkhouse trailers for our traveling employees.

STOCK AVERAGES/INVENTORY
The enjoyment of games for our guests is paramount for All State 38. While guests enjoy the act of playing the games and the thrill of attempting to win, it is the prizes and the fair chance to win that is vitally important to maintain integrity for our guests.

All State 38 maintains a minimum stock average of 25%. At this level of “stock throw”, we can ensure that our guests are getting a generous return for their value. We maintain the stock average through our inventory manager, Trudy West. The inventory manager receives all stock shipments, records them electronically, and is in charge of distributing them to all game operations. During game operations, the manager conducts spot audits as well as maintains a running inventory for each game and produces reports at the end of each day and the end of the event. Invoices for stock and reports are be provided to the 22nd DAA on a regular basis.
Examples of Stock Reports:

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### OFFICE USE ONLY

GROSS: 13,276
STOCK COST: 40.40
PERCENTAGE: 3.16%

### 2019 SAN DIEGO COUNTY FAIR

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### OFFICE USE ONLY

GROSS: 9586
STOCK COST: 2447
PERCENTAGE: 26.76%
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**GROSS** | **600.3**

**STOCK COST** | **19.6**

**PERCENTAGE** | **29%**

2019 SAN DIEGO COUNTY FAIR

DATE: 7/4

OFFICE USE ONLY
MAXIMIZING REVENUE

The RFP states that the 22nd DAA found the cost of leasing or purchasing a digital ticketing system prohibitive and therefore they have asked for the free use of a digital system in exchange for the operation of the games.

While it is true there is no upfront cost for the system, unless revenue is maximized, the cost to the fair could be very substantial, even exceeding what the cost of leasing the system would have been. Even if the percentages paid from the games are the same from all proposers, the revenue generated by the games must be the same if the revenue to the fair will be the same and in our experience, that is not the case.

In 2019 for example at the San Diego County Fair, All State 38 operated several games, with three in the top ten in terms of revenue, including the #1 and #2 games at the fair. As one of the newer concessionaires, our locations are some of least favorable at the event, yet we were able to generate some of the largest grosses.

In fact, we averaged about $800 rental/ft. for our games, while the leading game operator at the event averaged around $400/ft! For example, last year, our top game paid the fair $1,145 per foot rent or $52,600 to the fair at the given percentage. The top game from the majority game operator paid only $597 per foot or a total of $28,700. That is a difference in rent paid to the fair of almost $24,000 for just the top game.

If one company has the ability to generate significantly more revenue than another, as we have demonstrated above, the revenue to the fair, with 1,7000 feet or so, can vary by hundreds of thousands of dollars, even if the percentages are the same.

As we demonstrated so vividly last year, All State 38 has the ability to generate significant revenue increases while also keeping the “soft-sell” approach. We do this in several ways:
STOCK SELECTION
The games can be driven by the type of prizes in the game. As the top countrywide provider of games, we monitor the most popular prizes and adjust the stock our games display to maximize revenue and interest.

EMPLOYEE TRAINING AND SUPERVISION
We carefully select the non-profit organizations we work with and train them in the efficient operation of the games. Our supervisory team works closely with the groups, coaching them and encouraging best practices for games operation.

STATE OF THE ART EQUIPMENT
Our games are some of the best in the business. We purchase new games from established manufacturers and even develop our own games and adaptions. Throughout the year, we look for what is new and test what works, always improving up-on our selection and offering the best attractions there is to offer in the business.

FAMILY OPERATION
With three generations of family on site, our experience is unparalleled. The softsell approach is great in many respects but the one area where it can be lacking is with employees unmotivated because they are just there to “collect a paycheck”. The unique antidote we have to that is a family operation. The supervisors, managers and staff are made up of many of our family members who have a vested interest in seeing the operation succeed and take great pride in our family brand. As with almost any operation when the owner is participating, you will see better employees, more efficient operation and pride in work. After all, it is our family reputation and livelihood that is on the line!
ONLINE SALES
We have worked with several different providers of online wristband and ticket sales. Most work with a ticket or bar code that can be redeemed at the ticket booths and exchanged for a wristbands or ticket. We have worked with ETix, Innovative Ticketing, Saffire and others companies on these projects and the fees charged can vary. Sometimes a fee is charged only to the customer, other times, a small fee is charged to the customer and the fair or operator pays a small fee and still other times the cost of the ticketing is born entirely by the fair or operator. Fees have ranged from as low as 4% (including the credit card fee) to up to 10% when using a third party provider.

PROMOTIONS
Game promotions are generally very rare in our industry and the focus for promotions has been on the rides or gate admission. While we do have some hard costs such as prizes, the ideas of doing promotions with the games is something we believe more events should explore. We have done several promotions with events over the years and we would like to highlight a couple of examples here.

$1/$2 DAYS PROMOTIONS — (NEW YORK STATE FAIR, OKLAHOMA STATE FAIR ETC.)
On these promotional days, many times individual rides and gate pricing is $1 or $2 depending upon the event. Food stands also generally have a dollar or two dollar special as well. We have made an effort to participate in these promotions by doing game specials on these days as well. Special sized prizes can be used if the price is $1 and family friendly pricing like this generates a lot of interest in playing. This promotion has been very successful at the events where we have participated.

GAME PLAY PACKAGES — (VARIOUS FAIRS)
At some of our events we have sold packages online or onsite that included many of the following: gate admission, unlimited ride wristband or package of tickets, several game plays and food discount or free item. With all elements of the fair working together, we are able to provide the guest with an affordably priced special that encourages not just rides and admission but game play and food sales. The packages were split on an agreed upon money basis by package elements before the event.

OTHER GAME PROMOTIONS USING THE APP
Our app gives us the ability to send push notifications to guests using their smart phones. Another idea might be to run game specials using the app. Perhaps we could have a “Game of The Day” with special prizes or pricing and push that notification to guests attending the fair on that day, generating traffic for the game and a discount for our guests.
BOTTLE UP

$5.00 PER GAME
STAND UP BOTTLE
ON SQUARE
WINS

ONE WIN PER FAIR - MUST LEAVE RING ON BOTTLE TO WIN
BOTTLE OFF BOARD ENDS GAME - NO WINDING STRING
3.2

MINIMUM QUALIFICATION REQUIREMENTS
### 3.2 MINIMUM QUALIFICATION REQUIREMENTS

#### A. Insurance Certificate

**Client:** 2396

**ALLSTATE**

**ACORD**

**DATE (MM/DD/YYYY):** 11/14/2019

**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER:** Haas & Wilkerson Insurance

4300 Shawnee Mission Parkway

Fairview, KS 66205

913 432-4400

**INSURER:**

- **A:** ACE American Insurance Company (AICP)
- **B:** St. Lawrence Insurance Company
- **C:** Texas Casualty (AICP)
- **D:** American Home Assurance
- **E:** Texas Casualty (AICP)
- **F:** Texas Casualty (AICP)

**INSURED:**

- **All State 38 Inc. and**
  - Wild West Entertainment, LLC
  - 512 W Mcl. Jr Blvd, Unit 313
  - Austin, TX 78701

**COVERAGES:**

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<td>EL. DISEASE - EA EMPLOYEE</td>
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<td>OCCUR</td>
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<td>EL. DISEASE - POLICY LIMIT</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS & LOCATIONS/INSECTS (Attach ACORD 60, Additional Remarks Schedule, if more space is required):**

Additional Insureds: The State of California and the 22nd District Agricultural Association, the San Diego County Fair, their agents, directors, officers, servants, & employees are made additional insured, but only as the operations under this contract are concerned.

Workers' Compensation coverage applies to the statutory requirements of the state of: CA

**CERTIFICATE HOLDER:** 22nd DAA/ Del Mar Fairgrounds

**ATTN:** Contracts Department

2260 Jimmy Durante Blvd.

Del Mar, CA 92014-2218

**CANCELLATION:** SHOUlD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:**

© 1986-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.

SALAK
POLICY NUMBER: G24633962

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

The State of California and the 22nd District Agricultural Association,
the San Diego County Fair, their agents, directors, officers, servants,
& employees are made additional insured, but only insofar as the operations
under this contract are concerned

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to
include as an additional insured the person(s) or
organization(s) shown in the Schedule, but only
with respect to liability for "bodily injury", "property
damage" or "personal and advertising injury"
caused, in whole or in part, by your acts or
omissions or the acts or omissions of those acting
on your behalf:

1. In the performance of your ongoing operations;
or

2. In connection with your premises owned by or
rented to you.

However:

1. The insurance afforded to such additional
insured only applies to the extent permitted by
law; and

2. If coverage provided to the additional insured is
required by a contract or agreement, the
insurance afforded to such additional insured
will not be broader than that which you are
required by the contract or agreement to
provide for such additional insured.

B. With respect to the insurance afforded to these
additional insureds, the following is added to
Section III – Limits Of Insurance:

If coverage provided to the additional insured is
required by a contract or agreement, the most we
will pay on behalf of the additional insured is the
amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of
Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the
applicable Limits of Insurance shown in the
Declarations.
COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
POLICY NUMBER: G24633962

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
The State of California and the 22nd District Agricultural Association, the San Diego County Fair, their agents, directors, officers, servants, & employees are made additional insured, but only insofar as the operations under this contract are concerned.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.
CANCELLATION ENDORSEMENT

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Endorsement Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>All State 38 Inc. and Wild West Entertainment, LLC</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Policy Symbol</th>
<th>Policy Number</th>
<th>Policy Period</th>
<th>Effective Date of Endorsement</th>
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<tbody>
<tr>
<td>G24633962</td>
<td></td>
<td>04/06/2020 to 04/06/2021</td>
<td></td>
</tr>
</tbody>
</table>

Issued By (Name of Insurance Company)
ACE American Insurance Company (CHUBB)

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 2. of CANCELLATION (Common Policy Conditions) is replaced by the following:
2. We may cancel this Coverage Form by mailing or delivering to the first Named Insured and the person or organization shown in the Schedule written notice of cancellation at least:
   a. 30 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.

SCHEDULE

Name of Person or Organization:
22nd DAA
ATTN: Concession Department
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

______________________________
Authorized Agent
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

The State of California and the 22nd District Agricultural Association, the San Diego County Fair, their agents, directors, officers, servants, & employees are made additional insured, but only insofar as the operations under this contract are concerned.
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):**
11/20/2019

**PRODUCER:**
Allied Specialty Insurance, Inc.
10451 Gulf Blvd
Treasure Island, FL 33706-4814

**CONTACT:**
Sue Verkoek
PHONE: 727 547 3059
FAX (A/G, No): 727 367 5955
ADDRESS: sverkoek@alliedspecialty.com

**INSURED:**
W.G. Wade Shows Inc.
P.O. Box 51730
Livonia, MI 48151

**INSURER DISCLOSING COVERAGE:**
MAID: 2
INSURER A: T.H.E. Insurance Company
12345

**REVISION NUMBER:**

**COVERAGE:**

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<tr>
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<td>Claims-Made</td>
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<td>03/31/2020</td>
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<td>MED EXP (Any one person): $10,000</td>
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</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101):**
Additional Remarks Schedule, may be attached if more space is required.

**EFFECTIVE FROM:**
ADDITIONAL INSURED: The State of California, the 22nd District Agricultural Association, The San Diego County Fair, The Race Track Authority, The California Department of Finance, The California Department of General Services, The California Department of Food and Agriculture, the California Air Services Authority and their respective agents, Directors, officers, servitors, and employees, are made as additional insured, but only insofar as the operations under this contract are concerned.

30 days cancellation clause applies.

22nd DAA/ Del Mar Fairgrounds
2260 Jimmy Durante Blvd
Del Mar, CA 92014-2216

**AUTHORIZED REPRESENTATIVE:**
Carol A. Sirva

The ACORD name and logo are registered marks of ACORD
B. See Certificates attached at end of proposal

C. References — See 5.3.1 (A) and 5.3.2 (A)

D. Employee Hiring and Training, Carnival Operations, Emergency Plans and Procedures

EMPLOYEE HIRING
All State 38 employs courteous, well-trained, professional operators for concessions. Working with domestic workers and non-profit volunteers, we have built a very capable team of safety conscious, customer serviceminded employees.

To begin work with All State 38 we first make sure that a potential employee is properly qualified. All applicants must:

- Provide a government issued picture ID and Social Security Card.
- Fill out all required government forms.
- Produce next of kin information and disclose any arrest other than a routine traffic violation.
- Submit to a full background check including criminal history.
- Undergo a drug screening.

After the above have been successfully completed, the next step in the process is employee orientation. During orientation, new hires become familiar with the midway, our operating philosophy and company policies. Employees are given a handbook and asked to sign a document that they understand our policies. A copy of our employee manual is attached. (Addendum)

Each new hire is then placed with a supervisor to learn all the aspects of their job including hours of operation, set/up prep work, ticket or cash handling, scanning and other procedures as well as receive training with guest relations and customer service.

Our supervisors have many years of training and experience.

By providing our employees the training they need to properly do their work, empowering them to provide excellent customer service and creating a sense of ownership, All State 38 has been able to hire and maintain the best qualified and motivated workers in the industry. Our senior management and staff, with years of major event expertise, supervise our frontline employees, maintaining a consistent level of quality and customer service on the midway. Our procedures and policies help us provide our customers with a world class event experience in a safe, customer friendly environment.

Carnival Game Operation Policy — see the following pages.
Game Operation and Policy

Game Appearance

- All Games have unique canvas for each fair and/or carnival and will be in unison at each event.
- All canvas is new and any signs of fading from weather or if canvass has been torn, personnel must report canvass damage to All State 38, INC game managers, Robert West and Robert Ellis immediately.
- All Games have LED lighting. All lighting must be on during operation.
- All Mechanical games must have a 2 1/4 pound ABC fire extinguisher in the game at all times.
- Each game must have a trash can and no trash is allowed in the game or on the midway for any reason.
- All games must have proper signage displayed at all times. For a description of proper signage see below.

Signage

- The price to play the game, basic, rules, and any prize “trade-up” instructions for each game shall be prominently and legibly displayed for view by potential players at the entrance or on the face of each game.
- Signs stating the price for playing the game shall be prominently displayed and no other price may be charged or accepted by any staff member.
- Each game is required to use All State 38, INC approved signage that is designed by Public Relations Manager, Debraun West. No other staff member may make any sign at any game. If a specific sign is needed at any game at anytime a staff member may put in a request with Game Management, Robert West and Robert Ellis.
- All signs are made of permanent material and no hand made signs are allowed in any of All State 38, INC’s games.

Merchandise

- Each of All State 38, INC’s games use the best effort to distribute to all players of each game, at least merchandise having a whole value, in the aggregate of between 25% and 30% of the game gross for each game on All State 38, INC game midway. Each game will be checked daily by Trudy West, Merchandise Manager.
- Daily stock reports are completed by Trudy West the Merchandise Manager and will be submitted to Adam West, General Manager for daily review.
- All merchandise must be displayed in the game and visible to all potential players.
- All prizes displayed must be winnable and display a sign that explains how to win any and all prizes. Please see Signage for any clarification.

Rules for Game day-to-day Operations

- All games must collect payment before each play. Charging a player after playing the game is not allowed by an All State 38, INC.
- All State 38 INC staff must inform each player of the price to play prior to accepting payment. Payment must be received prior to play.
- Price of each game is determined by Adam West, General Manager of All State 38, INC and no staff member may over ride the price of any game a anytime.
- No obstacles shall be placed to hinder the play of the player e.g. no merchandise can be in the way of the play, all large items must be hung inside the game.
- All State 38, INC does not allow games to be operated as such that the staff member determines the outcome of the game.
- All State 38, INC does not provide games that may be considered flat stores, alibis, games of chance, or mixed games of chance and skill.
- All State 38, INC does not permit staff to give any free or bonus games to players or potential players.
- All prizes must be approved by Adam West, General Manager. No staff may use personal items to entice potential players.
- No staff is permitted by All State 38, INC to alter any game in any way e.g. no baskets or tubs can be unsecured at any time.
- Any game using a microphone or stereo equipment must be approved by Adam West, General Manager and the sound decimal will be checked throughout the duration of every event.

Staff Rules

- Each Staff member must have training from Robert West, Training Implementation Specialist.
- Each Staff member must meet with Debraun West, Human Resource Manager prior to attending training.
- Each staff member must pass a background check prior to attending training.
- Each staff member must pass a drug test prior to attending training.
- Staff must be in proper uniform for each event. If staff has any questions about the uniform for any particular event they may ask the Training Implementation Specialist, Robert West.
- There is no smoking in or around any of All State 38, INC games at anytime and all staff members must follow the smoking policy set forth by the event, city, county, and state that the event is taking place.
- There is no alcohol allowed by any staff member before or during operating hours and is never permitted on the grounds of any event.
- There is no eating allowed in the game. A daily break schedule will be set by Game Managers, Robert West and Robert Ellis, please plan your meals accordingly.

Soft sell Approach

- All of All State 38, INC staff must maintain a soft sell approach.
- Definition of a soft sell approach: a sales approach that features subtle language and non-aggressive sales techniques. These techniques are taught during All State 38, INC's training and if any staff member that has any questions and/or is in need of any techniques of a soft sell approach please ask one of the game managers, Robert West and/or Robert Ellis.
- For All State 38, INC a soft sell approach does not mean that staff is no longer approachable. The goal is to not to harass the potential player, but to look welcoming and show interest in the potential players experience at the event. You may not ask them to play but a potential player must feel comfortable to approach you to play, and all staff is the leave a lasting impression that leaves the player with event memories.
- All potential players must initiate conversation with all staff members, however, all staff members are required to smile and look interested in the potential player.
- No staff member is allowed to touch any player and/or potential player.
- No physical items may be used to entice the potential player e.g. no objects can be thrown out of the game onto the midway for a potential player to pick up and be lured into the game.
Safety

- Safety is a priority for All State 38, INC and all staff members must be trained prior to working with our company.
- All staff members must be briefed at each event of any new rules for the event and some events may require additional training.
EMERGENCY ACTION PLAN —
See Addendum B

E. Drug Testing Policy
See Table of contents for Addendum B for full policy.

DRUG FREE WORKPLACE POLICY
As a company, our employees, management and staff are our greatest asset. Without enthusiastic, dedicated people, we would not be able to maintain the quality of presentation, excellent safety record and commitment to customer service that we expect of our staff and personnel.

For this reason, it is imperative that we have a sound Drug Free Workplace policy in place for our customers and employees. We accomplish this through:

- Pre-Employment Drug Screening
- Random Drug Screening
- For Cause Screening

F. Background Check Policy

PRE-EMPLOYMENT BACKGROUND CHECKS
All State 38 has always required potential employees to provide a government issued picture ID and Social Security Card as well as complete all required government forms as part of the hiring process. They are asked for references, next of kin information and disclosure of any arrest other than a routine traffic violation.

Our company consistently strives to improve the hiring of qualified, responsible personnel. A full background check including criminal history is obtained and provides us with another tool to evaluate the potential employee. Thoroughly screening employees is another way we ensure the quality of our personnel on the midway. All employees at the San Diego County Fair will have to undergo a background check before employment. Please find a copy of our employee handbook attached for a more complete list of policies and procedures.

G. Sub-Contractor Document

All State 38, Inc. will only have one contractor for the San Diego County Fair, Wade Shows. Wade Shows will supply all elements of the electronic ticketing system including:

- 40 self serve kiosks
- 400 readers
- 40 POS systems
- All other components needed to successfully operate the system
In addition, Wade Shows will provide:

- 16 double window ticket booths
- 2 Guest relations trailers
3.3

DESIRED QUALIFICATIONS
3.3 DESIRED QUALIFICATIONS

A. Circle of Excellence:

We note that the 22nd DAA prefers the OABA's Circle of Excellence designation for RFP responders. The program was initially designed for carnival companies and later expanded to concessionaires. While we applaud the OABA's efforts to give recognition to carnivals and some concessionaires that undergo the process, at the time the program was introduced, we were in a position where our operation and reputation spoke for itself. We were already playing many of the largest fairs in US and they knew our operating ability intimately which we believe is the best measure of performance.

In fact, very few game operators are members of the Circle of Excellence because the program is not as comprehensive as it is for ride operators. We looked at the listing of Circle of Excellence recipients and found that NONE OF THE GAME CONTRACTORS AT THE 2019 SAN DIEGO COUNTY FAIR WERE MEMBERS OF THE COE. If your carnival is certified under the COE, that does not mean your game concession operation is also certified, they must be assessed separately.

Second, the COE does not certify Electronic Ticketing systems which are a major part of the RFP. We take exception with this criterion because we believe it is unnecessarily exclusionary and does not add any value to the decision making process.

B. See sections 5.3.1 (A) and 5.3.2 (A)

C. Again, we take exception with this criterion as being so narrow as to describe only one participant and does not add any value to the response. If we can demonstrate the ability to operate a digital ticketing system at major events and the ability to operate games at an event, we have certainly given ample proof of ability.

Certainly the 22nd DAA must know that it is highly unusual for a ticketing company to operate games as well for a variety of reasons. To tie the two together as a preferred qualification narrows the pool of participants to a single operator and we take exception with this "desired qualification" as well.
PROPOSER/CONTRACTOR STATUS FORM
Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Adam West  
Position/Title: President  
Telephone Number: 763-232-2305  
Email Address: All State 38, INC  
Signature: [Signature] 1/8/19

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records and seal of All State 38, INC, a corporation duly conformed pursuant to the laws of the state of Texas, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of All State 38, INC and takes effect on January 8, 2019.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

[Signature] 1/8/2019  
Secretary
PROPOSER/CONTRACTOR STATUS FORM

RFP #19-04

Contractor's Name: All Trade 38, Inc. (full business name)

Address: 512 W. Pecan St., Suite 313

City: Austin, TX 78701 (principal place of business)

County: Travis

Zip Code: 78701

Federal Employer ID #: [redacted]

Status Of Contractor Proposing To Do Business (Please check one)

_____ Individual  _____ Limited Partnership  _____ General Partnership  [X] Corporation

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

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

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

If a partnership, list each and every individual partner, (1) identifying each individual partner's full name; (2) stating whether each individual partner is a limited partner or a general partner; and (3) identifying the specific interest of each individual partner in the partnership:

Corporation

Place and date of incorporation: Texas, May 2005

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

(Date)

Current Officers

President: Adam West  Vice President: Debrair West

Secretary: Debrair West  Treasurer: Adam West

Other Officers: __________________________

RETURN THIS FORM WITH YOUR PROPOSAL

Status Form Page 1 of 2
PROPOSER/CONTRACTOR STATUS FORM (Continued)

RFP #19-04

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 business name statement 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 bid package.

Your small business ID number: ______________________

Pending Litigation or Hearings

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

See Attached

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.

Adam West—President

(Print Name & Title)

(Date)

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

RETURN THIS FORM WITH YOUR PROPOSAL Status Form Page 2 of 2
Pending Litigation

George Velez v. Joyce Hazel Jansen-Pape, Adam Robert West and All State 38, Inc.;
Cause No. 89654-CV; in the 412th Judicial District Court of Brazoria County, Texas.

Status of lawsuit: This is a personal injury lawsuit arising out of a motor vehicle accident
involving vehicles being operated by Plaintiff George Velez and Defendant Joyce Hazel
Jansen-Pape. The attorney for the Plaintiff has initiated very little activity. The lawsuit does
not have a trial setting nor has any Scheduling Order or Docket Control Order yet been
entered by the Court or requested by Plaintiff’s counsel.
CERTIFICATE RE; CALIFORNIA GOVERNMENT CODE 1090 DISCLOSURE OF INTERESTS FORM
Certificate re California Government Code 1090 and Disclosure of Interests

RFP # 19-04, Digital Ticketing System and Carnival Game Operations ("RFP")

_________________________ as a representative of
Print Name:  ____________________________

Name of Proposer ("Proposer")

and with the authority, acknowledge that, the above Proposer has read, understands, and agrees to comply with (1) the requirements of California Government Code, Section 1090 et seq.; and (2) any and all other conflict of interest and ethics laws applicable to Proposer in 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") and 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 California law, including Government Code Section 1090, et seq., may be considered void and the Proposer shall not be entitled to any reimbursement or compensation for the Proposer's performance of the resulting Agreement, including reimbursement of costs or 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 rights and remedies at law and in equity concerning any such violation.

The Proposer agrees to provide a written list to the Contact Person listed on the cover of the RFP identifying all known, suspected, or potential financial or familial interest with any 22nd DAA director, official, officer or employee and/or their respective immediate family members, 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
Certificate re CGC 1090 and Disclosure Form
Page 1 of 2
I certify that I have no known suspected family or business relationships with any director, officer, official, or employee of the 22nd DAA.

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)

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.

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:

All State 28, Inc

(NAME OF PROPOSER)

(SIGNATURE)

Adam West

(PRINT NAME)

(President)

(TITLE)

11/10/19

(DATE)

RETURN THIS FORM WITH YOUR PROPOSAL
Certificate re CGC 1090 and Disclosure Form
Page 2 of 2
State of California
Secretary of State

CERTIFICATE OF QUALIFICATION

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that on the 18TH day of NOVEMBER 2019, ALL STATE 38, INC., a corporation organized and existing under the laws of TEXAS, complied with the requirements of California law in effect on that date for the purpose of qualifying to transact intrastate business in the State of California, and that as of said date said corporation became and now is qualified and authorized to transact intrastate business in the State of California, subject however, to any licensing requirements otherwise imposed by the laws of this State.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of November 19, 2019.

[Signature]
ALEX PADILLA
Secretary of State

NP-25 (REV 02/2019)
**Secretary of State Statement and Designation by Foreign Corporation**

**IMPORTANT — Read Instructions before completing this form.**

Must be submitted with a current Certificate of Good Standing issued by the government agency where the corporation was formed. See Instructions.

- **Filing Fee** — $100.00 (for a foreign stock corporation) or $30.00 (for a foreign nonprofit corporation)
- **Copy Fees** — First page $1.00; each attachment page $0.50; Certification Fee - $5.00

Note: Corporations may have to pay minimum $800 tax to the California Franchise Tax Board each year. For more information, go to www.ftb.ca.gov.

1. **Corporate Name** (Go to www.sos.ca.gov/business/辦/name-availability for general corporate name requirements and restrictions.)

   **ALL STATE 38, INC.**

2. **Jurisdiction** (State, foreign country or place where this corporation is formed — must match the Certificate of Good Standing provided.)

   **TEXAS**

3. **Business Addresses** (Enter the complete business addresses. Items 3a and 3b cannot be a P.O. Box or "in care of" an individual or entity.)

<table>
<thead>
<tr>
<th>Address</th>
<th>City (no abbreviations)</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Initial Street Address of Principal Executive Office - Do not enter a P.O. Box</td>
<td>512 W MARTIN LUTHER KING JR BLVD STE 313</td>
<td>Austin</td>
<td>TX</td>
</tr>
<tr>
<td>b. Street Address of Principal Office in California, If any - Do not enter a P.O. Box</td>
<td>City (no abbreviations)</td>
<td>State</td>
<td>Zip Code</td>
</tr>
<tr>
<td>c. Mailing Address of Principal Executive Office, If different than item 3a</td>
<td>City (no abbreviations)</td>
<td>State</td>
<td>Zip Code</td>
</tr>
</tbody>
</table>

4. **Service of Process** (Must provide either Individual OR Corporation.)

   **INDIVIDUAL** — Complete Items 4a and 4b only. Must include agent’s full name and California street address.

<table>
<thead>
<tr>
<th>Address</th>
<th>City (no abbreviations)</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. California Agent’s First Name (If agent is not a corporation)</td>
<td>Middle Name</td>
<td>Last Name</td>
<td>Suffix</td>
</tr>
<tr>
<td>b. Street Address (If agent is not a corporation) - Do not enter a P.O. Box</td>
<td>City (no abbreviations)</td>
<td>State</td>
<td>Zip Code</td>
</tr>
</tbody>
</table>

   **CORPORATION** — Complete Item 4c. Only include the name of the registered agent Corporation.

<table>
<thead>
<tr>
<th>City (no abbreviations)</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>c. California Registered Corporate Agent’s Name (If agent is a corporation) — Do not complete Items 4a or 4b</td>
<td>CA</td>
<td></td>
</tr>
</tbody>
</table>

Corporate Creations Network Inc. [C2250455]

5. **Read and Sign Below** (See Instructions. Office or title not required.)

I am a corporate officer and am authorized to sign on behalf of the foreign corporation.

**Signature**

[Signature]

**Type or Print Name**

Jenisa Irizarry

**SSDC-SiN (REV 650819)**

**2010 California Secretary of State bizfee.sos.ca.gov**
Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697  

Ruth R. Hughes  
Secretary of State  

Office of the Secretary of State  

Certificate of Fact  

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles of Incorporation for All State 38, Inc. (file number 800476472), a Domestic For-Profit Corporation, was filed in this office on April 04, 2005.  

It is further certified that the entity status in Texas is in existence.  

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on November 18, 2019.  

Ruth R. Hughes  
Secretary of State  

Phone: (512) 463-5555  
Fax: (512) 463-5709  
TID: 10264  
Dial: 7-1-1 for Relay Services  
Prepared by: SOS-WEB  
Document: 927665740002
ADDENDUM A

EMPLOYEE HANDBOOK
EMPLOYEE
POLICY AND
SAFETY
PROCEDURES
HANDBOOK

All State 38, INC.
Employee Handbook Safety Policy and Procedures Guidelines

Employment Requirements
Supervisor Responsibilities
Employee Responsibilities
Employee Safety
All State 38 would like to take this opportunity to welcome you to a challenging and exciting business—the carnival business, the business of providing fun and memories to families everywhere. We hope that you will enjoy your employment with us, gain useful skills, and help us provide a safe fun and memorable experience to all of our guest.

**Safety is our Number One priority.**

As an employee of All State 38 you must understand that the safety of our guest and other All State 38 employees will be your number one responsibility. During the months ahead, you will be playing host to a wide range of individuals who are our guest. It is your duty to make sure that the guest abides by all safety rules set forth by All State 38 and have a pleasant time while attending our show. We put the most important part of our business—OUR GUEST in your hands.

**REMEMBER, SAFETY FIRST, LAST AND ALWAYS!**

**Our Guest Are Your Livelihood**

Almost all visitors to the locations we play come for one reason—to have an enjoyable time with their families. That means that sooner or later they will meet you. Your wages are paid by our guest. We work while others play. All State 38 guests visit our show to have fun and be entertained.

How you act toward the guest at your concession will have a lasting impression. You should always project a positive attitude and treat them with courtesy. Treating the guest with a friendly, professional attitude will insure that our company will be a success.

**Your Employee Handbook**

To make your beginning employment with All State 38 easier, we have provided this handbook to help you. It will provide you with valuable information that you will need during your employment with us.

Please take the time to read your handbook. You should also take the time to review the handbook from time to time throughout your employment. If at any time you have any questions concerning your job or your handbook, please discuss them with your supervisor.

All State 38 strives to present a reliable, professional work force to our guest. You are an important part of our business and carry a large responsibility.
Employment Requirements

All State 38 employees must be at least 18 years of age prior to employment. Federal law requires you provide a valid photo ID for verification. All All State 38 employees must have a social security number. You must have proof of this at time of employment.

Inappropriate Behavior and/or Criminal Activity
There is to be no inappropriate touching, use of foul language or gestures towards any Patron or Fellow Employee during the performance of your job. Such action by an employee will be in violation of The Policy and Procedures of All State 38 and will be deemed working outside of the scope of their employment with grounds for immediate dismissal. Secondly, any employee who is caught and charged with a criminal offense in violation of any state law in these United States will be grounds for immediate dismissal.

Employee Responsibilities
As an employee of All State 38, you have become a member of a team whose goal is to maintain a professional appearance and provide the highest level of guest safety possible while providing our guest with fun and entertainment.

Every employee shares in this responsibility. An All State 38 employee represents our company to the visiting public.

Your Job’s Responsibilities may include but are not limited to:
The safe operation of all games and equipment.
The safe erection and dismantling of company equipment.
Assist in training new personnel in their job duties.

Once qualified, performing safety checks and inspections of all show equipment.
Cleaning and maintaining a neat appearance of the midway and equipment.

All State 38 employees should become proficient in more than one area as you may not always be working the same assignment, game or schedule.

All State 38 employees are required to follow all laws, policies and conditions set forth by fair management, sponsoring agencies, and local law enforcement officials.

All State 38 employees are required to familiarize themselves with all company policies including safety procedures, uniform and grooming code, draws, and the contents of this handbook.
Your Attitude Matters

Your attitude toward our guest is important. There are many jobs where a good attitude does not matter; however, as an employee of All State 38 your attitude will have an impact on the entire company.

A training period of thirty (30) days is in effect for all All State 38 employees upon full time hire. During this initial thirty-day period your performance and job suitability are evaluated by both you and your supervisor. During this period, termination can occur following one verbal warning. Please see the All State 38 Discipline Policy and Procedures for more information.

Appearance and Uniform Policy

All State 38 requires that you represent our company in the best possible manner at all times. The following have been established and must be complied with:

- All All State 38 employees are required to practice good personal hygiene including regular bathing, use of deodorant/antiperspirant, clean and combed hair and clean hands and fingernails when operational.

- Male personnel's hair must be neatly trimmed and kept clean at all times. Hair may not extend below the top of the collar line of your uniform shirt. Beards and mustaches are allowed if they are kept neatly trimmed. Otherwise, male personnel must be clean shaven each day.

- Female personnel must maintain simply arranged and well-groomed hair styles. Extreme hair styles are not permitted and hair color should be natural-looking.

- Jewelry is permissible when worn in good taste; however, it must be limited in size and amount. Show office has the final authority on this issue. Male personnel must remove earrings during work hours. All body piercing that can be seen must be removed or covered during work hours.

- Your Uniform must be kept clean. Stains and holes in your uniform are not acceptable. Uniforms are available from the Uniform Office. Uniform shirts are to be turned in at the close of each day to be washed. There is no charge for this service unless the uniform shirt is stained beyond cleaning, torn or not turned in. Then the price of the shirt may be deducted from your salary. All State 38 knit hats are only to be worn when temperature is below 65 F.
Terminating Your Employment
This handbook has been provided to you to assist in your adjusting to show life. Throughout the book we stated a number of guidelines which must be followed during your employment. Failure to follow these rules may result in your dismissal.

The following can warrant immediate termination:
Misuse or misappropriation of All State 38 property including stealing money, sell company property for cash.
Blatant or continuous disregard of any policies or procedures outlined in the handbook.
Possession, use, or sale of narcotics or illegal drugs, whether on or off duty.
Consuming alcoholic beverages during work hours or reporting to work under the influence of the same.
Possession of dangerous or lethal weapons.
Immoral, indecent or discourteous conduct or language; using profane language in the presence of guest.
Intentional or negligent action which damages the property of the show or endangers the safety of any guest or employee.
Insubordination.
Fighting or causing any unusual disturbances within the show grounds.
Falsification of information provided on an application of employment.
Falsification alteration of any company records.
Any violation of safety regulations or procedures.
Disclosure of sensitive information to unauthorized persons or outside organizations.
Use of a cell phone or any electronic device with a head/ear piece can be cause for suspension or dismissal. Concession operators or attendants must not have a phone on their person; all cell phones must be checked into Safety office prior to going on operational duty.

In the event you are terminated from All State 38, you will be paid from the Office within one hour. You will be required to turn in all company property that has been issued to you before you are paid. This will include all uniform items, issued PPE (Personal Protection Equipment) and your employee identification card.

In the event you quit your job, your pay period remains the same. You will receive your pay at the same time as the rest of the employed crew. You must turn in all company property that was issued to you including uniforms, PPE and identification card in order to be paid.

Breaks
You will receive break/breaks at some point during the day. You will be informed of the amount of time for your break when you are relieved. Do not leave your concession until you are relieved unless you have an emergency. In case of an emergency you must secure
the concession and alert All State 38 employees in your area of the emergency. No concession should ever be left unattended.

SAFETY FIRST, LAST, AND ALWAYS
Safety is everyone's responsibility. It begins with a positive approach and conscious effort toward your job. Accidents seldom just happen—they are caused. Usually they occur because someone forgot, did not know, was not told or did not use good judgment. You should keep your mind on your work, think about what you are doing, and focus yourself to perform your job.

Accident Prevention
Preventing accidents is an important part of your job. By being aware of how accidents are caused you can prevent many accidents from ever happening. Accidents are caused by unsafe attitudes which can include boredom, overconfidence, impatience, or recklessness. You should devote your full attention to your job. Do not allow yourself to become distracted or absentminded. Other factors that cause accidents are unsafe behavior, passing the buck, taking shortcuts or ignoring warning signs. You should never take unnecessary risks or shortcuts that may endanger you or a guest. When you find an unsafe condition or problem, you should report it to your supervisor or correct it at once. Always use the correct tool and PPE for the job. You may injure yourself or some else if you so not use tools properly.

Unsafe conditions are accidents waiting to happen. These hazards can include grease or oil spills, tripping hazards or broken equipment. The most frequent accident on a show midway is a slip and fall. You should constantly check your game area for conditions that could cause a slip and fall.

Fire Prevention
Fires can start small and grow with lighting speed. Fire knows no bounds. Unchecked, it can consume everything in its path. To keep this from occurring, good fire prevention practices must be followed. Trash and litter should be removed frequently and should not be allowed to accumulate. Game areas should be kept neat and clean. Keep the equipment clean and free of excess grease. Hazardous or flammable materials should be labeled and stored in their proper containers in designated areas. Concession and attraction exits should be kept clear and unobstructed. Wiring should be up-to-code and of correct size with good grounds and proper connections. Smoke only in designated areas and always observe posted “NO SMOKING” signs. In the event a fire does occur, you should be aware of the location of the closest fire extinguisher and know how to operate it. Remember, if a fire occurs, do not panic. Evacuate all guest and All State 38 employees to a safe location and report the fire to your supervisor.

Extreme Weather Conditions

Certain weather conditions, such as high winds or rain, can interfere with normal operation. Some of our equipment will remain open during inclement weather; others must be closed for
safety reasons. Your foreman or supervisor is aware of the storm procedures for your particular concession. If your foreman is not immediately available and you are unsure about continuing the operation of your game, contact the office.

Generally, in severe storms and heavy rains, all equipment will close temporarily and reopen as soon as possible.

Incident Procedures

Employee Accident—All employee accidents must be reported to your supervisor and the Show Office. This includes injuries which you may feel are of a minor nature. Any injuries not reported may not be ineligible for Worker’s Compensation coverage.

Minor Guest Incident—Assist the guest in obtaining first aid in any incident. Ask the guest if he or she is able to walk to the office. If they are able, notify your supervisor immediately and have them escorted to the show office. Fill out an incident report as soon as possible after the incident.

Serious Guest Incident—Notify your supervisor immediately. Have someone remain with the injured guest and make them as comfortable as possible. Do not attempt to move the guest unless their life is in danger due to their location. Keep other well-meaning guests away to prevent them taking drastic or possible harmful actions. Move any crowds or bystanders back from the incident scene to make room for emergency personnel and vehicles. Complete an incident report as soon as possible after the incident.

Do not discuss the incident with anyone unless released to do so by management. Refer all questions to the show management.

Conclusion—It is hoped that this information makes you familiar with what is expected of you as a All State 38 employee. It is your responsibility to read and understand its contents. In the event you have any questions now or in the future, Please Ask.

REMEMBER SAFETY FIRST! LAST! AND AWAYS!

EMPLOYEE SAFETY PROCEDURES AND GUIDELINES
GUEST AND EMPLOYEE SAFETY IS OUR TOP PRIORITY
IT IS YOUR DUTY TO ENSURE
A SAFE AND SECURE WORKPLACE AND CARNIVAL MIDWAY
STUDY THE FOLLOWING GUIDELINES AND PROCEDURES CAREFULLY

EMPLOYEE SAFETY

The Amusement Industry employs in the range of 750,000 people annually. Safety guidelines and procedures have been developed and must be followed to ensure that consumer and fellow All State 38 employees are protected. The following guidelines will provide an overview of some of the responsibilities and practices that should be the beginning of this safe environment.

SUPERVISOR’S RESPONSIBILITIES

The Supervisor is the first line of defense in the safety program. His or her practices and examples are viewed as what is acceptable for the other All State 38 employees. As a supervisor, some safety concerns should include the following:

- Be alert to the safety of his/her All State 38 employees.
- Pass on good safety practices and enforce safety rules and regulations.
- See that the injured employee reports his or her injuries, receives first aid treatment, and/or reports any treatment received from medical personnel for a work related injury.
- Be familiar with and enforce OSHA standards, rules, regulations and orders.
- Be active in the safety training of their All State 38 employees as needed. Ensure that that the employee has been trained, completed the training form and is comfortable with their duties.
- Be aware of the attitude of All State 38 employees; be familiar with the Drug and Alcohol Policy and signs to look for abuse. Document any discipline procedures Assist in the investigation of work related injuries.

EMPLOYEE RESPONSIBILITIES

It is the responsibility of each employee to follow and comply with the rules and regulations set by the facility, jurisdictional, and/or health and safety entities. An employee should:

- Be responsible for their own safety and the safety of those around them.
- Have an obligation to the company, their fellow workers and themselves to work within the safety guidelines established.

Be Alert at all times to the following 14 basic types of unsafe conditions:
Substandard physical and/or mental condition as a result of mind or mood altering substances.
Lack of or inadequate warning system.
Fire and explosion hazards.
Unexpected movement hazards.
Poor housekeeping hazards.
Protruding object hazards.
Close clearance and congestion hazards.
Hazardous atmosphere conditions.
Hazardous arrangement/placement of storage.
Hazardous defects of tools and equipment.
Inadequate illumination, intense noise.
Hazardous personal attire.
Lack of or inadequate safety devices.
Distractions – use of cell phones, gaming devices while on duty

Many serious accidents are caused by unsafe acts and could have been prevented. Be Alert to the following 14 types of unsafe acts:

Reporting for work while under the influence of drugs and or alcohol.
Failure to secure equipment against unexpected conditions.
Using defective equipment.
Using equipment unsafely.
Taking an unsafe position or posture.
Horseplay.
Failure to wear appropriate protective equipment.
Operating equipment without authority.
Distracted – talking to others, phones, music devices while on duty

**PHYSICAL SAFETY**

Every effort should also be made to insure that the work environment is free from unsafe conditions. The following are some of the general areas that should be addressed:

**Electrical Safety**

All electrical equipment used should be properly grounded.
Electrical equipment should not be used where there is a hazard of flammable vapors, gases, or dust.
Electrical components, junction boxes and switches should be sealed, guarded, and closed.
Equipment that produces arcs or sparks during normal operation should be isolated from flammable areas.
Means of disconnecting motors, circuits, and equipment should be legibly and permanently marked and located so that its purpose is evident.
Illumination should be provided for working areas where switch boards, motor control centers, panel boards, and service equipment is located.
Grounded conductors should not be attached to any other terminal or lead so as to reverse polarity.
Circuit breakers should indicate whether they are open or closed.
Only approved SLO flexible cords should be used.
Safety signs and tags should be used where electrical hazards are present.

Fall Protection

Fall Protection must be utilized whenever All State 38 employees are working 6 or more feet above ground utilizing methods such as guardrails, warning lines, controlled access zones, and safety monitoring systems. Safety belts, properly secured with a lanyard, should be worn when scaffolding or safe work platforms are not available.

Protective Clothing

All State 38 employees should wear clothing suitable to the work they are doing. No loose fitting or torn clothes that might get caught in moving technology or tools.
Eye and face protection should be worn when exposed to flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical vapors, or potentially injurious light radiation.
Protective footwear should be worn where there is a danger of injury from falling or rolling objects or objects piercing the sole and where All State 38 employees are exposed to electrical hazards.
Gloves or protective hand protection should be worn when exposed to hazards from skin absorption of harmful substances, severe cuts or lacerations, severe abrasions, punctures, chemical burns, thermal burns, and harmful temperature extremes.

Ladder Safety

Do not use ladders that have broken, loose or cracked rungs, side rails, or braces. Identify these ladders and remove them from service.
Boxes, crates, chairs, etc should not be used in place of ladders.
Only one employee should work from a ladder (except hook ladders) at one time. If the work requires two All State 38 employees, a second ladder should be used.
Metal ladders or ladders with metal side tails should not be used near energized equipment or lines. (Conductive ladder may be necessary in certain work areas.)
Only approved ladders should be used by All State 38 employees.
If a ladder is to be placed where the opening of a door may displace it, the door should be locked or otherwise guarded.
Straight or extension ladders should not be used unless they are equipped with non-skid safety feet or another means to prevent slippage.
Do not stand on the top two rungs of a ladder. When using a step ladder never use the top step as a platform.
Ladders should not be spliced.
Never place a ladder against an unstable support.
Do not use ladders as a scaffold platform.
Maintain ladders in a safe condition; inspect them regularly for possible damage from use or exposure.
Wooden ladders should be placed on a solid base.
Rungs should be no more than 12 inches apart.
Do not use step ladders as straight ladders unless they are equipped with safety feet.

Fire Protection

Trash and scraps should be kept in appropriate containers. Oil and paint-soaked rags should be placed in covered metal containers.
Observe “No Smoking” signs.
Equipment should be shut off before refueling and hot engines should not be refueled.
All State 38 employees should remain alert to frayed electrical cords or overloaded circuits.
Flammable liquids should be handled only in approved containers.
Fire extinguishers are to be kept fully charged. If an extinguisher is used, it should be reported immediately to a supervisor for attention and replacement.
Fires should be reported immediately by calling the fire department and then your supervisor.
Know the location of fire extinguishers nearest to your work area and be familiar with its proper use.
Fire extinguishers should be inspected on an annual basis.
Outside LP gas storage areas should have at least one approved portable fire extinguisher in the area.
All State 38 employees should be trained on the basic handling, storage, and the use of flammable liquids.

Housekeeping

Good housekeeping should be maintained in work areas at all times.
Work areas should be clear of the accumulation of materials that constitute hazards from tripping, fire, explosion, or pest harborage.
Scrap and trash should be disposed in proper containers.
All State 38 employees should control the accumulation of flammable and combustible materials and residues.
Places of employment should be clean, orderly, and sanitary.
DISCIPLINE POLICY AND PROCEDURES

Guidelines for the All State 38, INC. Discipline Policy

Purpose: To establish rules pertaining to employee conduct, performance, and responsibilities so that all personnel can conduct themselves according to certain rules of good behavior and good conduct.

The purpose of these rules is not to restrict the rights of anyone, but rather to help people work together harmoniously according to the standards we have established for efficient and courteous service for our customers.

Reasonable rules concerning personal conduct of employees are necessary if the show is to function safely and effectively. Your supervisor will keep you informed of the company policies and any changes to those policies.

All State 38 believes that you want to, and will, do a good job if you know what is required to perform your job properly. Your supervisor is responsible for ensuring that you know what is expected of you in your job. Further, it is company policy that employees are given ample opportunity to improve in their job performance.

Policy: Degrees of discipline are generally progressive and are used to ensure that the employee has the opportunity to correct his or her performance. There is no set standard of how many oral warnings must be given prior to a written warning or how many written warnings must precede termination.

Factors to be considered are:

- how many different offenses are involved
- the seriousness of the offense
- the time interval and employee response to prior disciplinary action(s)
- previous work history of the employee

Exceptions: For serious offenses, such as use of a cell phone or electronic device while on duty, fighting, theft, insubordination, threats of violence, the sale or possession of drugs or
abuse of alcohol on company property, etc., termination may be the first and only disciplinary step taken. Any step or steps of the disciplinary process may be skipped at the discretion of All State 38 after investigation and analysis of the total situation, past practice, and circumstances.

In general, several oral warnings should, at the next infraction, be followed by a written warning, followed at the next infraction by discharge. This is especially true in those cases where the time interval between offenses is short and the employee demonstrates a poor desire to improve his/her performance.

**Penalties for Specific Offenses**

Penalties for group 1:

First offense: Oral or written reprimand

Second offense: Suspension or termination

Penalties for group 2:

First offense: Suspension or termination

The following list serves as a guide and is not intended to include all acts that could lead to employee disciplinary action.

**Group 1:** Offenses include:

- being tardy habitually without reasonable cause or being absent without notification or excuse
- leaving your job or your regular work station during working hours for any reason without authorization from your supervisor, except for lunch, rest periods and going to the restrooms
- disorderly conduct on company property
- immoral conduct or indecency on company property
- leaving work before end of shift or not being ready to go to work at the start of shift interfering with the work of other employees
- inefficiency or lack of application of effort on the job;
- violations of company policies outlined in sections of the policy handbook
- contributing to unsanitary conditions or poor housekeeping
- imperiling the safety of yourself and/or other employees and patrons
- malicious gossip and/or the spreading of rumors

**Group 2:** Offenses include:

- **cell phones or electronics that utilize earphones are not allowed in the possession of attendant while on operational duty.**
- inappropriate behavior or language to a patron or another employee
- possession of narcotics, or consuming narcotics on company property
- reporting for work in an intoxicated condition
responsibility for instigating fighting on company property

gambling on company property

dishonesty or removal of another employee's property or company property
without permission

willful destruction of company property; misuse of equipment owned by company

insubordination (Refusal to perform service connected with an employee's immediate supervisor or refusal to obey any reasonable order given by an employee's supervisor or by management)

misrepresentation of physical condition or other important facts in seeking employment

refusal to perform work assigned to an employee

absence for two consecutive working days without notification to the company or without acceptable excuse

petty thievery

possession of firearms, fireworks or explosives on company property without permission from management

not utilizing the proper PPE (Personal Protection Equipment) as required

**Probation.**—You may be placed on probation in connection with the written warning for a period of time determined by your supervisor. Wage increases will not be given during this period, but all other benefits will continue.

**Investigative suspension.**—An investigative suspension is a period, not to exceed three (3) working days, during which time an employee is relieved of his or her job because of alleged serious misconduct.

An employee may be placed on investigative suspension when it is necessary to make a full investigation to determine the facts of the case, as in a fighting, insubordination or theft incident.

If after the investigation:

discharge is warranted, the employee shall not be paid for the period of investigative suspension—the discharge shall be effective on the date of the termination interview.

misconduct is determined, but not of a sufficiently serious nature to warrant discharge, the employee shall receive a warning notice and forfeit pay lost as a result of the investigative suspension and may be placed on disciplinary suspension

if no misconduct is determined, the employee shall return to work within the prescribed period and be paid for the time lost as a result of the investigative suspension

**Disciplinary Suspension**

A disciplinary suspension is a period of not more than three (3) days and may be given in addition to the investigatory suspension or as punishment for the violation. The employee is
relieved of his or her job assignment because of serious or repeated instances of misconduct and shall forfeit pay lost as a result of the suspension or in situations where there is no specific instance of conduct that is so outrageous that justifies termination but there is a pattern of conduct where the employee has continually engaged in one minor infraction of the rules after another and has received a documented verbal and/or written warning for rule(s) infraction(s). Disciplinary suspension would generally not be used as a form of discipline for employees with attendance problems.

Crisis suspension

A crisis suspension is given at the discretion of the supervisor when action must be taken immediately.

Discharge

When the employee is discharged as a result of a serious offense, or as the final step in an accumulation of infractions for which a warning notice or notices have been written, the employee will be discharged for cause instead of being given the option to resign, be laid off, or retire.

Progressive Discipline Checklist for Supervisors

Follow these steps in exercising progressive discipline with an employee:

Before the Meeting

D Arrange to meet with the employee privately. Do not discipline an employee in public or in front of other workers.
D Prepare for the meeting by reviewing your notes and files about both the specific incident or problem in question and any past discipline taken, either verbal or written.

During the Meeting

D Explain to the employee why you've called the meeting if the employee doesn't know already.
D State the specific problem in terms of actual performance and desired performance.
D Review your progressive discipline policy/program with the employee, and explain what steps have been taken already and what the next step is.
D Give the employee a chance to respond, explain and defend his or her actions.
D Acknowledge the employee's story and be sure to include it in your notes of the discipline session.
D Tell the employee that you expect his or her behavior to change. Give specific examples and suggestions.
D Indicate your confidence in the employee's ability and willingness to change the behavior.
D Have the employee repeat back to you or otherwise confirm that he or she understands the problem and is clear on what changes are expected.
D Explain to the employee that you will write a memo summarizing the session as documentation.
D Reassure the employee that you value his or her work and that you want to work with the employee to make sure that he or she can continue to work.

After the Meeting

D Using your notes from the session, write a memo or other documentation that summarizes the conversation.
D If a written warning has been issued, be sure to give the employee the opportunity to sign any documentation for the file.
D Give the employee a copy of the document no later than the end of the day following the conversation.
D If the employee has other supervisors, distribute copies to them, but emphasize that the information is confidential and not to be shared with anyone else.
D Monitor the employee's behavior and performance to make sure that the problem has been corrected.

Progressive Discipline Documentation Checklist for Supervisors

After a discipline session, you will want to make some documentation based on your notes. Use this checklist to make sure you include everything you need in your documentation.

Verbal Warning

Be sure that all verbal warnings are documented in writing. They are a building block to more formal warnings in the future. All documentation should include:

D the employee's name
D the date of the verbal warning
D the specific offense or rule violation
D a specific statement of the expected performance
D any explanation given by the employee or other information that is significant

Example of verbal warning documentation

"I talked to [employee] today about her attendance record and gave her a verbal warning. Since January 1, [employee] has been absent from work on 12 occasions for a total of 17 days. [The employee] response was, 'You can't make people work when they are sick,' and she argued about the verbal warning. I told her that she could request a medical leave of
absence if she needed it, but that I expected her to be here every day unless a doctor says otherwise.

Form Provided Appendix B

**Written Warning**

A written warning is more serious than a verbal warning and represents a progression in the progressive discipline process.

In documenting a written warning, include:

- the employee’s name
- the date of the conversation
- the specific offense or rule violation
- references to previous conversations and verbal warnings about the problem
- a specific statement of the expected performance
- any explanation given by the employee or other information that is significant
- a statement indicating your confidence in the employee’s ability to perform properly in the future
- the employee’s signature—if the employee refuses, include a note on the signature line indicating your attempt to get the employee to sign and his/her refusal to do so

Forms Provided Appendix A, B & C
All State 38, Inc.
Discipline Documentation Form

Employee Information
Name of Employee: __________________________________________
Employee’s Job Title: _________________________________________

Incident Information
Date/Time of Incident: _________________________________________
Location of Incident: __________________________________________
Description of Incident: ________________________________________

Witnesses to Incident: _________________________________________
Was this incident in violation of a company policy? Yes No
If yes, specify which policy and how the incident violated it. ____________________________

Action Taken
What action will be taken against the employee? ____________________________

Has the impropriety of the employee’s actions been explained to the employee? Yes No
Did the employee offer any explanation for the conduct? If so, what was it? ________________

Signature of person preparing report: ________________________________
Date: ________________________________
All State 38, Inc.

Verbal Warning Form

Employee's name:

Date of verbal warning:

Specific offense or rule violation:

Specific statement of the expected performance:

Any explanation given by the employee or other significant information:

Supervisor

Date
Appendix B

All State 38, Inc.

Written Warning Form

Employee's name: [Blank]
Date of conversation: [Blank]
Specific rule violation or performance problem: [Blank]
Previous conversations about the rule violation or performance problem: [Blank]
Specific change in the employee's performance or behavior that is expected: [Blank]
Employee's comments: [Blank]
Supervisor's comments: [Blank]
Employee's signature: [Blank]

Employee was asked to sign this written warning on [Blank] but declined to sign.

Supervisor
All State 38 Progressive Discipline Plan

Misconduct
All State 38 has a progressive discipline policy. The goal of All State 38 progressive discipline system is to give the employee an opportunity to correct employment problems that may arise, rather than to punish employees.

The employee will be kept informed of All State 38 rules and the employee is expected to follow them.

Immediate Disciplinary Action
All State 38 believes that engaging in certain types of misconduct should subject an employee to immediate suspension or discharge, rather than allowing opportunity for correction of behavior through progressive discipline steps.

Disciplinary Steps
Should there be a problem regarding the employee’s adherence to All State 38 rules, the employee will be given three opportunities to change the unwanted behavior:

The employee will be given a verbal explanation of the errant behavior, including a reiteration of what All State 38 rules regarding that behavior is. In addition, the employee will be advised of the consequences of further infractions of the rule in question. If no further problems occur with regard to the issue raised at the verbal warning stage, no further disciplinary action will be taken.

If the problem persists, the employee will be given a written explanation of the errant behavior, including a reiteration of what All State 38 rules regarding that behavior is. In addition, the employee will be advised that continuation of the problem will lead to suspension without pay for a stated period of time. As before, the employee will be given an opportunity to change the unwanted behavior and, if the behavior does not recur, no further disciplinary action will be taken.

If verbal and written warnings fail to bring about a change in the undesired conduct, the employee will be suspended and will be informed that further occurrences of the conduct will lead to the employee’s immediate discharge, without additional warnings.

All State 38 reserves the right to bypass the disciplinary steps and base its disciplinary action on the severity, frequency or combination of infractions when circumstances warrant immediate action.

I have read or had read to me and understand the All State 38 Discipline Policy; My signature below acknowledges the steps to be taken in the event that I have violated company policies.

Signed: ____________________________
Date: ____________________________
Documentation

All State 38 will document a disciplinary process beginning with the first verbal warning. A report of the disciplinary action will be retained in the employee's personnel file; however, if no further disciplinary action is required after one year, the report will remain as part of the employee's personnel file but will no longer be considered a part of the employee's record.

Should a challenge arise regarding the disciplinary action in the report, the report may be used in the ensuing grievance proceeding or arbitration.
ADDENDUM B

DRUG TESTING POLICY
Drug and Alcohol Workplace Policy

All State 38, Inc.
Drug-Free Workplace Policy

Welcome To All State 38, Inc.

All State 38 would like to take this opportunity to welcome you to a challenging and exciting business—the carnival business, the business of providing fun and memories to families everywhere.

All State 38 is committed to protecting the safety, health and well being of all employees and guest in our workplace. We recognize that alcohol and drug abuse pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, and have a negative impact on productivity and morale.

All State 38 has no intention of interfering with the private lives of its employees unless involvement with alcohol and other drugs off the job affects job performance or public safety.

As a condition of employment, All State 38 requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol. All State 38 encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers
Any individual who conducts business for All State 38, is applying for a position or is conducting business on All State 38 property is covered by our drug-free workplace policy. Our policy includes, but is not limited to managers,
supervisors, full-time employees, part-time employees, off-site employees, contractors, volunteers, interns, and applicants.

Applicability
Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for All State 38. Therefore, this policy applies during all working hours, whenever conducting business or representing All State 38, while on call, paid standby, while on All State 38 Inc. or sponsoring entities property, and at company sponsored events.

Prohibited Behavior
It is a violation of our drug-free workplace policy for an individual to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs, or intoxicants.

Searches
Entering All State 38 sponsored property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, vehicles and equipment, and company provided living quarters.

Drug Testing
To ensure the accuracy and fairness of our testing program, all testing will be conducted according to DHHS/SAMHSA guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician’s prescription, for the positive result; and a documented chain of custody.
All drug testing will maintained in a separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, pre-duty, random, post-accident, reasonable suspicion, return-to-duty and follow-up testing upon selection or request of management.
The substances that will be tested for are amphetamines, cannabinoids, cocaine, opiates, phencyclidine (PCP) and alcohol.
Any employee who tests positive will be immediately removed from duty and required to pass a Return-to-Duty test and sign a Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

**Assistance**

All State 38 recognizes that alcohol, drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

Encourages employees to seek help if they are concerned that they or their family members may have a drug and or alcohol problem.

Encourage employees to utilize the services of qualified professionals to access the seriousness of suspected drug or alcohol problems and identify appropriate sources of help. Ensures the availability of a current list of qualified professionals. The ultimate financial responsibility for treatment belongs to the employee.

**Confidentiality**

All information collected by All State 38 through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

**Shared Responsibility**

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on or off-duty use of alcohol or other drugs.

**Cost**

All State 38 will pay the cost of any drug or alcohol testing that it requires or requests employees to submit to, including retesting of confirmed positive results. Any additional test that the employee request will be paid for by the employee.
Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be asked to enter rehabilitation. An employee asked to enter rehabilitation who fails to successfully complete and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Return-to Work Agreements

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set for in a Return-to-Work Agreement as a condition of continued employment.

In addition, employees are encouraged to:

* Be concerned about working in a safe environment.
* Support fellow workers in seeking help.
* Report dangerous behavior to their supervisor.

It is the supervisor’s responsibility to:

* Inform employees of the drug-free workplace policy.
* Observe employee performance.
* Investigate reports of dangerous practices.
* Document negative changes and problems in performance.
* Counsel employees as to expected performance improvement.
* Clearly State consequences of policy violations.

Communication
Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

All employees will receive a written copy of the policy. Copies of the drug-free workplace policy will also be available at the Show Office. The policy will be reviewed in orientation sessions with new employees.

The policy will be reviewed at safety meetings. Employee education about the dangers of alcohol and drug use and the availability of help will be provided to all employees. Supervisors will receive training to help him/her recognize and manage employees with alcohol and other drug problems.
ADDENDUM C

EMERGENCY ACTION PLAN
EMERGENCY ACTION PLAN
EMERGENCY ACTION PLAN ASSEMBLY AREAS

An emergency action plan requires a designated assembly area for employees to report in case of a disaster. Report to the most accessible designated assembly area as soon as safely possible to allow all personnel to be accounted for.

PRIMARY ASSEMBLY AREA:
All State 38 OFFICE

SECONDARY ASSEMBLY AREA
MIDWAY AREA OPPOSITE OF THE All State 38 MAIN SHOW OFFICE

ALTERNATE ASSEMBLY AREA
BUNKHOUSE/TRAILER PARKING AREA

SCOPE
EMERGENCY ACTION PLAN
The following Emergency Action Plan applies to all situations where a particular OSHA Standard specifies that a plan be established. Many times an Emergency Action Plan will call for employees to gather at a designated assembly area. This is to allow all persons to be accounted for. In the event of a major disaster search teams would be dispatched to find anyone not accounted for.

Assembly Areas
Primary Assembly Area in the event of emergency will be the All State 38 Office Area if conditions warrant.
Secondary Assembly Area in the event that the All State 38 Uniform/Safety Office Area is not accessible report to the Midway area across from the All State 38 Main Office if conditions warrant.
Alternate Assembly Area in the event that the Main Office and Employee Office is not accessible report to the Employee Bunkhouse Parking Area.
Employee Accountability Procedures After Evacuations
Each supervisor is responsible for accounting for all their assigned employees. The supervisor or his/her designee reports to a predetermined, designated rally point and conducts a head count. Each employee will be accounted for by name. All supervisors are required to report their head count (by name) to the Safety office personnel.

Fire Protection and Prevention Assignments
Appropriate company personnel have been assigned specific fire protection and prevention responsibilities. Fire prevention equipment must be routinely inspected and tested. Equipment that can increase the likelihood or severity of a fire must be inspected and maintained.

Every game, generator, office and bunkhouse must have the properly rated fire extinguisher onsite and readily available. The fire extinguisher must be inspected weekly and display a current certification tag. The supervisors shall report to the safety office the condition of each extinguisher.

Every bunkroom, office trailer and operational shop trailer must have a smoke detector. The occupant of the room, supervisor of the shop or office manager will be responsible for ensuring that the smoke detector is in proper working order and change the battery at least once a year. They will report the condition and need for replacement of any defective equipment.

In the event of a fire in the housing area, supervisors and/or their designated assistant will safely evacuate the area and send personnel to the designated assembly area for that location.

In the event of a fire in the midway area, operators will be trained to safely evacuate the immediate area, directing patrons to a safe location. Area supervisors and/or their designated assistants will coordinate the evacuation. Employees will then report to the designated assembly area.

ELECTRICAL POWER LOSS PROCEDURE

Occasionally there may be a problem with a power generator. This could cause a section of the midway to completely lose power and go dark. It could also cause a "brown out" which is a partial loss of power.

If you notice the electrical power to your game fluctuating or you have a complete loss power loss:

Remain Calm, notify your supervisor
Do not leave the game
Employee Accident or Injury:

ILLNESS OR INJURY PROCEDURE

1. All accidents or injuries shall be reported to your supervisor no matter how minor.
In the event of an injury requiring medical attention give your name and exact location to your supervisor or office personnel
Describe the extent and nature of any injury

DO NOT MOVE THE EMPLOYEE UNLESS THEY RISK FURTHER INJURY DUE TO THEIR POSITION

Stay with the employee until first aid/emergency arrives, keep all well-meaning employees out of the area
Assist emergency personnel in access to the employee and then assist with any crowd control

Do Not Discuss the incident with anyone other than your supervisor and authorized personnel. Management will make any statements necessary concerning the incident

8. If you are aware of the events leading to the incident, with your supervisors assistance, fill out an incident report as soon as possible

Minor Guest Incident:

Know the location of onsite first aid before operations begin
Notify your supervisor or the office of the injury
Ask the guest if he/she is able to walk to first aid or the office
Assist the guest in obtaining first aid.
Fill out an incident report as soon as possible

Serious Guest Injury:

Notify your supervisor immediately, stay calm and professional
Give your name and exact location
Describe the extent and nature of any injury

DO NOT MOVE THE GUEST UNLESS THEY RISK FURTHER INJURY DUE TO THEIR POSITION

Stay with the guest until first aid arrives, keep all well-meaning guest out of the area
Assist first aid/emergency personnel in access to the guest and then assist with any crowd control

Do Not Discuss the incident with anyone other than your supervisor and authorized personnel. Management will make any statements necessary concerning the incident
8. Fill out an incident report as soon as possible

SEVERE WEATHER – LIGHTNING
PROCEDURES

Weather conditions will be a factor when working. Usually severe weather or lightning will take time to develop in an area, be aware of the wind speeds and know when to shut the game down when high winds are present. Your supervisor will advise you if or when you should close due to inclement weather. If severe weather strikes and your supervisor is not near:

All Personnel

Calmly and safely move guests away from your area, request that they find the closest shelter
Secure machinery, awnings, tents and any loose articles that could become a hazard in high winds
Await your supervisors instructions or in extreme weather seek shelter
After the storm passes, return to your work area or the emergency assembly area

TORNADO

A tornado appears as a rotating, funnel-shaped cloud that extends from a thunderstorm to the ground with whirling winds that can reach 300 miles per hour. Occasionally, tornadoes develop so rapidly that little, if any, advance warning is possible. Before a tornado hits, the wind may die down and the air may become very still. A cloud of debris can mark the location of a tornado even if a funnel is not visible. Tornadoes generally occur near the trailing edge of a thunderstorm. It is not uncommon to see clear, sunlit skies behind a tornado. (Information Obtained from Ready.gov/tornadoes)

The show management will be monitoring the weather conditions reported on television, radio and local authorities, follow directions of your supervisor and:

Be alert to changing weather conditions. Look for approaching storms.

Look for the following danger signs:

- Dark, often greenish sky
- Large hail
- A large, dark, low-lying cloud (particularly if rotating)
- Loud roar, similar to a freight train.
If you see approaching storms or any of the danger signs, be prepared to take shelter immediately.

**Warnings:**
Watch: Means a tornado is possible, remain alert
Warning: Tornado has been sighted or indicated by weather radar; seek shelter immediately. Follow procedures for evacuating your work area safely and securing area if possible.
Ride Personnel:
Calmly and safely stop the game and ask guests to that they find the closest shelter
DO NOT ABANDON THE GAME AND/OR GUESTS
Secure the game, shut off the power, check the area for any loose articles that could be blown around and create a hazard.
Await your supervisors instructions or in extreme weather seek shelter After the storm passes, return to your work station or the emergency assembly area Do not operate the game until your supervisor has given the all clear

**TORNADO**

**Shelter:**
Do not take shelter in an automobile or truck or the amusement ride or tent
Do not take shelter in mobile office or bunkhouse

If possible take shelter in a structure (building) that offers maximum protection. Proceed to interior hallways or smaller rooms. Stay away from windows, glass areas and doorways.

If time does not permit seek shelter in low ground areas, lie flat on the ground
Be aware of possible flooding conditions

Do not seek shelter underneath a highway overpass, it is not a recommended shelter
When conditions are safe report to the emergency staging area and check in with your supervisor

**EARTHQUAKE**

**PROCEDURE**

An earthquake is the sudden, rapid shaking of the earth, caused by the breaking and shifting of subterranean rock as it releases strain that has accumulated over a long time. Although not common, a plan for any extreme occurrence such as an earthquake is sound emergency management.
In the event of an earthquake:

Personnel:

If you are in a building, remain where you are, if possible take cover under a desk, table, bench or in a doorway, hallway or against an inside wall. These are the most structurally sound during an earthquake.

If you are outside, stay away from buildings, rides, walls trees, utility poles and any wires on the ground.

When the shaking has stopped report to the emergency staging area for further instruction when safely possible.

ROBBERY

PROCEDURES

In the event that a robbery should occur, whether at the office, ticket booth, food or game concession, or individual it is the policy of All State 38 that you give the robber whatever they ask for; personal safety is your first priority.

DO NOT:

ARGUE WITH THE PERSON
GIVE THE PERSON A HARD TIME
LAUGH OR MAKE FUN OF THE PERSON
VOLUNTEER ANY INFORMATION

DO:

LISTEN TO AND LOOK AT THE PERSON
OBSERVE ANY DISTINCTIVE TRAITS, TATTOOS OR PIERCINGS
TRY TO ESTIMATE THE AGE, HEIGHT AND WEIGHT OF THE PERSON
NOTE ANYTHING THAT COULD BE USED TO IDENTIFY THE PERSON, CLOTHING, SHOES, ETC.

As soon as the person leaves or releases you, go immediately to the show office or contact your supervisor. Contact any law enforcement person you might see. Give a report and description of person or persons as soon as possible.
CIVIL DISTURBANCE / RIOT PROCEDURES

In the event that a riot or civil disturbance, midway run has started or about to start or a warning by law enforcement officials all All State 38 employees shall:

Ticket Box Personnel:
Stay calm, if possible contact your supervisor and follow their instructions
If possible safely secure the cash and tickets; report to the show office
DO NOT RISK LIFE OR LIMB FOR THE CASH OR TICKETS
If you have to move quickly for fear of life and limb, report to the emergency staging area; if you cannot get to the staging area, report to any law enforcement personnel or show management personnel to be accounted for
Do not under any circumstances become involved in any alteration!

Office Personnel:
Stay calm, if possible contact your supervisor and follow their instructions
DO NOT RISK LIFE OR LIMB FOR THE CASH OR TICKETS
If you have to move quickly for fear of life and limb, report to the emergency staging area; if you cannot get to the staging area, report to any law enforcement personnel or show management to be accounted for
Do not under any circumstances become involved in any alteration!

Maintenance & Grounds Personnel:
Stay calm, if possible contact your supervisor and follow their instructions
If you have to move quickly for fear of life and limb, report to the emergency staging area; if you cannot get to the staging area, report to any law enforcement personnel or show management to be accounted for
Do not under any circumstances become involved in any alteration!

All Other Personnel:
Stay calm, report to the emergency staging area
If you cannot get to the staging area, report to any law enforcement personnel or show management to be accounted for
Do not under any circumstances become involved in any alteration!
TERRORIST THREAT PROCEDURES

The following list was developed to assist management and employees to recognize suspicious persons, activity, items and/or vehicles. The lists are intended to provide guidance but are not to be all-inclusive.

It is important that you look at the big picture and respond accordingly. Any unidentified person loitering in a restricted area should be reported to your supervisor, it is not always an emergency but management should be aware and will respond in the appropriate manner. It is better to be safe than sorry. If the unidentified person is armed with any type of weapon that is considered to be an emergency and should be investigated immediately by the authorities. Do not under any circumstance place yourself or others in jeopardy!

You should immediately report to your supervisor if you see any of the following:

**Suspicious Persons:**
- An unidentified person:
  - Observed loitering near a restricted area for an extended period of time
  - Observed wandering through a restricted area
  - Dressed in oversized or inappropriate clothing that appears to be concealing something
  - Carrying an oversized backpack or large suitcase
  - Who did not enter through the public entrance
  - When acknowledged does not respond or does not provide a responsible explanation for his/her actions
  - Asking specific questions regarding security matters
  - Asking specific questions about key personnel, their work schedules, vehicle, location of parking area, etc
  - Does not have proper identification claiming to be a contractor, law enforcement officer, reporter or service technician

**Suspicious Activity:**

- Two or more unidentified persons loitering near a restricted area
Individuals or groups who are uncooperative if challenged by a supervisor or an employee
Individuals or groups who appear without prior notification or clearance claiming to be contractors or service technicians
Unidentified persons attempting to deliver packages or other items
Unidentified persons who appear to be conduction surveillance of a facility (e.g. - sitting in a vehicle for an extended period of time and/or taking photographs or videotaping, etc)
An unidentified person observed placing an object or package outside a facility and the departing area

Suspicious Items or Vehicles:

Any unattended backpacks, boxes, containers, luggage, packages in a restroom, concession area or near a ride or game
Any item that could be an improvised explosive device. Items with visible wires, antennas, batteries, timing devices, metal or plastic pipe with both ends capped or covered, etc. DO NOT TOUCH OR TRY TO EXAMINE ANY SUSPICIOUS DEVICE, CALL FOR A SUPERVISOR
Rental vehicles/trailers parked nearby without proper authorization
Any vehicle that appears to be overloaded or has any substance leaking from it
Any vehicle parked in an unusual location
Any type of vehicle that appears to be abandoned (e.g. - inspection sticker expired or missing, license plate expired or missing, etc.)

REMEMBER: DO NOT CHALLENGE OR PHYSICALLY INVESTIGATE A SUSPICIOUS PERSON OR ITEM! CALL A SUPERVISOR OR LAW ENFORCEMENT OFFICER

If a bomb threat is received via:

EMERGENCY ACTION PLAN BOMB THREAT

PROCEDURES

Email – Do not delete the message; leave the computer on for possible investigation by law enforcement. Notify your supervisor immediately
In Person – Do not attempt to approach the person; observe the person well enough to provide an accurate description. Notify your supervisor or law enforcement immediately. Telephone – Bomb threats usually occur by telephone

Stay Calm
Keep the caller on the phone
Take notes, ask questions
  When will it explode
  Where is it
  What does it look like
  What kind of bomb is it
  What is your name

Observe the caller’s:
  Speech patterns (accent, tone, slang use)
  Emotional state (angry, agitated, calm. Etc)
  Background noise (traffic, people talking, etc)

In all Cases –
  STAY CALM
  DO NOT IGNORE THE THREAT
  DO NOT ANNOUNCE THE THREAT IN PUBLIC
  If your supervisor can be contacted quickly, do so and let them contact the authorities
  If they cannot be contacted quickly, the person receiving the threat should contact the authorities
  Do not unduly alarm employees or guest, do not broadcast the threat or problem
  Actions should be taken in the most inconspicuous manner

Let the authorities make the decision regarding evacuation of any areas of the fairgrounds or event location

If you are told by authorities to evacuate the area:
  Check the work area for unfamiliar items; DO NOT TOUCH SUSPICIOUS ITEMS;
  report their location to authorities
  Take personal belongings when you leave if possible
  Move well away or meet at a designated emergency area and follow instruction from emergency responders.
PLAN ENEMY

ATTACK

PROCEDURES

The warning of an impending enemy attaché will normally be announced through the use of television and radio. This would normally give the supervisors time to take proper actions. If not, the warning might be sirens, horns, or whistles.

These signals are as follows:

Attack Warning—A 3 to 5 minute wavering tone on sirens or a series of short blasts on horns or other devices. The Attack Warning signal means detection of an actual attack or accidental missile launch. Take protective action immediately. The Attack Warning will be repeated as often as deemed necessary by local government authorities to obtain the required response by the population, including taking protective action related to the arrival of fallout. This signal will have no other meaning and will be used for no other purpose.

Attention or Alert Warning—A 3 to 5 minute steady signal from sirens, horns, or other devices. Local government officials may authorize use of this signal to alert the public of peacetime emergencies. Besides any other meaning or requirement for action as determined by local government officials, the Attention or Alert signal will indicate to all persons in the United States, "Turn on your radio or television and listen for essential emergency information".

At the first indication any enemy action/attack, television and radio stations are required to go off the air, with the exception of designated Civil Defense stations that will broadcast information.
FINANCIAL PROPOSAL FORM
RFP #19-04

In order to submit a financial proposal, the Proposer must abide by all of the parameters as set forth in this RFP. This Financial Proposal Form is submitted for the entire work as described, and shall be used for comparison and evaluation purposes. This form may not be modified. Any changes made to this form, including, but not limited to exceptions, deletions, or additions, may be the basis for rejection of the Proposal. Certified small business Proposers who have included in their proposal a copy of their Small Business Certification Approval Letter shall be granted the applicable preference. The preference shall not exceed five percent (5%). The financial proposal is worth up to 100 points. The financial proposal that offers the highest percentage of gross sales from the carnival game operations to the 22nd DAA shall receive 100 points. The score for each of the other financial proposals shall be determined utilizing the following formula: divided the percentage of gross sales included in the financial proposal by the highest percentage of gross sales, then multiplied by 100 points (e.g. 25% + 30% = .83 x 100 = 83 points). See Section 5.3.4 of this RFP for more details regarding scoring of the financial proposal component of this RFP. The financial score will be added to the technical score to achieve the over-all score for each proposer.

- In the event of a tie, contract shall be awarded to the Proposer with the higher score on the Technical Section.
- In the event of a tie on the Technical Section between two Proposers, the tie will be broken by the toss of a coin by the Contracts Manager, or designee, in the presence of any authorized representatives of the Proposers. In the event of a tie on the Technical Section 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 Contract’s Manager, or designee, shall be the deemed the winning Proposer.

Line Item #1: As described in the Statement/Scope or Work, the Proposer must provide, install, and maintain a complete and fully operational digital ticketing system for all rides and games at the SD County Fair at no cost to the 22nd DAA. In exchange for this valuable system, the 22nd DAA will authorize the Proposer to operate all but one of the carnival games at the SD County Fair for the duration of the fair. Proposer shall share with 22nd DAA a percentage of the gross sales from the game operations at the SD County Fair. The percentage of gross sales offered by the Proposer shall be fixed for the duration of the contract. The minimum allowable share to the 22nd DAA is twenty six (26%) percent.

Line Item #2: All labor, materials, equipment, taxes, fees or other costs to provide (1) the digital ticketing system for all rides and games at the SD County Fair and (2) the carnival game operation at the SD County Fair shall be the responsibility of, and paid for entirely by, the Proposer. In exchange, the Proposer will receive a portion of the gross revenue from the SD County Fair carnival game operation, less the 22nd DAA’s percent share (Line Item #1). The only exception to this is the “rental fee” for digital ticketing system scanning devices that must be used by ride operators during the SD County Fair. The 22nd DAA will charge each ride operator its share of this pass through cost. The rental fee for the handheld digital ticketing system scanning devices will be for the duration of fair, fixed for the contract term and shall not exceed $400.00 per handheld digital ticketing system scanning device per year. No other costs will be allowed under the resulting agreement from this RFP.
FINANCIAL PROPOSAL FORM (Continued)

RFP #19-04

Proposer offers to provide the digital ticketing system and carnival game operations for the San Diego County Fair as described in the statement/scope of work of this RFP and detailed above for their share of game revenue, with the exception of the rental fee for the handheld digital ticketing system scanning devices. The 22nd DAA will receive the percentage of gross game revenue stipulated below. All other costs, including all labor, materials, equipment, fees and California sales tax if applicable will be the bourn of the Proposer.

<table>
<thead>
<tr>
<th>#1</th>
<th>22nd DAA's Share of the Annual Gross Revenue from Carnival Game Operations. The 22nd DAA's share may not be less than 26%.</th>
<th>28%</th>
</tr>
</thead>
<tbody>
<tr>
<td>#2</td>
<td>Hand Held Wireless Scanner Annual Rental Fee (NTE $400.00 each per year)</td>
<td>$ 400.00</td>
</tr>
</tbody>
</table>

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

If yes, Proposer must submit the Small Business Certification Approval Letter with the technical proposal package. All Proposers' must provide the following information and sign this form in order for the "Financial Proposal Form" to be considered.

FIRM NAME: All State 38, Inc.

COMPLETE MAILING ADDRESS: 512 W. MILK JR., BLDG SUIITE 313, AUSTIN, TX 78701

FEDERAL IDENTIFICATION NUMBER: 763-232-2305

TELEPHONE NUMBER: (512) 312-1212

E-MAIL ADDRESS: info@allstate38.com

FAX NUMBER: (512) 312-1213

Proposer certifies to the 22nd DAA that Proposer has thoroughly familiarized him/herself with the terms and conditions of this RFP and any addenda, and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the RFP would have revealed. Important: It is the Proposers responsibility to ascertain and confirm, they have received all addenda issued to this RFP before submitting a proposal. The Proposer must acknowledge their receipt of all Addenda in the space provide below. Your failure to acknowledge all Addenda will result in your proposal being found non-responsive.

List and acknowledge all addenda here: Renewed Addenda No. 1, No. 2 Addenda

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

PRINT NAME & TITLE: Adam West, President

SIGNATURE: __________________________

DATE: 11/01/19

RETURN THIS FORM WITH YOUR PROPOSAL

Financial Proposal Page 2 of 2
RFP 19-04
DIGITAL TICKETING SYSTEM AND CARNIVAL GAME OPERATIONS
PRESENTATION
of
RAY CAMMACK SHOWS, INC.

22ND DISTRICT AGRICULTURAL ASSOCIATION
BOARD ROOM, DEL MAR FAIRGROUNDS
2260 JIMMY DURANTE BOULEVARD
DEL MAR, CALIFORNIA

THURSDAY, DECEMBER 12, 2019
5:00 P.M.

REPORTED BY: Kathryn L. Edwards, CSR No. 7288
IN ATTENDANCE

FOR 22ND DISTRICT AGRICULTURAL ASSOCIATION:
1. Patty Cameron, Midway Admissions Supervisor
2. Mike Ceragioli, Contracts Manager
3. Lena Jouldjian, Box Office Manager
4. Carlene Moore, Deputy General Manager
5. Katie Mueller, Deputy General Manager
6. Kevin Rigsbee, Communications Manager
7. Ron Rogers, I.T. Manager
8. Frederick Schenk, Board Director
9. Rita Walz, Chief Financial Officer
10. Lena Jouldjian, Box Office Manager

FOR RAY CAMMACK SHOWS, INC.
11. Ben Pickett, Vice President
12. Joy Pickett, Chief Financial Officer
13. Ann Kastl, Executive Director of Games and H.R.
14. Bill Lowry, I.T.

DEL MAR, CALIFORNIA, THURSDAY, DECEMBER 12, 2019
5:05 P.M.

---o0o---

MIKE CERAGIOLI: My name is Mike Ceragioli. I'm the contracts manager here, and I really appreciate you coming out here and taking your time to come in here and give us a presentation. A couple things I wanted to say up front.

You can't add to your proposal or change it in any way during the presentation. You're basically giving us a presentation on what you guys gave us in writing. I'm limiting it to one hour, and that's what we've done for the other proposers. So I will take a -- start my little timer on my phone here, and I'll kind of give you a heads-up when you get close to the end.

You can take an hour. If you can get it done quicker, that's fine, too. And then after you're done, our panel here may have some questions for you.

JOY PICKETT: Okay. So after the presentation we'll do some Q and A?
MIKE CERAGIOLI: Correct. What I'll do is we'll start on this end. We'll let everyone introduce themselves.
RON ROGERS: Hello. My name is Ron Rogers. I'm the I.T. manager here at the fairgrounds.

KEVIN RIGSBEE: Kevin Rigsbee, the communications manager.
CARLENE MOORE: Carlene Moore, one of the two deputy general managers.
FREDERICK SCHENK: Hello again. I'm Fred Schenk. I'm a director on the board of the 22nd DAA Ag Association, and I chair Fair Operations for the board.
KATIE MUELLER: I'm Katie Mueller, and I'm the other deputy general manager.
PATTY CAMERON: I'm Patty Cameron, and I'm midway admissions.
RITA WALZ: Rita Walz, CFO.
LENA JOULDJIAN: Lena Jouldjian, box office.
ANN KASTL: Annie Kastl, Executive Director of HR and games.
BILL LOWRY: Bill Lowry, Director of I.T.
BEN PICKETT: Ben Pickett, Vice President, Cammack Shows.
JOY PICKETT: Joy Pickett, CFO.
MIKE CERAGIOLI: Nice to meet you guys.
MIKE CERAGIOLI: You can begin your presentation.
BEN PICKETT: First of all, I'd like to start. Thank you for this opportunity to let us walk through this process with you.

Our involvement with the San Diego County Fair started back in the early '80s, '85 or '86. So our relationship is not new. We have a long-standing relationship, but not in this capacity. We have attended the San Diego County Fair in the capacity of rides, that's mainly our biggest relationship with this. More recently we entered into, last year, with our introduction to FunPass for San Diego County Fair, and that's where we are today.

So we're gonna walk through some slides and just kind of introduce and go over some of the bigger concepts of the company.

So the company is owned by Guy and Charlene Leavitt. The other folks have already introduced themselves. Other than that, there's Chris Lopez, who is the vice president of risk management, and Kim Palmieri, the director of F&B.

JOY PICKETT: I'll just pipe in a little bit. I'm third generation. My parents are both second. "Ray Cammack" stands for my grandfather. When my parents married, they joined both of their parents' carnivals into one, after both of my grandparents tragically passed away. So '83 for one
and '85 for the other, kind of about the time that we introduced ourselves to the San Diego County Fair. So we are now starting to train the fourth generation into our business.

But we're very proud to say that we're a Christian-based company, and we always like to make that known with anybody that we will do business with. So leading into that are our values and our mission statement.

BEN PICKETT: And with that, I'd like to just read that out. And it's "With safety first: To provide and maintain the premier quality entertainment known to the worldwide carnival industry." So that's what we pride ourselves on. That's what we enter into every business negotiation with and even into the day-to-day operation.

Our team. We have some folks that have worked for us for over 40 years; multiple, as many as 30 and 40 people that have been with our company for a long time. If you see up there on the screen, we have over 4,000 years of experience with the entire management and middle management team. That's unknown in the industry in this country.

The Circle of Excellence Program was started from the OABA. We've been participants and members of the Circle of Excellence since its inception in 2004, not only as RCS being a recipient, multiple side companies that are associated with RCS also, subcontractors whether they be concessionaires, all the way through. So there's a total of --

JOY PICKETT: Twenty-two companies.

BEN PICKETT: -- 22 companies that participate, that are associated with RCS, that participate in Circle of Excellence.

Circle of Excellence is an initiative from the OABA, which is a trade organization in the Outdoor Amusement Business Association, that wanted to bring standards to carnival and concessionaire operators. So you had to meet requirements. You had to go through an auditing process that would essentially establish you as a quality operator. Again, we've been participants and recipients since 2014.

OABA, some of you might know, Outdoor Amusement Business Association, Guy Leavitt, past chair, Chris Lopez, past chair. I currently sit on the board, along with Charlene Leavitt. So we're very active in the industry trade organizations and essentially the betterment of the industry as a whole. Charlene actually sits on the board and is involved with the Circle of Excellence and, essentially, lifting the bar of the industry for the participants.

As we go on here, this is kind of an overlay of our O.R. chart of the key personnel and the responsibilities and the people that report through different -- different departments.

Joy, I'll let you touch on some of --

JOY PICKETT: We really feel this is something that sets us apart from other companies in our industry. As Ben said, and I wanted to elaborate a little bit, the average length of employment or subcontractors with our supervisor and upper management is 33 years. I head the accounting department for our company, and I am by far one of the youngest. And some of the women that are in that department are -- have been around longer than I've been alive.

But we really focus a lot -- A lot of people wear several different hats, but we focus their training and certifications in their specific areas. And there is a hierarchy, so a lot of cross-training also happens in those departments. We just wanted to show that off a little bit.

BEN PICKETT: So although I'm the vice president of business development, I oversee the operations of all the rides and the purchasing of the entire company. So I have all 12 of our supervisors, that operate all of the rides, who report up through the executive process.

Joy also oversees a multiple of different things, and Annie also oversees the gaming operation, as she pointed out earlier. And Bill oversees I.T. and gets to work with our fair partners. So --

JOY PICKETT: There's just a lot of strengths in those tiers, and that's why we wanted to show that.

BEN PICKETT: So we put on our route on the larger fairs that we attend each year, and you can see that -- the longevity that we hold contracts with, with our fair partners, the longest being the Spring Fling back in the -- since 1980. The larger fairs in California, L.A. County Fair in '85. We also point out that we've been with the San Diego County Fair since 1985. So our major route is California based. We're an Arizona-based company, but we spend the majority of our season here in California. We have residence here in Orange County. We have winter quarters in Perris, California. So there is -- You know, we have a large base here in California.

JOY PICKETT: And four of our events had attendance of over 1 million or more for at least the
last ten years.

We also participate in the Houston Livestock Show. It's not a fair, but it toggles between the first and second event in the country every year by attendance. Those fairs we have full contracts with. So it's rides, food, games, and FunPass for all three of those entities.

BEN PICKETT: So this is just an oversight of the midways and what we do when we go into those larger events. Arizona State Fair, Antelope Valley, which is up in the high desert, Pima County, Tucson. This is another industry publication that kind of points out those larger fairs and the events that we work with. To Joy's point, the -- you know, we attend -- participate with four fairs over attendance of 1 million people. This is another thing that we think is important for us to point out. This is our crisis communication that's updated annually. And again there's overlays of our upper management and management, down to supervisors that participate in this crisis communication chart. And these are the things, as industry leaders, that we feel it's important to do and be innovators with, which goes into preplanning. Each year we gather together with our management team and plan out the year, and then before each major event we preplan for each event.

I just wanted to touch on the safety department. RCS is equipped with an entire safety department that comprises of Chris Lopez, Linda Kling, Alejandra, Paul, and Katie. This team oversees the safety requirements not only in our rides, but also in general midway and gaming.

Some of the things that we want to point out on the next slide here is the certifications. These certifications are primarily from the ride department and cross over into some of our game operators, but this is just to show the depth of the involvement we have with our management team. And, essentially, we have more certifications from AIMS certifications than -- which accounts for 10 percent of the total certifications that are handed out in the country, and we hold that with one company. We actually have more certifications than the state regulators here in California. And we also cross-train over and train our game department and our food department in that training, as well.

So this's a bit of a timeline on kind of the things that we've kind of implemented over the years,
The course helps increase our revenue, because the kids show to get the best items for our games, which of those. I have the blessing of placing the orders for the high school kids and college kids that come from the area.

KATIE MUELLER: Could you repeat that?

ANN KASTL: 75/25.

KATIE MUELLER: Okay.

ANN KASTL: I'm hoping that -- One of the things that we started I want to say 12, 13 years ago, when we first went to Houston, it was really a struggle to get quality good kids to come to work and stay and work the event. So I reached out to some schools that were struggling with athletic programs and got them to set -- we set up a volunteer program for their high school that entailed the athletic group coach setting up the hours that they wanted for the company. We paid them way above the minimum wage for the hours worked, and then the kids were allowed to sign on to work for themselves for the rest of the year.

JOY PICKETT: Sometimes more.

ANN KASTL: 75/25?

ANN KASTL: Right.

Ben Pickett: At these larger events, when we have attendance over a million people, we go through between 50 and 70 53-foot semitrailers of Teddy bears. So the coordination that happens to get those prizes out there, it's amazing that these folks are able to fit them into the cars, because we're bringing them in by the truckload.

And to see them out there and see those smiling faces, you know, there's been times when we've had to go out -- they'll come back into guest services and ask for a little bit of help. We've had to go out and there with some twine and help them tie some of these certain-size Teddy bears go out, what games are popular, what the public are responding to, and the demographic changes from fair to fair or event.

But again, you know, just to go back over, that's 25 to 30 percent average stock throw. So for every dollar that goes in, 25 to 30 cents goes back out. And then that equates out to between 50 and 70 truckloads of Teddy bears. So --

Joy Pickett: Sometimes more.

Ben Pickett: Sometimes more.

Ann Kastl: Right.

Ben Pickett: But that's what creates the atmosphere, and it's changed the face of the industry. No longer will you see the carnival barkers, the folks that are incentivized by the percentage. We don't believe in that concept. We believe in paying an hourly.

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Joey Charleston, who is the actual games manager, travel to a couple trade shows to make sure that our company is taken care of for all the merchandise that you see there. I think during that event there -- I'll back up a little bit -- that that was right before we opened and we had stock on the midway. So that was just enough to replenish for the weekends. And we -- Usually on Mondays and Tuesdays when we have off is usually when we have our orders come in.

Teddy bears. Boy, do we go through a lot of Teddy bears. So the coordination that happens to get those prizes out there, it's amazing that these folks are able to fit them into the cars, because we're bringing them in by the truckload.

And to see them out there and see those smiling faces, you know, there's been times when we've had to go out -- they'll come back into guest services and ask for a little bit of help. We've had to go out and there with some twine and help them tie some of these certain-size Teddy bears go out, what games are popular, what the public are responding to, and the demographic changes from fair to fair or event.

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Ann Kastl: Right.

Ben Pickett: But that's what creates the atmosphere, and it's changed the face of the industry. No longer will you see the carnival barkers, the folks that are incentivized by the percentage. We don't believe in that concept. We believe in paying an hourly.
As Annie pointed out, we have teenage students and college students in there, which makes up 75 percent of our game attendance. They’re not agents. They’re game attendants. And that what -- that sets us apart, the positive, fresh-looking, young, smiling faces out there and the interaction with the public sending out those Teddy bears.

ANN KASTL: Whenever I see these, I get -- we are very blessed. These kids have been the mainstay of our business. They’ve been a good part of what we’ve done for the past 14 years, and we couldn’t do it without them. They’re good. I enjoy working with the kids. They’re great kids.

JOY PICKETT: Now we will move on to the H.R. department.

Ann's Law, immediately we get a background check and Megan's Law, immediately we get an alert, through their form of identification that we fingerprinted realtime. Reporting, each supervisor or manager has access on their cell phone through an app.

JOY PICKETT: Last year we designed a system called a Raptor system, that a lot of schools use for the carnival industry.

We have overtime alerts. We have a custom -- through FunPass, the custom alert system that goes orange if they start to get close to eight hours, red if they are at the eight hours, so that we know that we need to go out and relieve those employees or, if it's a really busy Saturday night, determine whether or not we're going to pay overtime, because they are subject to overtime in our games.

We do biometric time clocks. Everything is fingerprinted realtime. Reporting, each supervisor or manager has access on their cell phone through an app.

Here's a little bit of our hiring process.

<table>
<thead>
<tr>
<th>Year</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>1990</td>
<td>Started our pre-employment drug testing.</td>
</tr>
<tr>
<td>1999</td>
<td>Started participating in the government’s H-2B visa program. We currently bring over 300 H-2B workers from Mexico, Costa Rica, Australia, New Zealand, and South Africa.</td>
</tr>
<tr>
<td>2000</td>
<td>Began the local charity volunteer program.</td>
</tr>
<tr>
<td>2007</td>
<td>Began our H-2B program, Annie did.</td>
</tr>
<tr>
<td>2009</td>
<td>Expanded the volunteer program, Annie did.</td>
</tr>
<tr>
<td>2015</td>
<td>Custom overtime tracking alert system through FunPass.</td>
</tr>
<tr>
<td>2016</td>
<td>Custom orientation videos by department.</td>
</tr>
<tr>
<td>2017</td>
<td>In 2017 is when we switched the app-based volunteer scheduling and biometric time tracking.</td>
</tr>
<tr>
<td>2018</td>
<td>We had custom uniform tracking and distribution software for our full background checks on every employee.</td>
</tr>
</tbody>
</table>

We consider ourselves a small city.

With the pre-employment drug testing we do very extensive background checks. We have two different systems. One is through a third party, a full background check, and then we also use a system, called a Raptor system, that a lot of schools use for visitors, to make sure, while they’re running the background check and Megan’s Law, immediately we get an alert, through their form of identification that we swipe through, whether or not it’s worth processing them. It will tell us right away if there's something there. So we have also integrated in FunPass, which I touched on in our time.

Here’s the small timeline of our H.R. department with the background check system.

Drug testing.

'94 we began the Megan’s Law.

'99 is when we started participating in our government’s H-2B visa program. Currently we bring over 300 H-2B workers from Mexico, Costa Rica, Australia, New Zealand, and South Africa.

In 2000 we began the local charity organizations volunteer program.

2007 is when we began bar coding and paying hourly, tracking our time, which a lot of carnival game organizations do not do. They're still based on the percentage compensation.

2009 is when she expanded the volunteer program, Annie did.

2015, a custom overtime tracking alert system through FunPass.

2016 we do custom orientation videos by department. So if you’re coming to work in the I.T. department, you will have an orientation video specifically prepared for the I.T. department. If you are working the games, you have a specific orientation.

In 2016 we do custom orientation videos by department. So if you’re coming to work in the I.T. department, you will have an orientation video specifically prepared for the I.T. department. If you are working the games, you have a specific orientation.

1. We have overtime alerts. We have a custom -- through FunPass, the custom alert system that goes orange if they start to get close to eight hours, red if they are at the eight hours, so that we know that we need to go out and relieve those employees or, if it's a really busy Saturday night, determine whether or not we're going to pay overtime, because they are subject to overtime in our games.

9. ANN KASTL: Can I jump in for a second?

10. JOY PICKETT: Yes, of course you can.

11. ANN KASTL: One of the things that we do with our temporary employees, our high school kids, is usually after the first weekend, if we have a Monday or Tuesday off, we try to gather as many of them that want to come in, and they're paid for their time, and we walk them around to certain games and have another orientation with them and ask them "What would you do to solve the problem?" There's a lot of interaction with the kids as they work for us, not only with myself, but the staff members that we have.

21. JOY PICKETT: Last year we designed a four-restroom drug-testing trailer that we travel with, just to handle the pure volume of drug tests that we administer. We're pretty proud of that.

25. Here's a little bit of our hiring process.
We have all online on-boarding.
These are our uniform depot and our
distribution windows for our scheduling and
check-in -- check-in and check-out.
I'll talk a little bit about our amenities
for our staff. We travel with a store with basic
amenities, especially for the people that live on
site. Basic toiletries, clothes, things for their
living quarters, food, snacks, drinks, things like
that.

We typically travel with Viv's Cafe, which I
know is different here at this fair for you guys, but
they're on our route.

We have laundry service, either a
drop-in/pick-up exchange or we have another trailer
designated just like a laundromat, where they can go
in and do their own laundry.

There's a traveling salon.

Some of the best language-learning systems
that can be bought are provided through our safety
department.

Then we also have a traveling pre-K through
8th grade private Christian academy. And if you
haven't seen it, I'd like to have the time to show
you. We're pretty proud of it.

ANN KASTL: The other thing that we do for
our employees on Mondays and Tuesdays off is we plan a
trip for them on one of the days, where they can sign
up to either go to Disneyland or kayaking or -- and we
do a company picnic once a year in Orange County. I
think we've been doing it, for the last three years,
at Knot's Berry Farm, at the water park, which they
really like to do. So --

BEN PICKETT: This is also a sample of our
housing trailers that we provide for the employees.
We continually buy and purchase these on an annual
basis to improve the quality for our employees.

JOY PICKETT: They're customized to meet the
OABA living quarter regulations and standards, which
is really important. Each employee has their own
room. We travel with a couples bunkhouse. So if
you're married, you have a lot larger space. There's
only four couples in each of those. They have their
own restrooms and shower, which doesn't sound like a
lot, but it is. It's nice to have that. Or you can
have your own individual space.

BILL LOWRY: Electronic ticketing, I think
that's why I'm here. This is obviously an important
subject. Thank you guys for coming.

ANN KASTL: We also pioneered the use of self-service
kiosks in the industry. That unit on the left photo

1 10 and 13 years.
2 I suppose it's okay to mention that we
3 rolled out the system here this year, which was really
4 fun and a big endeavor. Of course we were doing it in
5 a different environment, as we were not the full
6 midway provider, but we provided the electronic
7 ticketing.
8 Our ticketing system, like I said, it has
9 close to a hundred man years of development in it. It
10 started -- the development started back around 2000.
11 A carnival company up in Oregon, Fantastic Shows, was
12 the original -- developed the original kernel. RCS
13 was the original licensee of it, and then we then
14 invested heavily over the years and have enjoyed well
15 over a decade of success. We've never had a major
16 system outage in all the time.
17 The system -- The detail in technology is
18 in our RFP, but I want to basically just kind of go
19 through what's on our presentation here.
20 What you're seeing up there in the center
21 photo is our ticket boxes, which we deployed about 15
22 or 16 here this summer. Generally we'll put anywhere
23 from 20 to 24 boxes at a large event.
24 We also pioneered the use of self-service
25 kiosks in the industry. That unit on the left photo
there is probably our fourth or fifth generation of technology. As things change quickly, we are trying to change along with it.

This, of course, offloads much of the lines and the crowds off of the manned ticket boxes. It helps manage our payroll at the manned ticket boxes. And we do see the future of kiosks and mobile apps, mobile purchasing. Mobile use to be really the future.

We did unveil here our FunPass mobile app, which was, all things considered, quite a success. We did probably close to a million dollars gross just off of the mobile app, with very little advertising.

Jumping forward, technology, it was important in our RFP to discuss what we do. Our system is a hybrid wire and wireless system. We worked with Ron and Kevin, to plug into their network here. And this is what we do at each of the big events. We, to some extent, tie into their fiber underground. We set up wireless bridges for redundancy and then we go in and wire the infrastructure right down to the terminals. In fact, at this event we were running no POS systems off of a wireless connection. The wireless here becomes the backup.

So we refer to our system as a hybrid Cloud system, meaning that, when a transaction is made on the carnival midway, someone scans at a ride or game, that transaction immediately runs through the network and then up to the Cloud. If you're doing a transaction off your mobile phone, it's going the other way. It goes through your cell phone system, through the Cloud, back down to our servers and then back up and around. It's pretty cool and very sophisticated.

I know we're not supposed to get beyond what we put in the RFP, and I'm not; however, the -- this is a constant moving target. There is a constant evolution of the user interface, the technology, the hardware, the software, the mobile apps. And so even some of what is shown in the RFP wasn't even available here in July or June. So that's how fast things move.

Our software development firm is a hundred percent independent from us. RCS does not actually own the code, and that's by design, because the integrity of data, the great wall, as they call it, between RCS and customer data is paramount.

So we don't have any access to actually drill down into our transaction data. When we do millions of transactions, if we really need to sort out what's going on with those, that request has to come from the fair and then to the software development company. RCS doesn't handle that.

So I've pointed out our ticket boxes. These boxes are -- Ben can speak to the cost and infrastructure of these, but each one of these offices -- Our ticket boxes are like a small office. They are wired with ethernet and they also have wireless connections, both.

So inside is a wired windows POS terminal. These credit card machines you see there are probably different than what was here in July, as we have progressed. And the most important progression, the thing we are the most proud of, for 2019, is that RCS is fully PCI compliant and probably the only tier-one carnival company in the world that's PCI compliant.

MIKE CERAGIOI: What's that mean?

BILL LOWRY: Payment card industry is what PCI is. And the CFO I'm sure knows it is the mandate from the credit card companies for customer -- merchants to conform in every level of technology to protect customer data. The requirements are extensive.

We, of course, at our size, are confronted with PCI compliance at some of our larger events, as well. So it's -- I'm sure it's a discussion that you and I probably talked about it. We're seeing it now in all levels. Banking requires it. Insurance companies are requiring it for liabilities. Our largest event, Houston Livestock Show, for them to be PCI compliant, we had to be PCI compliant.

It's not a simple task. It requires special software, special hardware, encryptions, protocols, all kinds of security layers within your networking. It's been coming for quite a long time, but it's now hitting critical mass, to where large players have to achieve it.

And we worked all year to achieve it. We had to bring in consultants and we've had to make major changes in our software just since July or -- June and July when we were here, to assure absolute protection of customer data and absolute protection of our fair partners.

So we store no data. We -- All customer -- Basically, the PCI-compliant training now goes all the way down to when we train a seller. Next year, at each of our events, every person hired to work in a ticket box will have a portion of PCI training in their training and they will sign accordingly. So it's extensive, but we're very proud of it, because we
JOY PICKETT: The new version of the FunPass app that we are launching next month, I think January 1st we go live in Houston, has the coupon capability, like Bill said. So for our midway, which is rides, food, and games, they will have food coupons, they will have ride coupons, food -- game coupons. We can push coupons to them if we wanted to direct them in any different areas. But it tracks it. And like Bill said, I'll just elaborate a little more, you can share an individual coupon with your child. If you have a buy-one-get-one-free popcorn, you can share it with them or you can share the entire pack of coupons like they are set up. So this is more for a pre-sale feature, but the options are endless. We are just so excited about this. We showed a little bit of -- On the left is your list of coupons, and in the middle is what a coupon looks like, with the description and the information of it, and on the right is when it's been redeemed. It will tell you where it was redeemed, what time it was redeemed, so you can track your usage.

One of the other things, kind of piggybacking off of the bar code, the reason why we have bar codes, every single ticket, every coupon, any VIP pass, wristband requires bar code, and that way it can be tracked. The amount of reports are absolutely endless because they can be fully customized, no matter what, because our software developer has the data. So if you find a report that you need, you can say "This is exactly the information that I would like," and he can customize the report. We have well over 40 reports right now. That's probably being conservative. But it's a hundred percent Cloud-based report server. So you can access it off of any web browser, any phone. Realtime access.

There's automated settlement reports. These are some of the things that we think separate us from any other ticketing systems. There's automated settlement reports, automated POP spreads, automated seller reconciliation, automated breakdown of sales.
annoyed. So if you
wanted to share revenue and ridership, they would have
detail, or there’s just blank rankings to share with
the vendors.

We have automated reports by employee. So
you can track, in your game, the success rate of the
employee, the motivation of the employee. And that
really helps. Annie and her staff really use those
reports quite a bit.

ANN KASTL: One of the nice things about it
is that each of our linemen have access on their
telephone. So they’re following revenue by the hour.
So if they take a look at their line, and let’s say
there’s one that stands out up here, and then they’ve
got one that’s in here, they’ll make a call to either
myself or Steve, if they can’t figure it out, say
“How do you think the issue is here to here?”

Then we’ll dig in a little bit deeper, maybe
look at the employees, maybe move some employees
around, look at their merchandise, maybe look at the
traffic flow. So it gives us a lot of information to
help our revenue -- you know, drive our revenue in our
games. We’re very, very, you know, on top of that
when we’re in operation during the day.

BILL LOWRY: There was one other thing
technically that I wanted to get into, because it is
in our RFP response. So it’s okay to talk about, and
it was new from when we were here before. We call it
PFW.

PFW stands for public facing WiFi. Now it’s
not what you think. It’s not like going into an
airport and having WiFi that you can use. For us it
was a critical missing link to what happens if
cellphone coverage goes out, what happens if WiFi goes
out and cellphone coverage or internet.

So what we now do, and it’s in our RFP, is
we now put up a whole separate layer of high-density
access points strictly focused on the heaviest
corridors of people to provide a failover is the term,
so that should cellphone coverage go down to where
you’re not able to operate -- and we’ve all felt that
at almost every large event -- that they would get a
notice on their phone, giving the customer the option
to flip over to our WiFi network that allows them to
continue to transact.

We will be deploying that in full scale.

MIKE CERAGIOLI: You've only got 14 minutes
left.

JOY PICKETT: Yeah, okay.

SO that is what that is for.

There's some days at some events that we
have 190,000-plus attendees, and this year we're
anticipating heavy cellphone usage on the app.

BILL LOWRY: Yeah.

JOY PICKETT: I wanted to show just a
sample. For those of you that have not seen it, this
is one of our automated seller reconciliations. It
just really streamlines the process of reconciling the
seller. All of these sales are brought forth
automatically, all the credit cards are brought forth
automatically.

BILL LOWRY: In realtime.

JOY PICKETT: In realtime. So this helps
with the shift change.

And that's a picture of the 2019 San Diego
County Fair.

BILL LOWRY: Somebody was flying drones.

MIKE CERAGIOLI: Is that it?

BEN PICKETT: Yes.

No, I'd just like to wrap up and say thank
you again for the opportunity to come out and go over
our proposal and show you what we do as a whole as a
company and more specifically to the RFP. Thank you
very much. We appreciate it.

JOY PICKETT: Tried to fit a lot of
information in one hour.

KATIE MUELLER: Yeah. Thank you guys for
being here.

One question I had was in regards to the
app. We had a lot of charge-backs through the app in
2019, you know, people coming back and saying -- you
know, trying to -- trying to, basically, get something for free through their credit card company.

Can you describe how you'll be verifying credit cards in the mobile app going forward, to prevent this type of fraud? I know there was some discussion in 2019 about possibly adding some other security features, but do you have any plans for that in the future?

BILL LOWRY: Well, on the surface -- People can buy a list of credit card numbers, and that is not gonna change. There's always gonna be the culprit who has acquired a list of numbers, and he can download that into the app, but I think to your question is more people having the ability to just call up and dispute without us having any background in that. Joy can allude to the quantity that we get at other fairs.

JOY PICKETT: We're implementing also the two-factor authentication this year, and that will help.

KATIE MUELLER: Okay. So that's different than what we experienced in 2019.

JOY PICKETT: Yes.

KATIE MUELLER: It was just one factor, I'm assuming?

JOY PICKETT: Yeah.

KATIE MUELLER: I'm not a credit card expert.

JOY PICKETT: Neither am I. I just know that we need a two-factor in order to really verify that it's their credit card. I'm sure that you've probably used that in some online purchases before.

CARLENE MOORE: Is there the ability to access reports like on tablets or phones realtime out on the grounds?

BILL LOWRY: Absolutely.

JOY PICKETT: Any web browser.

BILL LOWRY: It's all web based, yeah.

CARLENE MOORE: Okay.

RON ROGERS: I have a question about the new public WiFi option. Are you saying that would only be implemented in case of some type of a --

BILL LOWRY: No.

RON ROGERS: -- outage.

BILL LOWRY: It will be full on all the time.

RON ROGERS: It will be available? They'll be able to see it?

BILL LOWRY: And the SSID, which will be hidden. So, basically, you won't be able to go on and find it --

RON ROGERS: Okay.

BILL LOWRY: -- but the mobile app knows it's there, and that same broadcast will be going through all of our standard APs, as well as the high-density PFW.

RON ROGERS: So they will only know about it if you push it out?

BILL LOWRY: That's correct. Their app will say, "Your cellphone coverage is down. Would you like to switch over to the secure WiFi?"

JOY PICKETT: Only while they're in the app.

RON ROGERS: How are you going to know that their cellphone coverage is down?

BILL LOWRY: Well, we all feel it at times, but we won't really know. For us, the only time we really detect if there is a problem would be at guest services.

JOY PICKETT: It automatically detects it in the app.

BILL LOWRY: But now the app will actually detect it. That's technology we can certainly discuss with you, but the app we've already -- it's in full development and already done.

So your app knows if your cellphone coverage is down and puts up a notice that you have the option to switch over.

So we will have a -- basically, a secondary layer of WiFi on top of our canopy that's already up. The secondary layer is crafted to go down the high-density public corridors; whereas before we would avoid that. We only put access points where the rides and games were scanning. Now we will also provide WiFi right on top of the corridors of people, to give them the failover.

But at every large event, once we hit that 100,000, 150,000 people threshold, cellphone coverage starts to go away. So we are -- in anticipation of that, we are investing in the infrastructure to offset that risk.

FREDERICK SCHENK: Thank you very much for your presentation.

Where do you find the volunteers? The high school and college volunteers, where do you find them?

ANN KASTL: So normally how we -- I'll talk...
JOY PICKETT: Church.

ANN KASTL: -- church groups that come out and help us. It's basically all looking for money to help supplement whatever programs that they have, and they don't want to sell cookie dough. I think that was a big deal for the football coach. He goes, "Oh God, no more cookie dough. Thank you."

FREDERICK SCHENK: So I have to address an issue that I didn't expect I would have to address this evening. Do you understand there's a difference --

ANN KASTL: Yeah. Yeah. Some of them are Christian-based companies that --

JOY PICKETT: -- church groups that come out and help us. It's basically all looking for money to help supplement whatever programs that they have, and they don't want to sell cookie dough. I think that was a big deal for the football coach. He goes, "Oh God, no more cookie dough. Thank you."

ANN KASTL: -- church groups that come out and help us. It's basically all looking for money to help supplement whatever programs that they have, and they don't want to sell cookie dough. I think that was a big deal for the football coach. He goes, "Oh God, no more cookie dough. Thank you."

FREDERICK SCHENK: Are you familiar with that?

JOY PICKETT: Never.

ANN KASTL: No.

JOY PICKETT: Never.

FREDERICK SCHENK: Is that what you're referring to?

JOY PICKETT: Never.

ANN KASTL: No.

JOY PICKETT: Never.

FREDERICK SCHENK: Of course that's what I'm referring to. We have full documentation --

JOY PICKETT: We need to clarify.

BEN PICKETT: We need to clarify the academy, what the private Christian Academy is.

ANN KASTL: No. I've got to tell you that -- I don't know what public institutions you do business with, but we're a state agency.

JOY PICKETT: I'm gonna read this to you, and I want this in the record.

BEN PICKETT: Absolutely not.

ANN KASTL: There are quite a few.

JOY PICKETT: No. Do you have a Jewish academy?

ANN KASTL: No.

JOY PICKETT: No, but we're not opposed to any of those.

FREDERICK SCHENK: Are you familiar with that?

JOY PICKETT: Never.

ANN KASTL: No.

JOY PICKETT: Never.

FREDERICK SCHENK: Of course that's what I'm referring to.

JOY PICKETT: Never.

ANN KASTL: No.

JOY PICKETT: Never.

FREDERICK SCHENK: Of course that's what I'm referring to.

JOY PICKETT: Never.

ANN KASTL: No.

JOY PICKETT: Never.

FREDERICK SCHENK: Of course that's what I'm referring to.

JOY PICKETT: Never.

ANN KASTL: No.

JOY PICKETT: Never.

FREDERICK SCHENK: Of course that's what I'm referring to.

JOY PICKETT: Never.

ANN KASTL: No.

JOY PICKETT: Never.

FREDERICK SCHENK: Of course that's what I'm referring to.

JOY PICKETT: Never.

ANN KASTL: No.

JOY PICKETT: Never.

FREDERICK SCHENK: Of course that's what I'm referring to.

JOY PICKETT: Never.

ANN KASTL: No.

JOY PICKETT: Never.

FREDERICK SCHENK: Of course that's what I'm referring to.

JOY PICKETT: Never.

ANN KASTL: No.

JOY PICKETT: Never.

FREDERICK SCHENK: Of course that's what I'm referring to.

JOY PICKETT: Never.

ANN KASTL: No.

JOY PICKETT: Never.

FREDERICK SCHENK: Of course that's what I'm referring to.
even on the website, they do not discriminate based on race, gender, ethnicity, nor are you able to as a Christian academy part of --
FREDERICK SCHENK: I know you're not allowed to.
My question is you've got it on your slide.
The very first thing that you mentioned is that "We're a Christian organization," which is great if you're dealing with --
JOY PICKETT: I thought we were able to say that.
FREDERICK SCHENK: -- if you're dealing with a private institution, if it was a privately run fair, but I'm very concerned when that is your opening comment and your slide emphasizes that as once -- some aspect of what you're promoting.
As a state agency, I have trouble supporting that, your right to participate at the San Diego County Fair, if that's where your emphasis is, because --
JOY PICKETT: That --
FREDERICK SCHENK: Let me finish, please.
JOY PICKETT: I'm sorry.
FREDERICK SCHENK: Because if that's where you're going, you will not get my support, because we are not a private institution. We're a state-run facility.
And I don't care whether someone is Christian, Muslim, Hindu, Baptist, or Jewish. I don't -- I don't know what anybody's religion is here at this table. And when people walk into the San Diego County Fair, I don't ask them what their religion is. I want all religions to feel welcome here, and I'm concerned about -- It's fine if that's your emphasis if you're dealing with a private business, but when you're talking about a state-run agency, yes, that worries me tremendously. I want you to know that.
JOY PICKETT: The private school is only for our private business. There's 12 students in it. It is not a public institution.
FREDERICK SCHENK: And that's all you can tell me?
JOY PICKETT: I --
FREDERICK SCHENK: Let me ask you, why was that on the slide?
JOY PICKETT: As a benefit to our employees.
FREDERICK SCHENK: Okay. That's not for the students?
JOY PICKETT: No. No. It's a benefit for our employees, our management, and our staff.
Ben Pickett: Only for our employees.
Joy Pickett: It sits right next to our store, right next to our haircutting salon.
FREDERICK SCHENK: And if someone is Muslim or Hindu --
JOY PICKETT: Absolutely able to attend.
FREDERICK SCHENK: -- or Buddhist or Jewish, what could they do when you have your Christian academy meetings?
JOY PICKETT: They can absolutely attend.
There's only 12 students.
KATIE MUeller: I think there might be a little bit of confusion.
FREDERICK SCHENK: I'm not confused. I understand. I understand it.
KATIE MUeller: Well, no, I mean, but the volunteers that are hired for the games have nothing to do with the school.
ANN KASTL: With the school, yeah, no. And we hire -- There's no religious, like everybody -- I hire all those kids --
JOY PICKETT: Any school.
ANN KASTL: -- you know, at any school, any -- anybody that wants to come work.
1  KATIE MUELLER: Okay.
2  JOY PICKETT: Universities.
3  ANN KASTL: Universities.
4  KATIE MUELLER: And then secondly, do you
5  have the opportunity, with the app, to send out push
6  notifications to people that have downloaded the app?
7  BILL LOWRY: Yeah.
8  KATIE MUELLER: Okay. So if we wanted to
9  push out a coupon or drive attendance to any area of
10  the fair, we would be able to do that through --
11  BILL LOWRY: We actually had built that
12  coupon feature for here, but we never actually turned
13  it on.
14  KATIE MUELLER: Okay.
15  BILL LOWRY: So it's actually been in our
16  app for some time.
17  KATIE MUELLER: Okay.
18  BILL LOWRY: However, it's now far
19  progressed. Not just single coupons, but entire
20  coupon packs and your ability to share those coupons
21  or mom can buy them and send them off to her kids as
22  gifts, that kind of thing.
23  KATIE MUELLER: Okay.
24  BILL LOWRY: So there's been a great deal of
25  evolution just since June in our app.

1  CARLENE MOORE: I have a question.
2  You mentioned, when you briefly mentioned
3  RFID, the failure at large events, and I wondered if
4  you could kind of give some examples or expand upon
5  that, of what you've seen at those larger events.
6  BILL LOWRY: In terms of RFID?
7  CARLENE MOORE: Uh-huh, the failure aspect.
8  BILL LOWRY: You know, for us the cost
9  practicality of RFID just doesn't measure up. It's
10  cool technology. It's kind of sexy, but you can't
11  print an RFID in a newspaper magazine or you can't
12  print it out of a printer machine. RFID is a unique
13  type of transmission, and we feel that the cost of it
14  is out of line with the benefit.
15  JOY PICKETT: She's asking about the failure
16  rate, though.
17  BILL LOWRY: So in terms of failure rate,
18  all I could tell you is what we hear, because we don't
19  use RFID on a large scale. But we are fully aware
20  that when cellphone data and WiFi coverage are a
21  problem, what people are tending to do in the
22  industry, in the electronic ticketing, is do what's
23  called storing forward.
24  So in talking to people who have ticketing
25  systems, that's a key buzzword. Ask them, "Are you

1  BILL LOWRY: So in terms of failure rate,
2  they do storing forward so that their
3  hand-held devices will store the transmission or the
4  transaction even when they have no connection. Sounds
5  like a good idea until you have fraudulent
6  transactions loading up on your device. Then they
7  sync up at the end of the night and you go "Oh, my
8  gosh. All those storing forward transactions weren't
9  as good as we thought."
10  So we do no storing forward, which
11  eliminates a lot of headache. If we have a signal,
12  you make a transaction. If you don't have a signal,
13  you can't make a transaction, except on the mobile
14  app. Now that actually will allow you to continue.
15  But as far as credit card transactions or anything
16  that people have purchased, we are having -- we are
17  validating that transaction every single time they use
18  it.
19  JOY PICKETT: We had a specific incident
20  that we personally experienced. We provide the -- the
21  Ferris wheel at Coachella Music Festival, and they had
22  RFID wristbands that they distributed out to American
23  Express customers. Each wristband had two rides on
24  it. Or I'm sorry, each person had one ride on the
25  wristband.

1  CARLENE MOORE: We were processing so many people through
2  our ride that only every other transaction was being
3  captured, because the RFID system could not process
4  that quickly. So when we were looking at our revenue
5  reports, Ben, who was in charge of our ride department
6  said, "We rode a lot more people than that yesterday,
7  and we just know it."
8  So we ended up putting a turnstile out the
9  next day, and it was capturing every other --
10  BEN PICKETT: We noticed the discrepancy
11  between the RFID and the turnstile.
12  JOY PICKETT: Yeah.
13  That's one ride that we had experience. We
14  do know of Miami State Fair, Iowa State Fair, several
15  others that use a different digital ticketing system
16  that have had some major issues.
17  BILL LOWRY: It really gets down to the
18  minimum cost of an RFID chip is gonna be somewhere
19  around 20 cents, but on millions, and this is less
20  than .2 cents. (Indicating.) The cost differential
21  is so vast, that's why bar codes and QR codes are not
22  going away.
23  MIKE CERAGIOLI: On that same line of costs,
24  are there any costs or fees that the transit or our
25  customers will get from the system, other than what
you've -- I mean right now you're sharing your gaming
with us and then there is a charge for the rental of
the things. Is there any other costs that our
customers will experience or we'll experience, other
than possibly wristbands or --

BILL LOWRY: The only place a customer gets
a fee is on the online store, which the event runs.
But for FUNcards, FunPass, we have never transferred
or passed on any cost to a customer.

MIKE CERAGIOLI: How about to us? Do we
have to pay for those cards in any way? No other
fees?

BILL LOWRY: Well, there's material costs
for paper and material costs for other things,
wristbands and whatnot. You know, the beauty of the
bar code is it literally can go on any vehicle, from a
free pass, every --

JOY PICKETT: But we don't provide those.
They purchase them.

BILL LOWRY: And depending on the event,
some of the events will pay for all their own printing
and cover all their own costs, and other cases we may
do the printing and then settle up and transfer the
costs later.

PATTY CAMERON: Piggybacking on that
question, has there been a separation between FunPass
and credit card receipts, so that we can print credit
receipts?

BILL LOWRY: I don't know that I'm allowed
the talk about things that aren't in the RFP.
PATTY CAMERON: Oh, okay.
JOY PICKETT: Can you in the Q and A?
BILL LOWRY: In the Q and A, I suppose.

But in fact, I had actually told you
specifically that we were moving towards different POS
systems, and that is a primary feature, in that
receipts will come out on receipt paper and FUNcards
will come out on the card stock as a separate.

I guess I just answered that question.

KATIE MUELLER: Well, I think -- How many
volunteers do you anticipate using this year?

ANN KASTL: Here?

KATIE MUELLER: Yeah. If you were to get
the contract, how many volunteers would you --
ANN KASTL: Oh, gosh. Well, so on a daily
basis in our game department, our temporaries run 250
to 275 a day.

KATIE MUELLER: Okay.

ANN KASTL: And of course they can't work
every day. So I'd have to say we're probably 5- to
So we're trying to see how we can integrate that into
They'd rather play MineCraft on their phone or iPad.

JOY PICKETT: That's just how they're wired.

ANN KASTL: Right

the couch playing their Xbox than come to a fair.

nowadays are used to. They would rather stay home on
games, because that's something that the children
the VR, how can we integrate VR into some of the

JOY PICKETT: We're playing around like with
I mean it's always change —

So in answer to your question, absolutely.

FREDERICK SCHENK: I have a question for our
tech side.

So we don't have WiFi. Do we have free WiFi
available on the grounds for the -- You know, if we
have a hundred thousand people on the property on a
particular day, is this gonna be WiFi connected or
would it be data that people have access in order to
use the technology? So --

RON ROGERS: Yeah, we do, but it's a little
bit of a mix, because we do have WiFi available on the
grounds. And the midway, we have a WiFi signal out
there, but it doesn't support the amount of people
that would be in that area. So it's kind of -- From
our experience, the past few years it's mainly been
vendors in the halls that have used the majority of
the WiFi. But as -- Basically, they use cell service
as the primary.

FREDERICK SCHENK: And I have experienced
when there's cell service and a hundred thousand
people or thereabouts. Things tend to be slower and
not working as efficiently as if there's WiFi.

RON ROGERS: Correct.

FREDERICK SCHENK: How do you deal with that
risk or concern?
JOY PICKETT: It only runs FunPass.
BILL LOWRY: It only runs on the FunPass mobile. They can't go to Facebook or anywhere else. They can't go to Instagram and try to use that. It is exclusively for the use of the mobile app and the fair customer.
FREDERICK SCHENK: Okay.
BILL LOWRY: So it is as Ron would tell you.
This is a -- It's been a weak link in the digital smartphone utilization for some time. We haven't really hit that wall, but we're anticipating it as usage increases. We want to preempt that.
Now there are technologies coming down the road. There's what you hear, 5G. You see the ads on TV. That actually is all real primitive still, but at some point in the future there will probably be little towers all around here running 5G, and my PFW will become a moot point at that point. But right now, over the next few years, it's really important to us that there be an automatic -- what we call a failover, a switchover for the customer.
FREDERICK SCHENK: Where has this been used, what you've just described, in what fairs?
BILL LOWRY: It hasn't. We are doing it first --

FREDERICK SCHENK: It has not yet been used?
BILL LOWRY: Well, in terms of fairs, we tested it at fairs this year, after we were here. So we haven't tested it on a full event-wide scope yet, but we're fully committed to it and we will fully unroll it, roll it out in Houston. So it's a pretty significant investment just to add that layer of high-density, high-capacity WiFi over a canopy over a crowd.
JOY PICKETT: It's never been done before.
FREDERICK SCHENK: When is Houston?
BILL LOWRY: In March.
FREDERICK SCHENK: March. So a few months before?
BEN PICKETT: Yeah.
BILL LOWRY: Again, we didn't have cellphone outage here. We came close, but we didn't have any problems with customers using the app.
The beauty of the technology is you cannot make calls, you cannot text, but there's still just enough data you can still use the app. So like I said, we had 35,000 people out there using the app with virtually no -- very few customer issues, period.
KATIE MUELLER: Last year -- I think Kevin can speak to this, but Verizon, I know maybe some others, were able to bolster our WiFi with additional towers.
KEVIN RIGSBEE: Verizon had a site in the west lot, but that was there for the last fair.
KATIE MUELLER: Yeah, exactly.
KEVIN RIGSBEE: And T-Mobile had antennas on the left side of the grandstand, which are temporary.
BILL LOWRY: We had cellphone all the time. When they reach capacity, they're calling me.
BILL LOWRY: But what we're doing is the PFW talk to carriers all the time. When they reach capacity, they're calling me.
KEVIN RIGSBEE: Verizon had a site in the west lot, but that was there for the last fair.
PATTY CAMERON: You said that you see everything moving to phones, hand-held technology.
BILL LOWRY: Yeah, the trajectory is undeniable.
PATTY CAMERON: Will kiosks be able to take Samsung Pay or Apple Pay or any of that kind of technology?
BILL LOWRY: Absolutely. The mobile app, though, also reduces kiosk usage, for sure.
PATTY CAMERON: Right.
BILL LOWRY: But yes. So part of our dilemma is to invest in more physical kiosks or to invest more in the mobile app. So we're kind of playing a balance with that.
JOY PICKETT: They do currently accept Apple Pay, but through the gateway they don't accept Visa --
BILL LOWRY: The issue there was that the Visa card was not working.
JOY PICKETT: -- with Apple Pay, which was really interesting to me.

BILL LOWRY: Otherwise, Apple Pay works.

JOY PICKETT: We're at a point now where do we switch gateways, because they don't accept Visa, and really it's odd.

MIKE CERAGIOLI: Any other questions?

KATIE MUELLER: You guys did a great job.

Thank you.

ANN KASTL: Thank you for having us.

BEN PICKETT: We appreciate it.

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RFP 19-04

DIGITAL TICKETING SYSTEM AND CARNIVAL GAME OPERATIONS PRESENTATION of ALL STATE 38

22ND DISTRICT AGRICULTURAL ASSOCIATION BOARD ROOM, DEL MAR FAIRGROUNDS 2260 JIMMY DURANTE BOULEVARD DEL MAR, CALIFORNIA

THURSDAY, DECEMBER 12, 2019 3:00 P.M.

REPORTED BY: Kathryn L. Edwards, CSR No. 7288

Peterson Reporting Video & Litigation Services
IN ATTENDANCE

FOR 22ND DISTRICT AGRICULTURAL ASSOCIATION:
1. Patty Cameron, Midway Admissions Supervisor
2. Mike Ceragioli, Contracts Manager
3. Lena Jouldjian, Box Office Manager
4. Carlene Moore, Deputy General Manager
5. Katie Mueller, Deputy General Manager
6. Kevin Rigsbee, Communications Manager
7. Ron Rogers, I.T. Manager
8. Frederick Schenk, Board Director
9. Rita Walz, Chief Financial Officer
10. Carla Moore, Deputy General Manager
11. Katie Mueller, Deputy General Manager
12. Kevin Rigsbee, Communications Manager
13. Ron Rogers, I.T. Manager
14. Frederick Schenk, Board Director
15. Rita Walz, Chief Financial Officer
16. Lena Jouldjian, Box Office Manager

FOR ALL STATE 38, INC.
1. Adam West, President
2. Debrawn West, Chief Executive Officer
3. Frank Zaitshik, Wade Shows
4. Steve Riegel, FunTagg
5. Ron Weber, Wade Shows
6. John Moot, Counsel for All State 38, Inc.

DEL MAR, CALIFORNIA, THURSDAY, DECEMBER 12, 2019,
3:00 P.M.
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MIKE CERAGIOLI: Thank you very much for coming. It sounds like your group has come from a lot of different time zones. So we appreciate you to do that.

I'm gonna make this quick. All I want to caution you guys is that, basically, present what you're proposing. I don't want you to add anything to your proposal. If I think you're doing that, I'm gonna caution you.

And other than that, I'm just gonna keep time, so that everybody -- all the proposals get the same amount of time here. What we'll do is allow you the hour for your presentation, and then after that presentation our staff here will ask some questions, probably, and then we'll come to the conclusion.

I'm gonna start off by introducing myself. I'm Mike Ceragioli. I'm the contracts manager, and I'm the one that's the contact person on the RFP that you got. And I'm just gonna go around the room here and let everybody else here introduce themselves, and starting with Ron here on the end.

RON ROGERS: Hi. My name is Ron Rogers.

DEBRAWN WEST: Hi. My name is Adam West. President of All State 38, Inc. Frank Zaitshik is our subcontractor. Steve Riegel is with the FunTagg system, and also Debrawn.

KATIE MUELLER: Could you also tell everyone their title.

ADAM WEST: Yeah, president of All State 38, Inc. Frank Zaitshik is our subcontractor. Steve Riegel is with the FunTagg system, and also Debrawn.

KATIE MUELLER: Got it. Thanks.

FRANK ZAITSHIK: Frank Zaitshik.

ADAM WEST: Debrawn West.

KATIE MUELLER: Could you also tell everyone their title.

ADAM WEST: Yeah, president of All State 38, Inc. Frank Zaitshik is our subcontractor. Steve Riegel is with the FunTagg system, and also Debrawn.

KATIE MUELLER: Got it. Thanks.

MIKE CERAGIOLI: With that, you guys, I think, can begin your presentation, and I'll push my timer.

ADAM WEST: We'll quickly just introduce everybody that's here with us today. Ron Weber, Steve Riegel.

FRANK ZAITSHIK: Frank Zaitshik.

ADAM WEST: Debrawn West.

KATIE MUELLER: Could you also tell everyone their title.

ADAM WEST: Yeah, president of All State 38, Inc. Frank Zaitshik is our subcontractor. Steve Riegel is with the FunTagg system, and also Debrawn.

KATIE MUELLER: Got it. Thanks.

Hi. My name is --

FREDERICK SCHENK: You forgot the most important person.

DEBRAWN WEST: Yeah.

ADAM WEST: And she's president, CEO, and everything else.

Hi. My name's Adam West. I'm owner of All State 38, Inc. I'd like to thank the 22nd DAA, the San Diego County Fair, and this committee today for hearing our presentation. I'd also like to thank my
The theme of this year's fair at the San Diego County Fair is heros, Batman, and that rings true close to home. When I was a young guy, four or five years old, I can remember at a birthday party with lots of balloons, ice cream, people's parents, and all the little boys and girls there opening birthday presents. Obviously, the name Adam West, as you know, probably gains a lot of attention, which is perfect for this year's theme, but you're always supposed to guess the presents that everybody gives you. You can guess some of them; you can't guess the others. But it came to my grandma's, and she obviously can't follow the norm on what they should give little boys at birthday parties. So as I started to open it. Fear set in. And when that happened, I started to realize what was about to happen. I opened up a present. It was a brand-new, freshly folded pair of Batman undies. And that was very, very hard to do at that age, four or five years old. So I learned right then that you had to have broad shoulders. You had to be able to stand up to everybody else and hold a pair of Batman undies in the air and look them in the eye and not get too nervous. My mom and dad have been with me my entire life. They taught me many life lessons. They have used the carnival business as a platform for teaching me how to be the man I am today. I remember back a long time ago, my very first business venture with my dad, about six years old, was with a Red Rider pull-behind wagon. He took me to the supply store, where we bought candy, soda pops, and candy bars. And I would go around the fairs selling these things. A couple summers of that, I realized that nickels and dimes do not add up that fast. So he funded me in my next adventure, and that was Director of Glow Stick Sales. "Hey, get them while they're hot, before they run out. Three for five, any one you want." I had to learn how to entertain people. Being raised a carnival game operator's son, one of the most successful in the country, I had to entertain people from day one. That's our job in this business is to put a smile on people's faces. My mom and dad not only were teachers to me, were mentors, but they have also now became my business associates. My wife, Debrawn, who we have four kids together, four girls -- one I'll tell you a story about in a second, that you need for this fair -- was raised the exact same way on the other side of the country. This great opportunity to be raised in the carnival business under the same kind of canvas, sometimes underneath counters of duck pond games and all kinds of crazy things that we did, was very, very fortunate.

Her dad's father jumped on a train in the midwest bound for California for a better life. When he got here, he ended up on something that was really unique, a train that had a carnival on it. Very, very long time ago. Her dad and him became two of the most successful carnival game operators in North America. So my wife, also part of our team, her father, part of our team, and the unity of us, we came together almost a decade ago at the Alameda County Fair. She was raised the exact same way as me. Today we have five of us running the carnival game operation. I would say the five very best individual successful carnival people in North America. I would take this group of five over any group of 20 or 30 any day of the week. Behind that, we've also got 50 or 60 people that come with us, travel with us year after year and are also part of what we do. My mom and dad, Bob and Trudy, have been recognized as some of the best games in the country, had best game awards at the Minnesota State Fair. Robert and Debrawn -- Her dad, Robert Ellis, and Debrawn my wife, have operated the number-one highest grossing game at arguably the number-one fair in North America, the State Fair of Texas. Let that sink in just for a second. The number-one highest grossing game at arguably the number-one fair in North America. Just a bunch of words. What we've done over the last many decades and put into them words is what makes us special. Being an All Stater means being the very best, getting up earlier, going to bed later, doing whatever it takes to always be number one. These things are an All State quality. I was a first team all state football player two years in a row. I was president of my class. When I was 25 I was given the opportunity to run all the carnival games at the New Mexico and Tulsa State fairs, at the age of 25. That same year, I was also invited to play the Minnesota State Fair. That same...
year, also -- and this all happened pretty quick and pretty fast -- we were the largest provider of carnival games at the North Carolina State Fair. We went from Wisconsin to Minnesota, New Mexico, Oklahoma, North Carolina.

I want to tell you a little story that I was told by a good friend of mine. A person was asked, at the fair, how he thought the fair went that year. That person said, "Well, I don't think it was very good this year. It might have been a little down."

Well, the guy couldn't figure it out. So he's thinking to himself, "The revenues are up. The attendance is up. Everybody says the fair is probably doing pretty good. How does this guy think the fair is down?" So he asked the guy, "Why do you think the fair is down?"

The guy said, "Because I couldn't find a good corn dog."

The measure of success of a fair could be all the way down to the simplest little thing of a five dollar corn dog, the measure of success of a fair. Some people think that the fair is not successful through millions of dollars put into entertainment, lights, acts, big thrilling rides and teddy bears, that because of a corn dog it wasn't successful.

It's my job, as a carnival game operator, for every person that comes through the gates, to make sure that they have the very best experience, they smile, they have fun, they have interaction. A carnival game gives away a teddy bear. A lot of people get all excited about all this teddy bear stuff. They're beautiful, absolutely. They get thrown in a box. I don't know where these ones go. (Indicating.) You know, you guys took half the pictures, and I don't know. They must end up in the dumpster. They're massive. But they get thrown away, they get lost, they go to the garage sale, but the experience they had is what lasts forever.

You can't get that experience with every operator out there. We're very, very unique, as I'll show later why we do so well. You'll see those reasons. This is also why I partnered with the Wade Shows, industry leader Frank Zaitshik, advanced technology of the FunTagg system.

It is my job to come here today to put the very best digital ticketing system and carnival game operation that has ever been put together in the history of the carnival business. State fairs, like Oklahoma, Texas, New Mexico, Michigan, Wisconsin, these are all just a bunch of fairs. I'm sorry. I got a little ahead of myself there, but I can go back. There is my beautiful family, with my four girls. (Indicating.) One of them may have grown a little bit, but --

On this slide right here, a lot of these fairs -- We played 23 of the top 50 fairs in the nation. As you can see little red dots all over the place, it's like the song, "We've been everywhere, man. We've been --" We've been everywhere. We've been all over the country. We've seen the best of the best, everything that the great fairs of this country have to offer, every one of them different. It's unbelievable what different people think about their fair. They have one thing in common; everybody that goes to their fair, it's their fair. "It's my fair."

This is my San Diego County Fair."

We have a philosophy that we -- we do everywhere we go. We've been to all these fairs. We dominate; we don't participate. We dominate; we don't just participate. It's easy to go be part of a fair. Out there on the midway, it's not for us to be braggadocious that we're good at what we do. We don't talk about the numbers. We don't talk about being number one. It's a humble business. You mind your own business, you go home at night, you take care of your family, and you move on. Today we have the opportunity for me to brag. And not to be too braggadocious, but what we've done at fairs across the country and the San Diego County Fair are second to none.

This committee has got an unbelievably tough decision. They've got to take a digital ticketing system, the very best, try to find the very best game operation, mend them together without sacrificing one for the other, two things that are totally disconnected from each other. I feel I brought that today. This board has asked me, when I was here close to a year ago, the challenge was put out to do exactly that. I feel we have the very best game operation and the very best digital ticketing system.

Our numbers don't lie. At the 2019 San Diego County Fair we had the number-one highest grossing game at the fair. Let that also sink in, because I'm gonna tell you I believe it was the number-one highest grossing game in the history of the carnival business in the world. That's bigger than Texas. I don't know of anybody that's ever grossed $214,000 with a carnival game. If that game was a
number-two, and number-ten highest grossing games out of the top five carnival games at the fair last year. Three of the top ten, excuse me. We had five top games total. We would have wished we had 50 games. We were only offered five. Imagine what the gross would be today if we had 50.

Our number-two game was all -- was the number-two game at the fair last year, we beat our competition by almost a hundred thousand dollars with our number-one game to their number-one game. Our average game at the 2019 San Diego County Fair was 111,000; our competitors, 56,000.

These numbers are astonishing. You should just hand me the contract tomorrow, but I don't want that. I want to make sure that you know what's behind the numbers, because that's what matters. What matters is you understand how we got there.

I'm one of the newer guys at the fair over the last 50 years. I didn't get front-end locations. I didn't get the royal red-carpet treatment. I had to fight from the back. I had to go through the hardest part of any carnival thing, and that's to produce revenue in the back end, after everybody has walked past everything. These numbers are a scale of our experience. These numbers show the dedication and the decades of work that we've put into this business.

Now a couple pictures I have up here. This is the number-one game at the fair last year. The picture on the right has three posts from the Facebook from the San Diego County Fair. And really, I believe it's the only one -- I did a lot of research, and you guys probably know me, that I do a little bit of research. It's the only picture I found of teddy bears.

These people have smiles on their face, and these pictures were taken because people noticed them smiles. We gave people an experience, not just something to play. If you go to a casino, you play the ones that have all the lights and all the bells and whistles. Those are the ones that sometimes don't pay the biggest payouts, but the people are loving what they're doing. They don't go to the one that's sitting by itself and there's nothing happening. They want to see the lights.

We use a soft-sell game approach that's second to no one. Our soft-sell game approach uses community-based, non-profit organizations. Last year two-thirds of our workforce were people from the local area of San Diego. We produced the number-one, number-two, and number-ten highest grossing games out of five -- out of our five, with the majority local people from San Diego. A lot of other people use H-2B workers that have a language barrier. That causes problems in carnival games. Rides might be a little different, but in carnival games your experience is not the same.

If you take your kids down the midway and everybody is sitting there looking at their phone or looking down, you don't have a lot of fun. When you win, they hand you a prize on the counter. We were number one because we took those big ones, made those smiles right there (indicating), and people came back to play year after year.

We're gonna do that with the entire game operation in 2020. In 2020 you're gonna have the very best digital ticketing system and the very best carnival game operation that's gonna maximize revenue. Revenue in this RFP is determined by one thing, the gross of those carnival games. The digital ticketing system has no financial part to the fair. Those carnival games have a percentage. The percentage that we are gonna produce could be very drastically -- and you guys could all understand this very clear. Our average game doubled our competitors' average game. That's double the rent to the fair.

With enhanced customer experience, a game appearance that use uniform canvas -- uniform -- uniforms for the employees, for these reasons our state-of-the-art game appearance, our sound philosophy in game operation are always raising the bar of revenue production.

Our partnership with the Wade Shows, industry leader, the greatest carnival operator in this century, and the FunTagg system and the advancements of technology that they bring to the table is the reason that that theme on July -- June 5th, 2020 will be a new day in Del Mar.

Thank you.

I'd like to introduce my friend and mentor, Frank Zaitshik.

FRANK ZAITSHIK: You've got to love this guy. That's the reason I'm here. I'm 73 years old. I'm born and raised in the carnival business. Like Adam, I got a break when I was 23. I became the business manager of one of the largest carnivals in America. When I was 34 I bought the Wade Shows. The Wade Shows, at that time, owned 223 rides. We never left the state of Michigan. Today we play 16 different states. We play more state fairs and major events than any family-owned carnival in America.
America. We play the South Florida Fair, the Florida State Fair, the Delaware State Fair, the New York State Fair, the Missouri State Fair, the Nebraska State Fair, the Oklahoma State Fair, the Alabama National Fair, the North Carolina State Fair, and the list goes on and on. But that's not about me, and I'm telling you this just to qualify what in the heck am I doing here. I've never been this far west, other than for a visit to Disneyland.

I'm here for the right reasons. I'm not here because -- what was that guy's name, Horace Greeley, that said, "Go west young man. Go west." Well, at 73 years old, it's a little late for that.

But I'm here for the right reasons. I'm here for two reasons.

This guy right here, gosh, I love this guy. He is full of energy. Everything that he said is true or I wouldn't be here. I don't really have a dog in the hunt, other than I want to be here to support my friend, Adam West, and his wife Debrrawn.

I'm also here for a second reason. I absolutely know that the very best digital ticketing system that is in the mobile amusement industry today is right here. (Indicating.)

You're an I.T. guy, sir. You'll determine that, and I challenge you to do so.

Myself, I saw it coming. I bought the FUNcard system, which is the very same system as you utilize now through RCS, which is a wonderful carnival. Ray Cammack and I were friends. In fact, he had his first heart attack while we were playing racquetball together many, many years ago. A fine man. I respect him and I respect that carnival to no end.

Having said that and having owned the FUNcard system, I'm the only guy out there that you can look at or quiz up. I own the FUNcard system. I bought it in 2012. I've been operating it at the New York State Fair for the past six years without a problem in the world as far as network going down. I also have tried Magic Money, another wonderful system.

It's the first system that switched from bar code to RFID technology. Boom. You guys can talk about that, and I hope you do. So I used Magic Money. They were light on cellular technology. This year, at the 2020 North Carolina State Fair, our biggest wheel operated on eTix.

So I've operated all three of these. A lot of people said I bumped my head, and maybe I did, but I'm no dummy, guys and ladies. I know what I'm doing.

I bought this system right here because it's an absolute, bar none, best system out, and I challenge you to the same thing that I challenged myself to. I have a slogan that says "Always first and always best."

My wife and my youngest daughter are my two biggest fans, but they're also my two biggest critics. So they see me come up with that slogan. They looked at each other, then they looked at me and they said, "Aren't you full of yourself today?"

And my answer to them was this: It's true I'm not always first, it's true I'm not always best, but I can promise you this, ladies and gentlemen, every day when I get out of bed I try to be first and I try to be best, and that is why I'm here today.

These two guys will tell you more about the technical aspects of why our system is the very best that there is out there. This is Steve Riegel. I'm going to call him the developer, even that might not be the technical term. Ron Weber is really part of my staff, and he coordinated because he knows a heck of a lot more about that stuff than I do.

So without further ado, I'm going to give you the nuts and bolts of why we're better. Please ask a lot of questions.

Thank you, ladies and gentlemen.

Incidentally, I really appreciate the hospitality.

You've made us feel comfortable. No matter how many times you do this, Fred, there is a little anxiety with you. You guys made us feel at home, and we really appreciate that.

Thank you.

RON WEBER: Tough act to follow.

STEVE RIEGEL: It's tough. Why don't you go first.

RON WEBER: All right. So we're real excited about the system. The great thing about the FunTagg system, because it's completely different, as Frank said, from the other systems, it's the first system to use NFC technology.

So NFC is the industry standard for paying systems; right? Everybody uses it: Android Pay; Google Pay; Apple Pay; Starbucks; your app uses it; American Express; everybody uses NFC. That's the way to go. That's the future. Europe has been using it for years.

So this was the first system to actually use it, and we're fortunate to have a guy, Steve Riegel here, who worked for Motorola for many years and other companies, but he was instrumental in developing
The cloud is only used, in our case, for data backup
and sharing and maintaining card history.

The advantages of NFC over bar code. NFC is
a subset of, so we sometimes use them a little bit
interchangeably, but NFC is a subset of RFID. It
doesn't require line of sight to scan the bar code.

So, you know, if you go sometimes to a bar code
scanner, you have to get the paper just right. You
have to be able to see it.

It's faster than bar codes. As you saw, it
goes real quick when you scan. It has a higher level
of encryption and security. A bar code can't be read
if it's ripped or it's damaged or it's crinkled up.

Sometimes you have problems with it.

And the RFID also has reading and writing
capabilities.

The last point -- and I was just reading
before, actually, on the plane, where in your handbook
it says the operator, whether it's game or ride --
correct me if I'm wrong, Adam -- is not allowed to
touch the media, not allowed to touch the card. And
if you've ever been to a theater or gone to a concert
done something else, when they're doing those
readers with the bar code, a lot of times they'll take
the ticket out of your hand so they can hold it flat

FRANK ZAITSHIK: We can actually mount the
reader so it's not touched by anybody. So you just go
through and scan.

STEVE RIEGEL: That's all right.

I'm just going to try to drive home a couple
points that he spoke to, because they're critical.

One of the last things he mentioned, if
you've ever been skiing, you skied the time frame
where first they had paper tickets that's identified
with a date on it. Then they moved to bar code, and
they were literally grabbing tickets and scanning.

And if I come up to your parka and lift and grab it,
it's not a big deal. But I do it to your wife, she
may not have the same reaction. So they had to get
away, because it's a proximity thing. People are sort
of in your space.

FRANK ZAITSHIK: Any kind of connectivity, if
you're good to go.

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away, because it's a proximity thing. People are sort
of in your space.
It's really what -- It's faster through -- Anyway. and that translates to people getting on rides faster.

Ron Weber: That's bar code. You said --

Frank Zaitshik: I'll have 120 by then.

Steve Riegel: Right. Yeah. I'm surprised you need them.

You also have an option to go to a full-service, double-window ticket booth. He's going to be operating this at some events early in the year in Florida.

And then the third option is to download an app, which I'll show you after we get through this, where you can download the app in the parking lot or at home and literally get on the ride with your phone.

Now I recognize -- I want to speak to some -- There's a little bit of differences between us and other systems. I know you've heard of other systems have RFID. The biggest difference -- And I'll repeat what he said. The big difference is that RFID chip is nothing but a license plate in a competitive system. The brain is the reader of the field, of the reader. The reader makes a home run up through a cellular network, a C.O.W. that is put on site, it gets on the internet, comes back, and makes an approval. If that goes down, you don't get on the ride. Okay?

Ron Weber: That's bar code. You said --

Steve Riegel: No, no, it's -- There's a competitor that has an RFID chip. That's what they use are C.O.W.s. They go up to the Cloud and back.

We do not allow that, at all. That's not how we operate. We use a more expensive chip, with a higher degree of security, and we literally write to the card. So we can keep up to 52 transactions on every card. Now all the transactions are maintained on the readers and report to the back end. But for the user and their convenience, 52 are kept onboard, and that translates to people getting on rides faster.

It's really what -- It's faster through -- Anyway.

So the reader that we're using, unfortunately, this is the most expensive one I can find (indicating), but it was the best one that I could find, and Frank is very keen on having the best available. So he stepped up all of his readers to be the best that you can possibly buy, and they're all interchangeable.

As you can see, it's a large display. It's a ruggedized reader. It has an IP 60 -- 65 rating. It also has a really large battery, 5,000 milli-amps. There are competitors out there trying to work with less than a thousand. You know, years of experience, I don't know if he had -- one of his partners had where a battery was dying every three hours. So if you're gonna have terminals out there, they have to have a lot of battery life. This thing is -- you know, goes for 24 hours is my experience, depending on usage, but certainly for a full day.

Again, the system works without internet.

You guys seem to hammer home this reliability thing. It doesn't depend on it. You can't find anything more reliable.

So anyway, let's go to our next slide.

The user app, it may be -- Maybe the best thing I should do -- Let me just see what bullets on the homepage.
some money. Let's say I want to go on a ride. And Ron is manning the merry-go-round. Hold it like that. (Indicating.) I want to get on the merry-go-round. That's it. (Indicating.) I'm on the ride. Now it's interesting. You guys -- Okay. Ron, look -- We're gonna blind Ron. You guys look. See how many credits I have here? (Indicating.) I'm gonna get on this ride. Ron's gonna tell me how many credits are on my phone.

RON WEBER: I have to look at it?

STEVE RIEGEL: Yeah. Okay. So you read it?

RON WEBER: I've got to do it with my eyes closed?

STEVE RIEGEL: No. No. Look down there.

(Indicating.)

RON WEBER: Five -- Wow, 5,146.

STEVE RIEGEL: Yeah. So the point is, okay, so maybe that's not so interesting with the phone, because the user sees the credits, but he can also see it with a card. So we have a card. (Indicating.) 9,000 credits on that card.

RON WEBER: But I think that's an important point, though, because in the RFP it does ask that the operator tell them or let them know how many credits are left, whether it's a game or a ride, and this -- the app does it for you. It's right in front of you as soon as you scan it. It shows you how many credits are left. So there's no "I thought he said this. I thought he did that." It's right in front of you with the app.

STEVE RIEGEL: Right.

So one more button you see on the bottom.

You saw the "Add Funds" button, and the other one shows the rides. So -- And there will be more. We just put this in to make it easy to show, but I would suspect, between the Fair Board and what Frank wants to communicate on here, if he were doing the rides or whoever is doing the rides, on the bottom you would indicate whether it's a height restriction or, you know, if it's a kiddie ride, that type of thing. And it also shows you how many credits applied to it.

Here's games. (Indicating.) You can -- I just have two games listed as an example. You can also do food.

I'm not sure where you're going to apply your electronic ticketing. It's gonna go -- Are -- You guys intend to go throughout the whole midway with this or just a portion?
RON WEBER: The things you -- You could

STEVE RIEGEL: It's huge.

people on the grounds, because they have an app.

营销的视角，如果我是一个营销人员...。这...的...实时信息，你必须...到网络或移动电话。这款...我忘记了，这...我们将会...这对...中，这是在事件...在那...实时信息...。这样...的...你...实时...通过整个...这...是备份计划...。

STEVE RIEGEL: Right. And in addition to that, the app doesn't suck up any cellphone. So if you're looking at other apps, they all require a back-end loop, because the history is not maintained on the phone. All the competitive solutions I've seen are maintained on the Cloud.

So let's continue on.

RON WEBER: So if any other system was in airplane mode like that, it wouldn't work. While they're reporting, like Frank said is done, it still requires a loop. Other systems require a loop. You still have to scan it, it has to go over the internet, come back, the approval has to come back, and then you get approved. If the internet doesn't work, boom, this one will always work. It always works directly.

FRANK ZAITSHIK: How are you guys doing? quarter of.

MIKE CERAGIOLI: You're at 23 minutes right now.

FRANK ZAITSHIK: Twenty minutes will be three minutes from now?

MIKE CERAGIOLI: Yeah.

STEVE RIEGEL: So as you can see, the app lets you bypass ticket booths. When you sign up for an app, we capture the e-mail address, which is important for future marketing opportunities. We deliver all of those e-mail addresses to you.

It's the only one in the industry, that we're aware of, that has push notifications, and we can use that to send safety notifications, promotional and fair sponsorship messages on there.

RON WEBER: That's really important. From a marketing standpoint, if I was a marketing guy as you are, imagine the ability to communicate with your people on the grounds, because they have an app.

STEVE RIEGEL: It's huge.

RON WEBER: The things you -- You could send safety messages. Your sponsor, that you might have, you can send promotional messages. You can even do -- We're talking about promotions on the grounds. You can say "For the next hour Adam is giving away a small prize with a winner of a large prize." The possibilities are endless, and this is the only app that can do that.

STEVE RIEGEL: In a presidential year, a lot of the candidates want to get your attention when they -- They all go to state fairs, and they would love to get on -- I have actually been contacted by a consultant of one of the candidates, "Can we get on the app?" That's a down-the-road discussion, but it's interesting. They all -- As you know, they all want to go on your fairgrounds.

Okay. Is this where you turn over, Ron?

RON WEBER: No, that's you still.

STEVE RIEGEL: It is still me?

Okay. "System states must be developed without any conductivity faults and includes system support, maintenance to ensure continuous operation."

I mean we can't go down. I mean I can break a reader. A reader can go down, but we cannot go down. We do not depend on the internet, with the exception of credit card sales. But your show does not stop if -- You know, if people have value on a card, they continue -- or a phone -- they continue to get on rides.

RON WEBER: And credit card sales are hardwired.

STEVE RIEGEL: So we continue to work.

Cloud-based systems won't be able to function.

This has got to be you, Ron.

RON WEBER: Oh, yeah.

So on a Cloud-based system, and we've used systems before that have -- they store transactions. So even though it appears that it's still -- Let's say the internet is down. You can run three or four or five transactions that will be recorded in its memory, but in reality the system is not working.

So it's approving it; right? It's approving exception of credit card sales.

RON WEBER: The things you -- You could

With the FunTagg system you know if you have
enough credits to get on the ride.

So there is a potential loss. Even though it appears it's working, there's a potential loss because it's really not working when the internet is down.

Your purse, your money, is on the card itself. That's the absolute key. The only -- With FunTagg, if the internet goes down or if there's catastrophic failure in the internet or something else, the only thing you won't be able to do is have realtime reporting. That's the only thing. All the data is still there. And whenever the internet comes back up, all the data goes back on. You have all the reporting.

Or even if there was some horrible thing that happened or they cut the line coming in, you could go around with a scanner, each ride or game, and get all that data and collect it and give your report at the end of the night. So reliability-wise and functionality-wise there's nothing else that can even come close to comparing to it.

Security.

STEVE RIEGEL: Okay. Get back to security, but I want to give you a demo real quick on this thing.

We mentioned that there are gonna be people in ticket booths. We have kiosks, and then for the individuals that want to deal with people behind a booth, they'll work with a screen that looks like this. (Indicating.)

And the reason I'm showing you the screen is that it's same to the screen that they'll see if you go into a kiosk. It's very simple. If you want a new card, you want to recharge it, you want to get a wristband or you want to scan a code for presales, I can cake it through.

FREDERICK SCHENK: Can you pull that up there, so we can see it?

STEVE RIEGEL: You know, we didn't ask your technical guy whether he had the ability to --

FREDERICK SCHENK: That's all right if you can't. I just figured it was easier to see it there, than walking sideways.

STEVE RIEGEL: Yeah. Yeah. And I can certainly pass it around.

But I just want to show you. He mentioned realtime. Every transaction -- I'm gonna do a tag history here. This is also used in customer support.

Someone says, "I bought this wristband. I bought this card and I can't get on -- we didn't go on any rides. I want my money back."

They take the credential and they hold it up here, and it says exactly what they did. It says exactly when it was activated, the date and the time, on which tablet activated it, and then what -- the reader numbers, the credits that were taken off. So all the detail is realtime.

So don't confuse realtime accuracy end-of-day reporting with continuous reporting. If you want continuous reporting, they're gonna have systems in place to watch it, if you're going to stand and watch that. But most importantly you want to see activity as it goes through the day, probably at the end of the day, what were the peak times. You'll have all that data.

Okay. So for security, I'm gonna read some of this verbatim, because these are important words and I don't want to mis-speak.

We use a variety of technologies, because think about the interactions you have. The card to the reader, how is that secured? The reader to the Cloud and access to the Cloud, so each one of those.

Cryptographic hashes are used to store alongside the transaction data within the card and wristbands to verify the authenticity of the data and the quality of the transactions.

It's a mouthful, but it needs to be spoken to.

Transaction data that's transmitted over the internet and stored in the back-end database is secure -- securely transmitted over an encrypted SSL channel using industry standard TLS and HTTPS.

All back-end data is only permitted by users with appropriate credentials.

The only way you can get on this thing is with a card that is given to you and something you know. Something you have and something you know, so it's two-factor authentication.

No password or pins are ever stored in plain text or otherwise. Only hashes are stored, which is industry standard and best practice to produce the history.

Reports. Okay. Maybe we should go -- Why don't you speak to this for a second. I'll see if I can get them up on my phone.

RON WEBER: So our management software is mobile friendly. You can look on your cellphones to get the reports, however you want to customize it.
The reports are -- We use HMI dashboard. That can give you an unlimited number of reports, however you want to look at the data at the end of the day. And Steve has even worked with some of the different fairs to custom -- some fairs want to see certain things at certain times and others want other things. So we can customize those reports to give you the information you need.

And you know, that information, whether it's with marketing or operations, it promotes efficiency of sales, hours and labor and things like that, customer service resolutions, and ease of redemption.

STEVE RIEGEL: Well, you know, when you're at a fair, people like yourself want to see realtime reporting, and you want to see it in your hand. You don't want to have to run off to a terminal to see it. So I'm gonna bring my screen back up, and I'll show you the kind of thing that you'll have in your hand.

Oops. You don't want Uber. Okay. There you go. It might be hard to read. Actually, I'm not liking this green color. It looks good in your hand.

It doesn't look good on the screen.

So while you're walking around the fair, you have the option of seeing all or just that day's revenue, and it's broken down by cash, credit, and if there's activation fees involved. It depends on the event. Then the visits, how many visits.

Again, you can go by -- You can go daily report or you can go an hourly report, and then the actual visits, the time of day, credentials, whether regular credits, wristband credits, promotional credits or dollars. So in cases where you give out non-revenue credits to firemen, children of need, et cetera, those are recorded as non-revenue credits and broken out separately.

If you say, "Okay. Revenue. I'd like to know more detail on that. I want to see which kiosks are bringing in what," tap on "Revenue" and it breaks down, by the station, how much brought in cash, how much brought in credit for each one of them. It does the same with rides; you tap on the redemption side.

It does the same thing for you on visits.

(Indicating.)

RON WEBER: I think that thing with reports is, once you have the data and it's stored, it's in the database, it's just a matter of how you present it. So it's -- All the information is there we can present.

STEVE RIEGEL: Do you want to bring up your mirror again?
much better with the guest, with the ticketing system.  And now we're gonna turn it over to Mr. Zaitshik.

FRANK ZAITSHIK: I'm gonna kind of roll along. Mike, how much time do I have?

MIKE CERAGIOLI: Eleven minutes.

FREDERICK SCHENK: Is that including questions?

MIKE CERAGIOLI: No.

FRANK ZAITSHIK: So I'm gonna roll a little slower than I was.

First of all, I want to tell you about the sacrifice that I made. Adam talked about being an all-state football player. I wasn't a bad football player myself. I played high school and college football, and today was my 55th high school reunion football get-together that's going on right now, and I thought it was more important to be here than it was to go there, even though I miss that dramatically.

These guys know so much more than I do, but what I did is I lived, breathed, and worked with the everyday challenges of the FUNcard system and the bar code system. So I'm gonna bring out a few things that they didn't talk about.

Battery life. Battery life on the FUNcard is -- you know, I think we've upgraded their scanners. So it's maybe a little bit more. I know my scanners, on a normal day I'd have to change them out twice a day. On a really busy day I might have to change them out three times a day.

Well, what do you guys care about that? Well, here's what you do care about. You care about this, what that ride operator says, "No, I can't do it any more. My battery is not good." That's not a good customer service answer. With this system you're not gonna have to do that.

Are we gonna get one full day of battery life out of it?

STEVE RIEGEL: Yes, sir.

FRANK ZAITSHIK: They did mention that.

The other thing I don't think they emphasized enough is a lot of people have advertised that they take Apple Pay. This is truly the only system, at this point in time, that is able to take Apple Pay. They can take Android, but as you guys know, Apple is pretty proprietary, and so they don't let a lot of stuff in.

And I can't emphasize it enough, as a carnival guy, you know what my job is? My job is to ride people safely. Okay? So every ride has a ride-cycle life. So you start with the ride and you say it should have 20 cycles an hour. And if it sits -- seats 40 people at one time, so it should be able to ride 800 people in an hour.

With a bar code system -- I'm speaking from experience now, I'm not speaking from some hypothetical situation -- from experience, humans are made up of water. When you get a full midway, no matter how good your network is, it's gonna slow down a bit.

So what does that mean to you? What it means is, instead of getting 20 cycles, maybe you're only gonna get 15 cycles. So that's gonna have an impact not only on your revenue, but even more important it's gonna have an impact on your customers' experience.

And we can talk about all the money that this thing's gonna generate, and then a lot of people want to talk about, "Well, the old carnival guy is doing that because he thinks we're stealing the money." This is not about revenue alone. First, second, and third it's about enhancing our customers' experience. And I switched to this system because I want to be first not only today, but I want to be first tomorrow as well.
and it's 3:00 o'clock on Saturday, and I want to know what total ride revenue is at 3:00 o'clock on Saturday. This system will do that. But even better than that, it has built into it, in 2021, Fred's gonna call me up and say, "Hey, Frank, it looks a little lighter out there than it did last year. Can you tell me how we're doing?"

And I can say, "Yes, sir. Last year we grossed a thousand dollars at 3:00 o'clock on Saturday. This year we're at 2,200. So we're way up."

I'm gonna give you historical data hour by hour, day by day. That's what this system can do for us.

We believe, and we don't want to make -- We don't want to make claims that we -- that will get fact checked and we're wrong. So we believe that we're the first app that's gonna be able to utilize push notifications and we're gonna be able to utilize data collection for future marketing.

Now you folks understand all of what we're talking about push notifications. We're gonna send you to the pig races at 3:00 o'clock. We're gonna offer you two corn dogs for the price of one from 5:00 o'clock to 6:00 o'clock. Everybody gets tired of their push notifications, but not when it's saving them money or it's giving them information when they're at an event that they want to be at. So that's what we do.

And I want to go back to what I said. And I'm a corny guy, and some people like it, some people don't, but I'm a very transparent guy, and I'm gonna go back to always first, always best. And if you guys and ladies give us the opportunity and you give this fella, his wife, his mom and dad, her dad, the opportunity to be your concessionaire, it's gonna be a marriage made in heaven. You'll have the right combination, and I know that as sure as I'm standing here right now before you, I'll come back next year and you can tell me if it's liar, liar pants on fire or if, my golly, this is the road to the beginning of wonderful relations.

Thank you so, so much for listening to us.

I hope you have some questions. Lay it on us, because we want questions. There was a commercial one time that said an educated consumer is our best customer, and we believe that and in the products that we have.

Thank you.

MIKE CERAGIOLI: You've got four minutes left, if you've got anything else.

STEVE RIEGEL: Can I suck up those four minutes, because we passed over something I think is important.

You guys have had kiosks on your fairground in the past; is that true or not?

KATIE MUELLER: Yeah.

STEVE RIEGEL: Okay. Can I ask what happens when paper goes low or when a bill gets jammed? What happens?

KATIE MUELLER: We don't accept cash.

STEVE RIEGEL: Oh, you don't accept any cash?

KATIE MUELLER: No.

RON WEBER: No cash on the kiosks. Only credit cards.

STEVE RIEGEL: And you don't want to accept any cash?

KATIE MUELLER: No.

FRANK ZAITSHIK: Why? May I ask that?

I blurted that out. I need to say that more respectfully. Is there a reason why you don't want cash?

KATIE MUELLER: Because we don't want to have to pick up the cash every half an hour.

FRANK ZAITSHIK: Here's what I suggest to you. This whole place is your sandbox. And if we're lucky enough to get an opportunity to play with our sand pails in your sandbox, we're gonna do it 110 percent exactly like you want us to do it. But I will suggest this to you: We're all about customer convenience. That's why you're as great as you are, because you create memories and you create wonderful experiences for families.

And in this day and age -- We're gonna build this. You don't have to use it, but what we're -- all of our kiosks are gonna be able to take credit. They're gonna be able to take cash, but they're not only gonna be able to take cash, they're gonna be able to give exact change, so you're not stuck with, "Well, I can buy $5 worth or I can buy $10 worth." You can buy a dollar's worth and give them a $20 bill, and we're gonna give you $19 in change.

STEVE RIEGEL: I would say that you're probably using credit only because that's generally what's available out there, but I can also tell you that I've been deploying these systems. Carnival operators in the past said, "Not only do you have to accept cash, but you have to give change, Steve, because someone will walk up who has cash in hand and say, 'Oh, it's only credit card.'"
FRANK ZAITSHIK: But, Steve, to emphasize, that's their choice.

STEVE RIEGEL: It absolutely is your choice.

FRANK ZAITSHIK: Is this an appropriate question, too, or am I crossing the line?

The RFP called for a certain amount of guest relations and a certain amount of self-selling machines. Would it be across the line to see our vision?

We own 125 rides. We operate three different carnivals. Sometimes we play two state fairs or three state fairs at the same time. So just in our -- in our business plan calls for way more than 40 self-service kiosks.

I can -- Can I say this, that -- what my vision is for Wade Shows company, as far as what we're gonna end up happening, or am I crossing the line?

MIKE CERAGIOLI: I think it is. You're talking about Wade Shows, and --

FRANK ZAITSHIK: Yes, we're talking about Wade Shows. Wade Shows -- Wade Shows, within the next year, is gonna have 200 self-service kiosks, not 40, because we see that as a vision. We see that as a customer convenience, once again. We want people to have the ability not to wait in a long line. We want -- We want them to have the ability to go to that self-service kiosk, and we want them everywhere, and we want them to be able to use their phone as often as they want and just go back and, bing, reload, reload.

RON WEBER: But that's kind of the point with the app. You don't even need the self-service kiosks.

And this is the interesting thing for marketing or for communications is we think about coming to the midway and selling them the ticket; right? And the challenge now is we've got to get them to have the app before the fair starts or when they're in the parking lot or maybe on the tram, you know, if a tram drives you around, or signs at the front gate, "Download the app now," because we want them to be ready to go when they get to the midway, not just thinking about buying a ticket. We want them to have the ticket going so they can go straight to the thing.

So kiosks and ticket boxes, we might not even be talking about those things in a couple years, you know. They might not even exist, except for maybe some people that aren't used to using their phones or whatever.

STEVE RIEGEL: And one last word on kiosks, for your guys' benefit.

I'm the only one that I know of that manufacturers kiosks that reports fault codes on all the components. What does that mean to the user? It means that when you go up, credit card or not, you're gonna get a receipt -- Oh, that's the end of it?

MIKE CERAGIOLI: Yeah.

STEVE RIEGEL: It will alert you that --

It will alert the operator that you have a problem at a certain gate. Anyway, it will report all fault codes.

MIKE CERAGIOLI: Thank you guys. Appreciate it. It was a very good presentation.

I've got some questions, but I'm gonna let the rest of these people ask questions before I get to mine. So I might answer or ask the same question.

I don't know if you want to start.

KATIE MUELLER: I have a question. To start off, could you clarify the relationship between Wade Shows and Steven Riegel and then All State?

FREDERICK SCHENK: That was gonna be my question, as well.

KATIE MUELLER: So are you leasing the system from him?

ADAM WEST: No, I --

FRANK ZAITSHIK: He'll have other customers.

KATIE MUELLER: You're leasing the system to All State 38?

FRANK ZAITSHIK: As I said, Wade Shows is a traveling carnival that's been interested in digital ticketing for many years. Our first purchase was 2012. We've been searching for a better solution from 2012, up until this point in time. We own the system that he developed. (Indicating.)

KATIE MUELLER: Okay. Got it.

RON WEBER: We brought Steve because of the technical questions that might come up and things.

FRANK ZAITSHIK: We brought him for that purpose, and he's gonna -- you know, we've developed a close relationship.

KATIE MUELLER: So the system was developed for Wade? FunTagg was developed for Wade Shows?

FRANK ZAITSHIK: Not for me alone.

STEVE RIEGEL: It's for the industry, yeah.

I have other customers.

FRANK ZAITSHIK: He'll have other customers.

It will be available to other customers, but I'm gonna be the first guy to use it.

KATIE MUELLER: You're leasing the system to All State 38?

RON WEBER: I'm subcontracting Wade Shows,
FRANK ZAITSHIK: Yes, I'm the subcontractor there.
KATIE MUELLER: Okay. Got it.
CARLENE MOORE: Kind of along those same lines, it referenced in the RFP that, Steve, you would be available during implementation. What is it --
How do you see that period of time?
STEVE RIEGEL: Well, me or, even more importantly, my engineers or guys on my team would be, yes. But, you know, one of the demands of the RFP, we have -- we have resources available, you know. Yeah, we'll be on site.
FRANK ZAITSHIK: I'm gonna answer better for him. If I have anything to do with it, he'll be here as much as you want. He'll meet you in the morning with your coffee, and he'll be at the end -- be with you at the end for the night. And that's gonna be my job. I'm the subcontractor. He works under me. And so even though I don't have the technical answers, you know, I'm gonna be the guy that drives that train with the FunTagg system.
STEVE RIEGEL: I get to leave when Frank says I can leave is the relationship we have.
RON WEBER: Just a word on the technical side, too. When you're operating, and I've operated for Frank most of the systems that he's used, you know, most of your time is not so much the system, per se. It's the connectivity, making sure the access points are working and the readers are working -- not the readers, but the scanners are working. That's where all your time is.
With the NFC, there's really nothing to do. You know, just tap it, it goes, you know.
FRANK ZAITSHIK: And certainly the system you had last year they did a good job, but I'm gonna liken it like this. And if they were sitting in the room, I would say the same thing.
Have you all ever heard the expression put a $60 saddle on a $10 horse?
PATTY CAMERON: I haven't.
FRANK ZAITSHIK: So my view on that is --
PATTY CAMERON: We're in San Diego --
FRANK ZAITSHIK: -- you can add more and more to the bar code technology, but at the end of the day you're still gonna have the bar code technology and you're gonna have a basic product there.
And so I'm gonna abandon that. I'm not gonna use it anymore. I still have it. I still own it. It's paid for, but I'm gonna go to this system, because I'm not gonna put $60 saddles on $10 horses.
FREDERICK SCHENK: I have a question, and it goes back to what Katie was asking. I really want to better understand relationships here. And, John, you're welcome to chime in if you feel it's appropriate from a legal perspective.
Frank, you're a competitor to Adam.
FRANK ZAITSHIK: Of who?
FREDERICK SCHENK: Of Adam. You're a --
FRANK ZAITSHIK: No.
FREDERICK SCHENK: Well, because you're in the carnival business and he's in the carnival business.
FRANK ZAITSHIK: He is a game concessionaire, Fred. I own an entire carnival. That entire carnival is made up of rides, it's made up of, games, and it's made up of the food stands.
One of the reasons why I spoke so highly of Adam is he works under my auspices. So Adam books through me at the New York State Fair or the Oklahoma State Fair. And so at times he's a concessionaire for me, but I take him -- You know, I think one of the wonderful things in life, as you get to be a senior guy, is to mentor.
And I got a lucky break when I was 23, and
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And I got a lucky break when I was 23, and
ADAM WEST: All of the carnivals nationwide.
RON WEBER: So Adam provides the bulk of the games, the events that Frank runs as a carnival and other carnivals, you know.
FRANK ZAITSHIK: As well as other people do.
I have --
FREDERICK SCHENK: I get that.
All right. So in terms of something goes down, I want to know the relationship that exists or would exist for the 2020 fair in San Diego, as between All State 38 and Wade. I want to get a better understanding. I get the technology and it's all wonderful. I'm more concerned with something goes wrong, something goes down.
RON WEBER: Wade Shows and --
FRANK ZAITSHIK: Don't answer that. Let John answer that.
FREDERICK SCHENK: That's why I invited John to speak to that, if you feel it appropriate.
JOHN MOOT: It was unusual the way the RFP was split, because typically they don't get split along those lines. So you've essentially asked for a subcontractor or subcontractor. Just the way it breaks out, all the money is made on the game side, because you have to give the digital ticketing system free.
FRANK ZAITSHIK: That's the way that it will be here. But because I'm a high-profile guy, and then
KATIE MUELLER: Right.
FRANK ZAITSHIK: What I'm trying to say is not necessarily the person that implements every aspect of the owner and operator of the system is not going to flawlessly. This is an important event to me. And let me speak to, real quickly, my presence on the fairground. I'm not a longtime fair operator like these guys are, but I've been in this industry close to long enough to know the importance of this event. There's no way that my equipment is gonna come out here without me being here. It has to go flawlessly. This is an important event to me. FRANK ZAITSHIK: Additionally, let me put it another way, as well. I know Guy and Charlene very well. They're not the ones that actually push the buttons. They have a technical representative, as well.
KATIE MUELLER: Okay.
FRANK ZAITSHIK: We both, technically, answer to -- We can do it two of three ways. He's the general contractor. Normally in a general contractor situation, if you have a problem with the subcontractor, you don't go to that subcontractor direct; you go to the general contractor.
KATIE MUELLER: Right.
FRANK ZAITSHIK: That's the way that it will be here. But because I'm a high-profile guy, and then
KATIE MUELLER: You don't offend me. I'm not trying to do that.
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1 it up one time and I never will, because I don't know
2 how, but I have people that do that. But if you have
3 a problem with that biggest wheel, you could come to
4 me, and it would be my responsibility to make sure
5 that we satisfy that problem to your satisfaction.
6 FREDERICK SCHENK: Frank, here's my problem.
7 I like what I'm hearing, but I want to know who's
8 gonna be answering to my concerns. Who's gonna be the
9 boots on the ground? All right? I'm seeing two
10 different entities here, and I don't feel it's real
11 clear to me.
12 Any number of things can go wrong. I'm not
13 concerned when things are going great. I'm happy when
14 they are. But if something goes wrong, I want to know
15 who's responsible. Ultimately I am; right, because I
16 chair Fair Operations. So I want to know who am I
17 going to look to if something happens or Tim Fennell
18 is gonna look to or Katie is gonna look to when
19 something is not as it needs to be.
20 FREDERICK SCHENK: I'm responsible to him.
21 But just like you said, Fred, I'm gonna be responsible
22 because it's my system. I'm a subcontractor to his.
23 It's my responsibility to make sure that system is up
24 and operating to your satisfaction and it's operating
25 as we represent in the RFP that it's doing.

1 I -- In turn, if there is a problem, I'm
2 gonna look to my staff, and that part of my staff
3 would be Steve, and the other part of my staff would
4 be Ron, as well as I have technical people that
5 have -- have worked with my FUNcard system and other
6 people.
7 So my -- All of my resources that are
8 connected with the FUNcard are gonna be here and
9 deployed here. And so if you wanted to look at a
10 chain of command, technically, the chain of command is
11 Adam, me, my staff. I'm responsible to him, he's
12 responsible to you.
13 FREDERICK SCHENK: Have you guys ever worked
14 together on any other projects?
15 FREDERICK SCHENK: Have you ever worked
16 together on any other projects?
17 FREDERICK SCHENK: On what other type of
18 projects? Only in the game/carnival relationship
19 projects.
21 FREDERICK SCHENK: You have?
22 FREDERICK SCHENK: Yes, sir, often.
23 FREDERICK SCHENK: Which?
24 FREDERICK SCHENK: The New York State Fair,
25 the Oklahoma State Fair --

1 relations incident or if it's a breakdown or if it's a
2 safety issue, I can't go to the fair manager of the
3 general public and say "That wasn't my ride. It was
4 his. I wasn't responsible."
5 I'm responsible. And in our contractual
6 agreement it will -- it will outline what my duties
7 are, what my responsibilities are, and how I have to
8 answer to him, and that will be a formal contract in
9 writing.
10 FREDERICK SCHENK: Well, you're saying it
11 will be in writing, but I haven't seen that agreement,
12 have I? I haven't seen that proposed language, have
13 I, John?
14 JOHN MOOT: You haven't asked for it yet.
15 ADAM WEST: I don't believe that RFP
16 requested that information.
17 FREDERICK SCHENK: I don't know that we
18 anticipated this kind of --
19 KATIE MUELLER: It actually does ask for the
20 information. If you have a subcontractor, it asks for
21 a copy of the agreement to be included.
22 ADAM WEST: If you're the digital ticketer,
23 you have a subcontract agreement with the game
24 operator.
25 There's obviously multiple ways in that RFP

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that are pretty confusing, with a lot of different percentages. And if you follow the RFP a little farther down, it doesn’t ask if the game operator has a --

KATIE MUELLER: How many other events --

I'm unclear, too.

At how many other events has FunTagg been operated at?

STEVE RIEGEL: This is my second generation of FunTagg ticketing, and I've had it -- The earlier generations are still running out in Hawaii and have been at the Banana Shows for five years.

KATIE MUELLER: This exact system that you just demonstrated for us, when that will be --

STEVE RIEGEL: This system will never be static. It constantly improves. So it will never be the same.

KATIE MUELLER: So the system that you just demonstrated, what other fairs could I contact and say, "What was your experience with working with the FunTagg system?"

STEVE RIEGEL: Well, Deggeller was the first purchaser of the system, and they've -- you know, they'll be --

FRANK ZAITSHIK: Don't dance around.

The answer is, as we presented it today, in 2020 our hope is that the system will operate for the first time at the Florida State Fair.

KATIE MUELLER: And that was my second question. I had a difficult time, when I was reading through your technical proposal, finding the app on my iPhone.

STEVE RIEGEL: We haven’t published it.

KATIE MUELLER: Okay.

STEVE RIEGEL: Yeah.

CARLENE MOORE: I have a technical question.

STEVE RIEGEL: For the record, this will be the sixth app that I've published. I've done quite a few and some that are quite successful. So it's not unfamiliar turf.

CARLENE MOORE: So you talked about that, and also in the RFP, about approximately 50 -- maybe it says 52 transactions can be stored on the device.

STEVE RIEGEL: On the card, on the credentials.

CARLENE MOORE: Okay. And so but it appears -- Okay. So that's on the credential, not on the reader?

STEVE RIEGEL: Yeah.

CARLENE MOORE: That clarifies it.

STEVE RIEGEL: Yeah, you could probably keep an entire year's worth of transactions, you know, on a reader before you -- It's a small amount of data that's --

MIKE CERAGIOLI: So on that same line, let's say your WiFi piece goes down. How long do you anticipate the -- So you could have 50 transactions per card that occur before the system completely goes down then, if the WiFi was out? I'm trying to understand that.

STEVE RIEGEL: So let me take a step back. We don't rely on WiFi to work. It's not going to go down. That's important to understand. I thought I drove that home. The system will not go down. The interaction is between the device and the reader, that's it. We do not need WiFi.

KATIE MUELLER: You mean you can keep debiting credits, but the payment -- the payment processes will go down?

STEVE RIEGEL: If credit card acceptance, I assume, is gonna be hardwired at this event --

KATIE MUELLER: Well, and that was -- Who does the hardwiring of ticket booths? I heard that mentioned a couple times. The hardwiring of the ticket booths and the POS systems, who will provide that function?

RON WEBER: Our staff, the Wade Shows and --

KATIE MUELLER: The Wade Shows will do the hardwiring? Okay.

RON ROGERS: I have a technical question.

FRANK ZAITSHIK: And which we have numerous experience.

ADAM WEST: Just a little clarity of the RFP. The RFP asked for a game operation to subcontract a digital ticketing system or a digital ticketing system to subcontract a game operation. So some of the confusion seems to be that.

This is what the 22nd DAA asked for. They asked for a subcontractual agreement between a game operation and a digital ticketing system. That is not normal, and I don't believe there is one agreement like that in North America where a game operator has been asked --
KATIE MUELLER: I don't think that was relevant to anyone's question, and we only have a limited time to get through our questions.

ADAM WEST: Is there a time limit on this section?

KATIE MUELLER: Yes, there is. And taking the time to tell us how flawed our RFP is, is probably not what we want to spend our time doing.

ADAM WEST: I'm not talking about a flawed RFP. I'm just simply stating the RFP asks for a subcontract from one to the other.

KATIE MUELLER: When it comes to the devices, inside of your proposal there was no recommendations as far as a device. I've seen RFID systems in the past that have used wristbands. You demonstrated a card today. I'm wondering what is the device that you're proposing that the digital tickets are loaded on and what is the cost of those devices? If you notice in the RFP --

STEVE RIEGEL: It mentioned cost?

KATIE MUELLER: What's that?

STEVE RIEGEL: I don't know if the RFP mentioned cost of the credential.

KATIE MUELLER: Well, in the RFP we state at the end, I believe, I can't remember what page it was after the delivery of the --

ADAM WEST: The financial proposal was developed over the cost of the evaluation of the RFP.

So if you're asking for something that's new and not specific in the RFP, then our financial --

KATIE MUELLER: I'm not asking for anything new. I'm just asking if the devices are a cost that's gonna be incurred by us or by you.

FRANK ZAITSHIK: If I may, do you mean device as the hardware --

KATIE MUELLER: I'm sorry. I'm probably --

FRANK ZAITSHIK: -- or are you talking --

MIKE CERAGIOLI: You mean the --

THE COURT REPORTER: You cannot all talk at the same time.

STEVE RIEGEL: The digital media that we're going to be putting the tickets on?

KATIE MUELLER: In the RFP we specifically said paper or a device of some sort, whether that be a card or a wristband.

STEVE RIEGEL: Right.

KATIE MUELLER: And with an RFID system, it needs to be able to have a chip. So obviously that eliminates paper. So on the card or the wristband, whatever it -- you know, whatever you're proposing it to be, is that a cost that will then need to be incurred by the San Diego County Fair to provide those devices, should you be chosen as the digital ticketing provider?

ADAM WEST: Well, are you asking -- Are you being specific that everything is RFID?

KATIE MUELLER: If you're the digital ticketing provider chosen, you're proposing an RFID system to us, so the answer would be, yes, if we were to use your system, would we incur the cost of the wristband or card, or would that be a cost incurred by you?

ADAM WEST: I think that the RFP states that the fair pays the price of any delivery of digital tickets. If it's printed on a card or it's on delivery of any delivery method, the fair is incurring the device free of charge?
that cost, whether it's paper with ink or any -- So
that's not something that you asked for, and our
financial proposal doesn't reflect that.

KATIE MUELLER: Well, there's things that
you presented today that were not in your proposal, as
well. So I think it's okay for us to ask a few
questions that are what you consider outside your
proposal.

STEVE RIEGEL: Historically we've done both.

So if it helps, but I think you probably know
historically sometimes the cost is born by the
consumer, in an activation fee, sometimes it's
purchased by the fair, sometimes it's by the -- by the
operator.

KATIE MUELLER: Yes.

FRANK ZAITSHIK: Or in the spirit of
cooeration, where we all need to be, instead of it
didn't say this or didn't say that, you know, I guess
our goal would be to come to a mutually agreeable set
of circumstances for that. And it could quite -- It
quite easily could be an added-value solution. And
what I mean by an added-value solution is maybe
there's a one-time activation fee for this armband,
but in return for this one-time activation fee there
would be additional value placed on it.

ADAM WEST: Additional ride credits, yeah.

KATIE MUELLER: Okay.

FRANK ZAITSHIK: That's one solution.

KATIE MUELLER: I've seen that done before.

FRANK ZAITSHIK: Another solution is the
operator bears the entire cost of that. And,
obviously, a third solution is the fair bears that
whole cost. Or a fourth solution is a great system
coming together for the mutual benefit for everybody
and working out something that everybody is
comfortable with.

And I think, on this side of the table, if I
have any influence over any of this, it would be a
resolution that you would be comfortable with and
would be happy moving forward.

FREDERICK SCHENK: Adam, do you agree with
that?

ADAM WEST: Do I agree with that? Yes.

STEVE RIEGEL: There's one additional way,
that Frank --

FRANK ZAITSHIK: Please. Please.

STEVE RIEGEL: Okay.

FRANK ZAITSHIK: Sorry, Steve.

ADAM WEST: The digital ticketing world is
ever changing. Something that -- This is a five-year
contract: Three plus two -- three plus one, plus one.

Five years from now the digital world is gonna be so
different. Bar code and other systems are possibly
not even gonna be around. It's gonna change a lot of
times over the next five years.

MIKE CERAGIOLI: We're going on guys. I
have one question here real quick.

FRANK ZAITSHIK: I don't believe that has
anything to do with what we're -- We're proposing a
system that will be relevant in the next five years.

MIKE CERAGIOLI: Let me go quick.

Mr. Moot, you'd sent me a little recently
saying that you're submitting this proposal here just
because of our answer to question 38 on the addendum
and that you're reserving the right, you know, to
protest this.

I've got a question. So if we don't award
you guys, you're protesting; right? Is that how
that --

ADAM WEST: I'm going to relay that question
to John, because I think we're starting to get into
some pretty technical questions that might not be
relevant.

MIKE CERAGIOLI: Well, I'm asking John. You
sent me a letter -- He sent me, on behalf of you, a
letter saying that you guys have submitted this
proposal, you're doing it just because you had to,
because of -- you've submitted a protest and you want
to reserve your right.

ADAM WEST: I think --

MIKE CERAGIOLI: So I'm trying to understand
what's going on.

ADAM WEST: I think, Mike --

MIKE CERAGIOLI: I'm assuming the proposal,
this is like a viable proposal, but I'm saying what
you're telling me is, though, that if you don't get
awarded --

JOHN MOOT: The question was do you have to
submit a proposal to protest.

MIKE CERAGIOLI: Absolutely. I totally get
that.

JOHN MOOT: And so you said, "Yes."

MIKE CERAGIOLI: So if you're awarded this
agreement, then you're not protesting? Or are you
going to protest if you get the award?

ADAM WEST: Is that relevant to the
presentation?

MIKE CERAGIOLI: I'm just asking because you
guys sent me the letter.

JOHN MOOT: Mike, it's a technical issue.
MIKE CERAGIOLI: I understand that. I agree 100 percent with that.

JOHN MOOT: That doesn't mean we are going to protest.

MIKE CERAGIOLI: So I'm asking you the question what happens if you get awarded the contract.

JOHN MOOT: Will you be protesting?

FRANK ZAITSHIK: If we feel that we have a better opportunity --

JOHN MOOT: That wouldn't make much sense.

THE COURT REPORTER: Excuse me.

JOHN MOOT: I don't think we would do that.

Why would you protest your own award?

MIKE CERAGIOLI: I'm asking because it just sounded like it was almost like you were saying.

"Well --" I don't know. I felt like --

JOHN MOOT: It was simply to preserve our administrative remedies under your rules. That's all.

KATIE MUELLER: Can you describe what other administrative remedies under your rules.

RON WEBER: And we'd have to have a conversation with them about what they want to do, but I mean everything is possible.

STEVE RIEGEL: It could operate off line all day long if you're willing to assume the risk, but most people say, "Well, the risk tolerance is always so many transactions," and the -- but the same with any proprietor.

RON WEBER: And just to clarify, the hardwire is less vulnerable, obviously, than the connectivity that you're talking about. But if the individual cellphone has cell service, you could buy it.

RON ROGERS: So you guys install -- I think Katie had asked this -- install the hardwire, as well as the wireless network for your system?

RON WEBER: (Nodding head.)

RON ROGERS: Okay.

FRANK ZAITSHIK: Mike, I want to circle back to the questions you asked, if I may.

besides San Diego?

ADAM WEST: Every fair I go to.

KATIE MUELLER: Okay. Every fair you go to is soft sell. And what charities in San Diego County have you supported through your soft-sell, non-agent approach?

ADAM WEST: ELDTC, El Cajon.

KATIE MUELLER: E-L --

ADAM WEST: I find that to be proprietary information, also, on who my connections are with.

MIKE CERAGIOLI: All right, guys. I've got to call it quits.

CARLENE MOORE: Ron had a technical question.

RON ROGERS: I have a really quick question regarding connectivity.

So if there's loss of connectivity, I understand, if I have $50 worth of credits on the card I can go to rides until that credit is gone; right?

If there is a total loss of connectivity, would I be able to go ahead and reload that card?

STEVE RIEGEL: With cash, because credit cards can't be processed without connectivity.

RON ROGERS: Well, is there a possibility of storing forward on those credit card machines?
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<td>1 as simple as that.</td>
<td>1 have thought that.</td>
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<td>2 FRANK ZAITSHIK: Fair enough, sir.</td>
<td>2 I'm going into it with that everybody is</td>
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<td>3 FREDERICK SCHENK: And my one last question</td>
<td>3 gonna get a fair chance, you're gonna evaluate all</td>
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<td>4 is to you, because I just wanted to make sure I</td>
<td>4 this information fairly and justly, and you're gonna</td>
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<td>5 understood what you said with regard to the</td>
<td>5 do what's best for the fair. And I hope that ends up</td>
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<td>6 volunteers. You said some of that's proprietary.</td>
<td>6 being us. And if it's not, I want to learn from what</td>
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<td>7 I want to make sure that whoever you decide</td>
<td>7 we did wrong and make it better for the next time.</td>
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<td>8 to be an organization with whom you volunteer -- have</td>
<td>8 That's what I'm gonna do.</td>
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<td>9 volunteers is one that I'm not embarrassed to say, you</td>
<td>9 I've always thought, if there was such a</td>
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<td>10 know, these young people are the volunteers working.</td>
<td>10 thing as reincarnation, I'd like to come back as a</td>
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<td>11 So it may be proprietary, but I want to make sure that</td>
<td>11 California carnival guy, because I think I could be</td>
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<td>12 it's an organization or organizations which I can be</td>
<td>12 dangerous out here.</td>
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<td>13 proud to take my wife and kids and say these are, you</td>
<td>13 KEVIN RIGSBEE: If I can ask one question?</td>
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<td>14 know, great people that are doing this kind of work.</td>
<td>14 KATIE MUELLER: Uh-huh.</td>
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<td>15 So it may be proprietary, but I want to make</td>
<td>15 KEVIN RIGSBEE: Your hardwired connections</td>
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<td>16 sure that we have a say in terms of the kind of</td>
<td>16 for your kiosks or point of sales, will they be</td>
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<td>17 volunteers, that they're community service oriented;</td>
<td>17 hardwired back to an I.T. trailer somewhere on the</td>
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<td>18 they're not, you know, skewed one way or the other in</td>
<td>18 grounds?</td>
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<td>19 our general population. Do you understand?</td>
<td>19 STEVE RIEGEL: Yes.</td>
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<td>20 ADAM WEST: Absolutely.</td>
<td>20 KEVIN RIGSBEE: And then the scanners,</td>
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<td>21 When I said proprietary, in this business</td>
<td>21 they're all cellular based?</td>
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<td>22 people like to steal what you do. And if this -- And</td>
<td>22 STEVE RIEGEL: Cellular and WiFi both, dual</td>
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<td>23 if this presentation is made public, then the</td>
<td>23 functionality. Depends on the environment. If</td>
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<td>24 opportunity presents itself. Everybody that works for</td>
<td>24 there's WiFi available, we'll use it. They have --</td>
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<td>25 me will be a hundred percent qualified to work at the</td>
<td>25 They can go either way. So we'll probably saturate</td>
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<td>1 the grounds both with WiFi and put cell chips in them.</td>
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<td>2 that work for the San Diego County Fair, I can</td>
<td>2 FRANK ZAITSHIK: You know, there's another</td>
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<td>3 guarantee you that.</td>
<td>3 point to that. If we're gonna develop a partnership,</td>
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<td>4 FREDERICK SCHENK: But you understand what</td>
<td>4 aren't we gonna consider our partner's vast experience</td>
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<td>5 my issue is?</td>
<td>5 in what they do, as well?</td>
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<td>6 ADAM WEST: Absolutely. You're asking if</td>
<td>6 We're not gonna be the Loan Ranger and say</td>
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<td>7 I'm using good organizations or not.</td>
<td>7 everything that we know is the best. We're gonna say,</td>
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<td>8 FREDERICK SCHENK: Right.</td>
<td>8 &quot;Hey, partner, what would be your recommendation?</td>
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<td>9 FRANK ZAITSHIK: I can say that my</td>
<td>9 Here's what we think we're gonna do and here's what's</td>
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<td>10 experience and my carnival hat and Adam's role as a</td>
<td>10 worked for us best,&quot; but we'd be a foolish bunch of</td>
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<td>11 game concessionaire booked with the Wade Shows, we've</td>
<td>11 folks if we thought we knew everything.</td>
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<td>12 been a hundred percent satisfied with the volunteer</td>
<td>12 You know your fair better than anybody, and</td>
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<td>13 groups that he has or, Fred, I wouldn't have him.</td>
<td>13 so we would want to work hand in hand with you to</td>
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<td>14 My whole -- My whole business life is</td>
<td>14 develop all those systems. We can just tell you what</td>
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<td>15 created on reputation experience of those that I do</td>
<td>15 we want to do, and you can say that's a great idea or</td>
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<td>16 business with. And I would encourage you to talk to</td>
<td>16 that's a bad idea, but does that make any sense? I</td>
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<td>17 anybody that has ever done any business with me, and I</td>
<td>17 mean wouldn't you want our -- Wouldn't you want to</td>
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<td>18 think the same answers that I'm giving you right now</td>
<td>18 feel like you had some input into the system, or would</td>
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<td>19 is what they would give you.</td>
<td>19 you want us -- want not to have any?</td>
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<td>20 And I'm giving -- I'm giving him -- I'm</td>
<td>20 KEVIN RIGSBEE: I think that's a good</td>
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<td>21 giving him an &quot;A.&quot; He's a little nervous with the</td>
<td>21 conversation to have.</td>
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<td>22 presentation. There's some things that he saw there,</td>
<td>22 FRANK ZAITSHIK: I think it is, too.</td>
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<td>23 that didn't appear to him that the playing field was a</td>
<td>23 STEVE RIEGEL: Just to clarify on the</td>
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<td>24 hundred percent level. I'm going -- I'm not saying</td>
<td>24 reader, too, the WiFi and the cell is just for</td>
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<td>25 that that's right or wrong, sir. I'm saying he may</td>
<td>25 reporting; right? So it reads even if the cell didn't</td>
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work or if the WiFi doesn’t work.

FRANK ZAITSHIK: I couldn’t tell you that.

FREDERICK SCHENK: I can tell you, I didn’t see it. So I’m -- Here’s -- If you could direct me -- or, Adam, if you could direct me to, you know, something. Not about Wade Shows; about you, Frank.

FRANK ZAITSHIK: Sorry, sir.

STEVE Riegel: Can you say that again?

FREDERICK SCHENK: At what point would you decide you need to install a WiFi network to feed the scanners, verses utilizing the cell towers?

STEVE Riegel: So Frank has lined up to purchase a whole bunch of hubs to satisfy his first event. So he’ll have both available. He’ll set up the WiFi, and the readers will all have cell chips in them. It’s sort of a belt and suspenders thing. But again, that’s just for reporting. It doesn’t keep -- The only thing that tells you is that someone got on the merry-go-round at that moment, where at the end of the day you can say, “I want to know the moments the people got on the merry-go-round and I want to see the graph.” So we give you that.

I’m not sure, you know --

ADAM WEST: Can you make that a little more clear, the function of the system while it’s being used for the customer? The system that was here last year, 500 billion -- 50,000 might have been the amount of wire that they ran to make all this work and these big fancy trailers and tech things. Can you explain to them? I think there may be a misconception of what it takes to actually operate the system.

STEVE Riegel: All you need to operate the system is to connect up to credit cards through the internet, through hardwire, you know. And you can do those through cell, if you want to.

But aside from that, you can just deploy these readers in the field and then you’re done. At the end of the day you get all of your reports. If -- You know, and there’s tons of ways that you can connect these. I mentioned WiFi and cellular. You could also have operators using Bluetooth connections, and it will send it back. So we’ve done all three.

Some operators will say, “I’m only concerned about these half dozen rides. I want them realtime.” So I’m gonna use the hotspots for these.

ADAM WEST: Last year it took two or three weeks --

FRANK ZAITSHIK: Sorry, sir.

FREDERICK SCHENK: So, Adam, I’ve met you before, and I appreciate very much your proposal. I really do. I’ve looked through the 82 pages. And,
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York 18:2 19:14 60:20 67:24
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zones 3:6
### All State 38, Inc.

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<tbody>
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#### Digital Ticketing System

<table>
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<th>Panelist #3</th>
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</thead>
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<tr>
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<td>9</td>
<td>21.9</td>
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<td>Average Technical Score</td>
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#### Carnival Game Operations

<table>
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<tr>
<th>Category</th>
<th>Panelist #1</th>
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<tr>
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<tr>
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<tr>
<td>Technical Presentation, Approach, Work Plan/Narrative (50 Points)</td>
<td>15</td>
<td>40</td>
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<td>Total</td>
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<td>Average Technical Score</td>
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### Grand Total Technical Score

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<th>Panelist #4</th>
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<tr>
<td>48.5</td>
<td>109</td>
<td>146.9</td>
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### Combined Average Technical Score

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<th>Panelist #1</th>
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### Financial Score

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### Overall Score

<table>
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<th>Panelist #1</th>
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<tbody>
<tr>
<td>202.10</td>
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Katie Muller, Panelist #1  
Carlene, Moore Panelist #2  
Fred Schenk, Panelist #3  
Rita Walz, Panelist #4
## RCS

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<tbody>
<tr>
<td>Minimum Qualifications (Pass/Fail)</td>
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## Digital Ticketing System

<table>
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<td>27</td>
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<tr>
<td>Staffing and Management (20 Points)</td>
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<td>Technical Presentation, Approach, Work Plan/Narrative (50 Points)</td>
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## Carnival Game Operations

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<tbody>
<tr>
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<tr>
<td>Staffing and Management (20 Points)</td>
<td>20</td>
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<td>12</td>
<td>18</td>
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<tr>
<td>Technical Presentation, Approach, Work Plan/Narrative (50 Points)</td>
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<td>45</td>
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<tr>
<td>Average Technical Score</td>
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## Grand Total Technical Score

<table>
<thead>
<tr>
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<th>Panelist #1</th>
<th>Panelist #2</th>
<th>Panelist #3</th>
<th>Panelist #4</th>
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<tr>
<td></td>
<td>198.5</td>
<td>180</td>
<td>149.5</td>
<td>179.4</td>
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</table>

## Combined Average Technical Score

|   | 176.85 |

## Financial Score

|   | 92.86 |

## Overall Score

|   | 269.71 |

Katie Muller, Panelist #1  
Carlene Moore, Panelist #2  
Fred Schenk, Panelist #3  
Rita Walz, Panelist #4
### 3.2 Minimum-Qualification Requirements

**DO THEY MEET THE MINIMUM-QUALIFICATION REQUIREMENTS?**

All Proposers must submit evidence of the following:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Pass or Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Demonstrate the ability to meet insurance requirements described in the RFP. Proof of ability must be attached to your proposal. (P/F)</td>
<td>✔ YES / ☐ NO</td>
</tr>
<tr>
<td>B. Provide all Licenses required to conduct business in the State of California. Proof of such licenses must be attached to your proposal. (P/F)</td>
<td>✔ YES / ☐ NO</td>
</tr>
<tr>
<td>C. Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair’s Independent Midway. Reference letters must be from within one year of the date of this RFP. (P/F)</td>
<td>☐ YES / ✔ NO</td>
</tr>
<tr>
<td>D. Provide a copy of Proposer’s written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F)</td>
<td>☐ YES / ✔ NO</td>
</tr>
<tr>
<td>E. Provide a copy of Proposer’s drug testing policy, evidence that Proposer enforces the drug testing policy and evidence that each employee of Proposer that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP will be subject to Proposer’s drug testing policy. (P/F)</td>
<td>☐ YES / ✔ NO</td>
</tr>
<tr>
<td>F. Provide a copy of Proposer’s written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F)</td>
<td>☐ YES / ✔ NO</td>
</tr>
<tr>
<td>G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)</td>
<td>✔ YES / ☐ NO</td>
</tr>
</tbody>
</table>

A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. Proposer’s Relative Experience and Qualifications - (30 points)

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths: Generational history in industry, success demonstrated at 22nd DAA in 2019

Weaknesses: Concern for lack of innovative technology, adequate but not state of the art, which may be reflective of experience with newer technology
b. **Staffing and Management** - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel's level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA's digital ticketing system requirements. Identify key staff members, describe each key staff member's experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.
Maximum Points – 20

Strengths:

Long term team with clearly defined job responsibilities, demonstrated team approach and achievement within organization

Weaknesses:

Concern over inclusion

Questions:


Points: (20) \times \text{level of quality} \times 65\% = (13) \quad \text{Total Score}
c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

[Handwritten text: Demonstrated success with bar code technology.
Back-up systems appear to be well integrated.
Potential use to identify marketing opportunities - valuable]
Weaknesses:

NOT STATE OF ART

Questions:

Points: (50) X level of quality 80\% = (40) Total Score

OVERALL SCORE DIGITAL TICKETING SYSTEM: 75.5
5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer's Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer's subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths: STRONG TEAM APPROACH - DEMONSTRATED AND LONG TERM SUCCESS.

Weaknesses: CONCERN FOR FAIRLY BASED EMPHASIS AND INCLUSION
b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel's level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA’s carnival game operations requirements. Identify key staff members, describe each key staff member’s experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
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- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:

MANAGEMENT HAS PROVEN TRACK RECORD

AND SUCCESS AT 22ND DAA. COMMITMENT TO

TEAMWORK.


Weaknesses:


Questions:

WHAT COHORTS OF PEOPLE DO THEY HIRE TO

STAFF CARNIVAL EVENTS


Points: (20) X level of quality 60% = (12) Total Score
c. **Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**

Very Good Understanding of 22nd DAA

required and scope of work. Under quality of equipment, although not stated at.

solid team approach in all relevant aspects

**Weaknesses:**

same as stated earlier


Questions:

Points: \( (50) \times \text{level of quality} \times 70 \% = \ 35 \) Total Score

OVERALL SCORE CARNIVAL GAME OPERATIONS: 74

TECHNICAL PROPOSAL OVERALL SCORE: 149.5

Evaluation Panelist: Frederick Schenk
Signature:
Date: 12/18/19
**3.2 MINIMUM-QUALIFICATION REQUIREMENTS**

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<th>DO THEY MEET THE MINIMUM-QUALIFICATION REQUIREMENTS?</th>
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<td>C. Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair's Independent Midway. Reference letters must be from within one year of the date of this RFP. (P/F)</td>
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<td>D. Provide a copy of Proposer's written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F)</td>
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<td>E. Provide a copy of Proposer's drug testing policy, evidence that Proposer enforces the drug testing policy and evidence that each employee of Proposer that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP will be subject to Proposer's drug testing policy. (P/F)</td>
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<td>F. Provide a copy of Proposer's written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F)</td>
<td>YES / NO</td>
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<td>G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)</td>
<td>YES / NO</td>
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A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. **Proposer’s Relative Experience and Qualifications - (30 points)**

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

**Maximum Points – 30**

**Strengths:**
Fun Pass has been in use for several years at fairs of over 1,000,000 in attendance, including Houston Livestock Show and the Orange County Fair, as well as the San Diego County Fair.

Operator has been recognized with awards from 2004 to 2019 for Circle of Excellence.

Has operated their digital ticketing system for over 13 years at very large fairs.

---

**Weaknesses:**

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Page 2 of 11
b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel’s level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as “key” to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

**Maximum Points – 20**

**Strengths:**
The organization chart shows as large IT department with years of experience available for support during the fair.

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**Weaknesses:**

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**Questions:**

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Points: \( (20) \times \text{level of quality} = 90\% = (\text{18}) \text{ Total Score} \)
c. **Technical Presentation, Approach, and Work Plan/Narrative** - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer's back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA's credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**
A thorough explanation of Funpass was provided, complete with diagrams and descriptions of the system, kiosks as well as a backup-plan for system failure. Explanation of servers and configuration were provided, as well as tiered auto failover infrastructure.
Weaknesses:

Questions:

Points: (50) X level of quality __92__% = (46)

OVERALL SCORE DIGITAL TICKETING SYSTEM: ________91.90________
5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer's Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer's subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:
Provided detailed description of relationship with subcontractors

- Provided photos of all games.

Listed number of games at large fairs.

Weaknesses:
Questions:

Points: (30) \times \text{level of quality } \times 90\% = (27) \quad \text{Total Score}

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel's level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/ reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA's carnival game operations requirements. Identify key staff members, describe each key staff member's experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
• a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
• a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
• a brief description of relevant services provided to other clients; and
• other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:

Game department has a robust number of employees with many years of experience.

Detailed descriptions of relevant services was provided. Identified all key management.

Weaknesses:

Questions:
c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:


Weaknesses:


Questions:

Points: \((50) \times \text{level of quality } 85\% = \frac{42.50}{\text{Total Score}}\)

OVERALL SCORE CARNIVAL GAME OPERATIONS: 87.90

TECHNICAL PROPOSAL OVERALL SCORE: 179.9

Evaluation Panelist: Rita Walz

Signature: 

Date: 12/19/19
TECHNICAL EVALUATION SUMMARY SHEETS

RFP No. 19-04, Digital Ticketing System and Carnival Game Operations.

NAME OF PROPOSER: Ray Cammack Shows (RCS)

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5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. Proposer’s Relative Experience and Qualifications - (30 points)

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:

High degree of confidence in providing digital ticketing systems at events of similar scope/size as demonstrated through narrative, organizational chart, and resumes. Reference letters clearly demonstrate long-standing relationships and understanding of the work performed, experience with public agencies and fairgrounds. 13 years of successful FunPass history.

Weaknesses:

_______________________________________________________________________________

Questions:

_______________________________________________________________________________

Points: (30) X level of quality 90% = (27) Total Score
b. **Staffing and Management** - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel’s level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and/or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

**Maximum Points – 20**

**Strengths:**

High degree of confidence in the tenure of the management team, reporting structure, and knowledge and experience demonstrated in resumes. The Crisis Communication organizational chart demonstrates forethought into changing roles/responsibilities in the event of a crisis.

**Weaknesses:**

Resumes for Senior Field Techs were not included.

**Questions:**

---

Points: \( (20 \times \text{level of quality} \times 90\% = (18) \text{Total Score} \)
c. **Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**

High degree of confidence in items A-D as addressed in the proposal. RCS provided detail of the equipment to be used as well as detail of security protocols, system configurations, backup/redundancy, as well as diagrams of the networks. RCS has met PCI Attestation of Compliance. Additionally, they provided documentation of no access to backend data by RCS employees. Providing training in both English and Spanish is a big plus.

**Weaknesses:**
There is no mention of internal audits for attempted security breaches.

Questions:

Can the reporting system be accessed by our team on phones and/or tablets for real time information?

Points: \( (50 \times \text{level of quality} \times 90\%) = (45) \text{ Total Score} \)

OVERALL SCORE DIGITAL TICKETING SYSTEM: 90

5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer's Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer's subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
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Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:
High degree of confidence in working with public agencies and fairgrounds as well as stability and experience of management team. Organizational charts are clear as to role, function, and reporting. Nearly 15 years of experience with soft sale approach to carnival game operation.

Weaknesses:

Questions:

Points: (30) X level of quality _90__% = (27) Total Score

b. Staffing and Management - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel's level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA's carnival game operations requirements. Identify key staff members, describe each key staff member's experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

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- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20
Strengths:
High degree of confidence in working with public agencies and fairgrounds as well as stability and experience of management team. Organizational charts are clear as to role, function, and reporting. Nearly 15 years of experience with soft sale approach to carnival game operation. RCS provided organizational charts for both game operations as well as human resources department.

Weaknesses:

Questions:

Points: (20) X level of quality 90% = (18) Total Score

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

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- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:
High degree of confidence to operate both the game operation and the digital ticketing system due to separation of roles and key staff for each operation as presented in the organizational charts, reporting structure, and resumes of key personnel. In addition to providing the required information about each game, RCS provided a picture of each.

Weaknesses:

Questions:

Points:  

\[ (50 \times \text{level of quality} \times 90\%) = (45) \text{ Total Score} \]

OVERALL SCORE CARNIVAL GAME OPERATIONS: 90

TECHNICAL PROPOSAL OVERALL SCORE: 180

Evaluation Panelist: Carlene Moore

Signature: [Signature]

Date: 12/17/2019
### 3.2 MINIMUM-QUALIFICATION REQUIREMENTS

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<td>D. Provide a copy of Proposer’s written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F)</td>
<td>YES / NO</td>
</tr>
<tr>
<td>E. Provide a copy of Proposer’s drug testing policy, evidence that Proposer enforces the drug testing policy and evidence that each employee of Proposer that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP will be subject to Proposer’s drug testing policy. (P/F)</td>
<td>YES / NO</td>
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<tr>
<td>F. Provide a copy of Proposer’s written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F)</td>
<td>YES / NO</td>
</tr>
<tr>
<td>G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)</td>
<td>YES / NO</td>
</tr>
</tbody>
</table>

A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. Proposer’s Relative Experience and Qualifications - (30 points)

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year — evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points — 30

Strengths:
Outstanding letters of recommendation outlining experience working with RCS. Their experience shows they can handle all issues that arise. They have successfully managed this digital ticketing system at several fairs — public agencies and government operated— similar in size and scope to San Diego County Fair including the Arizona State Fair, LA County Fair, Houston Livestock Show and Rodeo, Pima County Fair and OC Fair for many of years. All considerations of the section are addressed with the highest degree of confidence in the Proposer’s response. The response exceeds the requirements in providing an exceptional solution.

Arizona State Fair- left message on 12/9, Wanell Costello returned my call on 12/10. Reported everything written in her letter of recommendation. Also that it was nice to have all the information digitally. RCS provides a promotion where they give 2 free game plays with a purchase of a ride wristband. They always donate plush when it is needed. They have used their digital ticketing system for 10 years.

Pima County Fair- left message on 12/9

OC Fair- 12/9- spoke to Michele Richards, Interim CEO for OC. Kathy Kramer has moved on. Michele has been at OC for a number of years and reports that the digital ticketing system RCS employs really sets the standard for the whole industry. The system allows for greater tracking and reporting with less opportunity for fraud. It has
been a great partnership and their systems are so far advanced. They have incurred significant investment into their systems. They have always been extremely responsive.

Weaknesses:
No weaknesses in this section.

Questions:
No questions in regards to this section.

Points: (30) X level of quality 100 % = (30) Total Score

b. Staffing and Management - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel's level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and consultants, assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA's digital ticketing system requirements. Identify key staff members, describe each key staff member's experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:

Qualifications and experience including education, experience, credentials etc. are spelled out in each team member's resume. A large team of people with vast experience in IT's resumes have been provided. A firm organization chart has been provided with no question as to who is responsible for each aspect of the digital ticketing operation. Each team member's longevity with RCS is vast and is spelled out in their resume. They have demonstrated that key personnel have more than sufficient experience and training to competently manage,
complete, operate and maintain a digital ticketing solution for the San Diego County Fair. A guarantee of that key personnel will be available 24/7 is provided. All considerations of this section are addressed with the highest degree of confidence in the Proposer's response. The response exceeds the requirements in providing an exceptional solution.

Weaknesses:
No weaknesses in this area.

Questions:
No questions in this section

Points: $(20) \times \text{level of quality} = 20 \quad \text{Total Score}$

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A - D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. Include photos and sample when possible;

- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;

- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

With RCS’s vast experience of running the Fun Pass system for 13 years at over 60 events, many of which have an attendance of 1 million plus, it is evident they understand the needs of the 22nd DAA’s midway operation in terms of digital ticketing. Additionally, although they system has never had a major failure, they do provide a back up plan, just in case.

3.5 Sections A-D Required Documents:
A. Narrative very descriptive (see below)
B. Diagrams provided of network provides a high degree of confidence in the IT team to provide a secure, fail-proof network as well as pictures of the wireless and wired infrastructure provided for the 3 events required.
C. A very thorough explanation of the ticketing systems security protocols in provided in regards to the handling of payments.
D. A detailed description of training is provided.

All considerations of this section are addressed with a high degree of confidence in the Proposer’s response.

Sections A-Q are outlined below from the scope of work:
A. Addresses hard wired and wireless redundancies
B. All info addressed with the exception of not specifically stating a number of POS systems available.
C. Addressed
D. Section addressed.
E. Confirmed that the POS system can handle the current unused tickets. Also that it can track presale value and specials.
F. Confirmed 30 kiosks. Security details provided. No pictures or specs provided.
G. Confirmed all details, provided 5 pictures of interior and exterior as well as date and location pictures were taken. Confirmation of hardwiring.
H. Picture and specs provided. Explanation of usage of cell phone to scanner. 400 scanners guaranteed.
I. Guarantee that the RCS IT department will store, charge and manage scanner inventory. They will have 10 back up scanners available. Missing statement that scanners will be configured at 22nd DAA’s direction.
J. Adequately addressed. Staffing not specifically called out.
K. Adequately addressed.
L. Security measures for Credit Card data addressed.
M. Financial data available explained in detail.
N. Explained thoroughly. Provide pictures taken of crowds at 2019 Houston Livestock Show in carnival area. No major failures.
O. Thorough explanation of app. I was easily able to find it and download it from the app store. All criteria met except security measures.
P. Addressed all sections of this criteria thoroughly.
The presentation reinforced their ability to accomplish what is promised in their proposal.

Weaknesses:

No pictures or specs found of kiosks as asked for in scope.

Questions:

1. We had a lot of charge backs through the app in 2019. Can you describe how you will be verifying credit cards in the mobile app going forward to prevent this type of fraud?
2. Will push notifications to subscribers of the app be an option? If so, what is the timing on that?

Was able to get these questions addressed in their presentation and am satisfied that those items will be addressed with this proposal

Points: (50) X level of quality _99_____% = ( 49.5 ) Total Score

OVERALL SCORE DIGITAL TICKETING SYSTEM: ______99.5__________

5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer's Relative Experience and Qualifications - (30 points)
Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer’s subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

**Maximum Points – 30**

**Strengths:**
Letters of reference provided for both digital ticketing and game operation since they are both owned and operated by RCS. Letters are outstanding in detail and are from fairs of similar size and scope to the San Diego County Fair. They have met all criteria and gone above and beyond to demonstrate their experience.

Arizona State Fair- left message on 12/9, Wanell Costello returned my call on 12/10. Reported everything written in her letter of recommendation. Also that it was nice to have all the information digitally. RCS provides a promotion where they give 2 free game plays with a purchase of a ride wristband. They always donate plush when it is needed. They have used their digital ticketing system for 10 years.

Pima County Fair- left message on 12/9

OC Fair- 12/9- spoke to Michele Richards, Interim CEO for OC. Kathy Kramer has moved on. Michele has been at OC for a number of years and reports that the digital ticketing system RCS employs really sets the standard for the whole industry. The system allows for greater tracking and reporting with less opportunity for fraud. It has been a great partnership and their systems are so far advanced. They have incurred significant investment into their systems. They have always been extremely responsive.

All considerations of this section are addressed with the highest degree of confidence. The response exceeds the requirements.
b. **Staffing and Management** - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel's level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA's carnival game operations requirements. Identify key staff members, describe each key staff member's experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

**Maximum Points – 20**

**Strengths:**

A team of different people than in the Digital Ticketing System will be managing the Game Operation. A firm org chart is provided. The resumes of the top 2 directors of game operations are also provided. Events they have provided games for are public agencies and/or government owned fairs. The positions of the other game operation's staff is listed along with their years of total experience and years with RCS. There is a brief
description of relevant experience. All sub-contracting relationships for games is clearly spelled out- their agreements, who will be managing and their experience. All considerations of this section are addressed with the highest degree of confidence. The response exceeds the requirements. RCS states on p.64 they own 80% of all the games proposed in the contract.

Weaknesses:
No weaknesses in this section.

Questions:

There is also a page stating they own 90% of the games so not sure if it is 80 or 90%, however, no matter the correct number, both percentages still meet the criteria set forth in the RFP.

Points: ( 20 ) X level of quality ______________ % = ( ____________ ) Total Score

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:
See notes on Items A-M:

A. All subcontracting relationships for the game operation have been disclosed. RCS verified 80% ownership of the game operation. Each game has been operated by its respective owner for a minimum of 3 years.

B. In their catalog of equipment a complete inventory meeting all of the requirements set forth in the RFP is provided. In this catalog, RCS owns 90% of the games. Each of the operating agreements and insurance requirements are provided for the subcontractors.
C. This is thoroughly explained. Operated a non-agent approach since 2005.
D. Minimum of 10 pictures as well as date and location they were taken provided.
E. 6 pictures of past game signage as well as date and location they were taken provided.
F. Provide examples and an explanation of how their electronic inventory tracking software works. They have a 25-30% stock throw daily. Can customize and brand inventory for events. They have 3 letters of recommendation - 1 from the developer of the inventory software, and 2 from inventory suppliers. A sample stock report is provided on p. 87.
G. An outline of the HR team, their hiring process, time cards confirming 100% of employees are paid hourly. Appearance of attendants not confirmed.
H. Provided.
I. Addressed this area.
J. Aerial photos provided with the number of games operated in each and the dates and location of each provided.
K. Describe their experience with a company called Ticket Co. They have worked with for 10 years.
L. A list of promotions is provided as the primary carnival game at past events and are specific about the when, where and results.
M. List of 3 subcontractors and agreements provided.

Page 58 goes into great detail about security protocol for all POS systems, the kiosks and the app. Important takeaways - they are PCI compliant, and P2Pe compliant.

P.42 starts with the number of years the proposed digital ticketing solution has been operating - 13 years that RCS has operated.

They have never had a major failure, but still have a back up plan of hard tickets that they carry with them just in case.

All sections of this section of the RFP are addressed with the highest degree of confidence in the Proposer’s response. The response exceeds the requirements.

Weaknesses:

Appearance of attendants not specifically addressed although there are pictures showing neatly groomed, well attired attendants.

Questions:

Which charities do you plan to reach out to for your staffing needs?

Local high schools was the answer when posed this question at the demonstration.

Points: (50) X level of quality __98__% = (49) Total Score

OVERALL SCORE CARNIVAL GAME OPERATIONS: ___________ 99 ___________
TECHNICAL PROPOSAL OVERALL SCORE: 198.5

Evaluation Panelist: Katie Mueller
Signature: Katie Mueller
Date: 12/16/19
**TECHNICAL EVALUATION SUMMARY SHEETS**

**RFP No. 19-04, Digital Ticketing System and Carnival Game Operations.**

**NAME OF PROPOSER:**

![Signature]

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<tr>
<th><strong>3.2 MINIMUM-QUALIFICATION REQUIREMENTS</strong></th>
<th><strong>Pass or Fail</strong></th>
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<tr>
<td><strong>DO THEY MEET THE MINIMUM-QUALIFICATION REQUIREMENTS?</strong></td>
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All Proposers must submit evidence of the following:

A. Demonstrate the ability to meet insurance requirements described in the RFP. Proof of ability must be attached to your proposal. (P/F)  
   ![YES] / [NO]

B. Provide all Licenses required to conduct business in the State of California. Proof of such licenses must be attached to your proposal. (P/F)  
   ![YES] / [NO]

C. Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair’s Independent Midway. Reference letters must be from within one year of the date of this RFP. (P/F)  
   ![YES] / [NO]

D. Provide a copy of Proposer’s written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F)  
   ![YES] / [NO]

E. Provide a copy of Proposer’s drug testing policy, evidence that Proposer enforces the drug testing policy and evidence that each employee of Proposer that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP will be subject to Proposer’s drug testing policy. (P/F)  
   ![YES] / [NO]

F. Provide a copy of Proposer’s written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F)  
   ![YES] / [NO]

G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)  
   ![YES] / [NO]

A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. Proposer's Relative Experience and Qualifications - (30 points)

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer's technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:

SUB-CONTRACTOR Stephen D. Rieger was

very experienced and presented the RFID

technology very well. RFID is state of the art

and has been shown to work in similar applications.

Weaknesses:

FUNCTION HAS NOT YET BEEN USED IN SIMILAR VENUE. TO THE

SDCF. SUB-CONTRACTOR, Frank Taitsnik, while very impressive

presentation, is not even mentioned in the more than 3-page

proposal.
Questions:

Who will actually manage technology? Ms. Faitshik is reported to have 2 assistants, but neither are identified by name or responsibility in proposal.

Mr. West is in charge but not clear he is well versed on the technology. What happens if technical issues arise?

Points: (30) x level of quality = (22) Total Score

b. Staffing and Management - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel’s level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as “key” to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.
Maximum Points – 20

Strengths:

Mr. West has experience in operations but none in fun tag technology. Strong success in operations of carnival games.

Weaknesses:

No tech experience and relying on subs, not all of whom are mentioned or referenced in the submission.

Questions:

Why was Frank Faitshing who spoke for over 20 minutes in the presentation about the strengths that he would bring to the proposal, never identified in the document.

Points: (20) \times \text{level of quality} \times \frac{70}{100} = 14 \text{ Total Score}
c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA's credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

- State of the art technology, presumed
- Reliability & quality although not compared
- Tested in similar sized fair, integration appears well designed.
Weaknesses:

- All concerns stated in previous sections are handled.
- Team member responsibilities and importance.
- E.O. in proposal.

Questions:


Points: \( \text{(50)} \times \text{level of quality} \times 80\% = \text{40} \) Total Score

OVERALL SCORE DIGITAL TICKETING SYSTEM: 76
5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer's Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer’s subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:

SUCCESSFUL CAREER IN CARNIVAL GAME OPERATIONS
DEMONSTRATED SUCCESS AND TECHNICAL KNOWLEDGE OF INDUSTRY

Weaknesses:

UNABLE TO FULLY VET SUBCONTRACTORS
b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel's level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA's carnival game operations requirements. Identify key staff members, describe each key staff member's experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
• a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
• a brief description of relevant services provided to other clients; and
• other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:

MR & MRS WEST HAVE DEMONSTRATED SUCCESS AND COMMITMENT TO THE CARNIVAL INDUSTRY

Weaknesses:

STAFFING/SUB CONTRACTORS ARE NOT CLEARLY IDENTIFIED IN PROPOSAL, ALTHOUGH PRESENTED DURING YOUR INTERVIEW

Questions:

WHY WAS THERE VOID IN MORE COMPREHENSIVE INPUT ON KEY PARTICIPANTS

Points: (20) X level of quality 60% = (12) Total Score
c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

- 60% understanding of 22nd DAA
- Requirements and scope of work sufficient
- Quality of equipment

Weaknesses:

- Same as stated earlier.
Questions:


Points: (50) X level of quality 0% = (35) Total Score

OVERALL SCORE CARNIVAL GAME OPERATIONS: 71

TECHNICAL PROPOSAL OVERALL SCORE: 147

Evaluation Panelist: Frederick Schenk
Signature: [Signature]
Date: 12/18/19
## 3.2 Minimum-Qualification Requirements

**DO THEY MEET THE MINIMUM-QUALIFICATION REQUIREMENTS?**

All Proposers must submit evidence of the following:

| A. Demonstrate the ability to meet insurance requirements described in the RFP. Proof of ability must be attached to your proposal. (P/F) | xx ☑ YES / □ NO |
| B. Provide all Licenses required to conduct business in the State of California. Proof of such licenses must be attached to your proposal. (P/F) | x ☑ YES / □ NO |
| C. Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair’s Independent Midway. Reference letters must be from within one year of the date of this RFP. (P/F) | x ☑ YES / □ NO |
| D. Provide a copy of Proposer’s written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F) | x ☑ YES / □ NO |
| E. Provide a copy of Proposer’s drug testing policy, evidence that Proposer enforces the drug testing policy and evidence that each employee of Proposer that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP will be subject to Proposer’s drug testing policy. (P/F) | x ☑ YES / □ NO |
| F. Provide a copy of Proposer’s written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or tear down. (P/F) | ☑ YES / Not fully described □ NO |
| G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F) | ☑ YES / □ NO |

A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet **all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.**
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. **Proposer's Relative Experience and Qualifications - (30 points)**

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer's technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

**Maximum Points – 30**

**Strengths:**
Wade has used other digital ticketing software designed by Steve Riegel.

**Weaknesses:**
The RFP specifies the DAA will only consider a complete, 100% proven fully operational digital ticketing system. Fun Tagg is not intended to be used by Wade until February, 2020.
Questions:

Points: \( (30 \times \text{level of quality}) \times 30\% = (9) \text{ Total Score} \)

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel’s level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as “key” to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.
Maximum Points – 20

Strengths:
Steve Riegel has experience with the digital technology.

Weaknesses:
The organization chart provided shows only five people to support this system 24/7.
Availability of Steve Riegel during the fair is unclear. Proposal state he will be present during “implementation”.
Frank Zaitshik’s name was not mentioned in the proposal, even though Allstate 38 would be leasing the system from him. This key personnel was missing in the proposal.

Questions:

Points: (20) X level of quality _____ 30_% = ( 6 ) Total Score
c. **Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

Proposer's depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**
Riegel appears to have designed an RFID system that is easy to use for the customer.


Page 5 of 11
Weaknesses:
Scope of work requires a proven digital ticketing system. Frank stated that he would be the first to use this system.

Key personnel to perform each category of service, including subcontractors is vague and incomplete. Frank is not mentioned in the proposal.

Redundancies are not part of the RFID system. It is stated that the system will not go down. It states that the information is on the card or wristband. The RFP requires a detailed description of redundancies in place.

Information regarding the POS transaction process is insufficient. There is nothing that describes a backup plan should the POS system go down.

Staffing description does not include which key personnel would perform each category of service. Frank’s name is not mentioned in the proposal.

Questions:

Points: (50) X level of quality 30% = (15) Total Score

OVERALL SCORE DIGITAL TICKETING SYSTEM: 30
a. Proposer's Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer's subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________
b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel’s level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA’s carnival game operations requirements. Identify key staff members, describe each key staff member’s experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.
Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

**Maximum Points – 20**

**Strengths:**

_________________________________________________________________

_________________________________________________________________

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**Weaknesses:**
Small staff. Heavy use of volunteers, but that is vague in its description.

_________________________________________________________________

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_________________________________________________________________

**Questions:**

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________
c. **Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

Proposer's depth and understanding of the 22nd DAA's requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**

________________________________________
________________________________________
________________________________________
________________________________________

**Weaknesses:**

_**Key personnel staffing is minimal,**_
Questions:

Points: (50) \times \text{level of quality} \quad 72 \quad \% = (\quad 36.0 \quad ) \ \text{Total Score}

OVERALL SCORE CARNIVAL GAME OPERATIONS: \quad 74 \quad

TECHNICAL PROPOSAL OVERALL SCORE: \quad 104

Evaluation Panelist: \quad \underline{\text{Rita Walz}}

Signature: \quad 

Date: \quad 12/19/19
### 3.2 Minimum-Qualification Requirements

**Do they meet the minimum-qualification requirements?**

All proposers must submit evidence of the following:

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>A. Demonstrate the ability to meet insurance requirements described in the RFP. Proof of ability must be attached to your proposal. (P/F)</td>
<td>☑ YES / ☐ NO</td>
<td></td>
</tr>
<tr>
<td>B. Provide all licenses required to conduct business in the State of California. Proof of such licenses must be attached to your proposal. (P/F)</td>
<td>☑ YES / ☐ NO</td>
<td></td>
</tr>
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<td>C. Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair's independent midway. Reference letters must be from within one year of the date of this RFP. (P/F)</td>
<td>☑ YES / ☐ NO</td>
<td></td>
</tr>
<tr>
<td>D. Provide a copy of Proposer's written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F)</td>
<td>☑ YES / ☐ NO</td>
<td></td>
</tr>
<tr>
<td>E. Provide a copy of Proposer's drug testing policy, evidence that Proposer enforces the drug testing policy and evidence that each employee of Proposer that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP will be subject to Proposer's drug testing policy. (P/F)</td>
<td>☑ YES / ☐ NO</td>
<td></td>
</tr>
<tr>
<td>F. Provide a copy of Proposer's written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F)</td>
<td>☑ YES / ☐ NO</td>
<td></td>
</tr>
<tr>
<td>G. Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)</td>
<td>☑ YES / ☐ NO</td>
<td></td>
</tr>
</tbody>
</table>

A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet **all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.**
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

<table>
<thead>
<tr>
<th>a. Proposer’s Relative Experience and Qualifications - (30 points)</th>
</tr>
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<tbody>
<tr>
<td>Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.</td>
</tr>
<tr>
<td>Proposer must include:</td>
</tr>
<tr>
<td>• the name of project;</td>
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<tr>
<td>• a brief description of organization or company;</td>
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<tr>
<td>• a contact person and current telephone number;</td>
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<td>• a brief description of scope of work; and</td>
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<tr>
<td>• notable outcomes.</td>
</tr>
<tr>
<td>Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:</td>
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<tr>
<td>• dated;</td>
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<tr>
<td>• signed; and</td>
</tr>
<tr>
<td>• printed on corporate letterhead or result in deduction of points.</td>
</tr>
<tr>
<td>Maximum Points – 30</td>
</tr>
<tr>
<td>Strengths:</td>
</tr>
</tbody>
</table>

Weaknesses:

Proposer minimally addresses the section. Per the proposal, All State 38 is leasing the digital system, hardware, ticket booths, and guest centers from Wade Shows, but did not define the relationship between All State 38 and Wade Shows nor Wade Shows and Mr. Riegel (the software developer).

Low degree of confidence in All State 38’s response to the staffing plan for managing the digital ticketing system. All State 38 has stated that the same staff used to manage the to manage the game operation will also manage the digital ticketing system. Appears to be inadequate for an operation of this size and magnitude.
All State 38 provided comparison figures on 2 of the 3 projects presented and while 2 of the 3 are comparable in size/scope to the San Diego County Fair independent midway and games operation, Buc Days is significantly smaller in operation (and that information was not provided, but had to be researched by me as an evaluator). Proposal is unclear if it was a digital ticketing system provided to Buc Days.

A low degree of confidence in the reference letters provided for Wade Shows as they are exactly the same language except for one line and they don’t speak to the relationship between the Proposer, All State 38, and Wade Shows.

Questions:

Where has Fun Tagg system been successfully implemented?

Points: (30) X level of quality 30_\% = (9) \textbf{Total Score}

b. **Staffing and Management - (20 points)**

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel’s level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/ reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.
Maximum Points – 20

Strengths:

Weaknesses:

Proposer, All State 38, minimally addresses this section. Did not provide an organizational chart, but instead referred to chart included in the game operation section.

Low degree of confidence in the response. Stated within proposal that same team would manage the digital ticketing system and the game operation. Stated at presentation that Wade Shows and Mr. Riegel would manage the digital ticketing system.

Did not clarify during presentation All State 38’s definition of “on-site during the system’s implementation” as referenced in the proposal. It remains unclear if Mr. Riegel and one of his staff will be onsite the entire duration of the Fair.

Mr. Riegel’s resume did not demonstrate experience with public agencies and fairgrounds.

Questions:

Define what “on-site during the system’s implementation” means to you?

Points: \((20 \times \text{level of quality } \times 0.30) = (6) \text{ Total Score}\)

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
• Proposed organization of work & method is sound and reasonable;
• How the projected timeline meets or exceeds expectations;
• Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
• The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
• Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
• Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
• Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
• Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
• Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.
• Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

Weaknesses:

Minimally addresses the section. Actual equipment to be used, i.e. scanners, POS, kiosks, etc. is not stated. Low degree of confidence due to:
Lack of providing an organizational chart for the digital ticketing system; no proposed redundancy/back up for reporting purposes which All State 38 stated is done through Wifi and cellular; photos provided are of Fun Pass, not Fun Tagg system (the one being proposed); no references to back-ups, quantity of devices, daily check-in/out procedures; no reference to age of booths; did not provide sample reports or reference to the type of standard reports; only provided resume of one person and that person was not included on the organizational chart referenced in the game operation so this person’s role and responsibility is unclear, as well as the reporting relationship.
Submitted proposal is for an RFID system. All State 38 states “We have provided a complete wireless system along with backup…”, but then only provides examples of shows that Wade Shows (not All State 38) has provided digital ticket systems for, not RFID. Wade Shows acknowledged during the presentation that the RFID system has not yet debuted at a fair.
Buc Days is not comparable. All State 38 does not provide detail on the size of the operation and doesn’t state if it was a digital ticketing system.
Remains unclear if All State 38 has the technical skill and knowledge to manage the RFID system. This was not a detailed, technical response.
Security efforts only detailed what is within the system. There is no reference to internal audits of information, access to data by others, PCI compliance, etc. There is not an explanation as to where the data resides.

Questions:

Where does the data reside?

Points: (50) X level of quality \(30\) \(\%\) = (15) Total Score

OVERALL SCORE DIGITAL TICKETING SYSTEM: 30

5.3.2 Technical Proposal Carnival Game Operations (Maximum 100 Points Possible)

a. Proposer’s Relative Experience and Qualifications - (30 points)

Relative technical experience in carnival game operations of a similar nature size and scope; experience working with public agencies; fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; subcontractor(s), and technical competence. Verification and assessment of client references; references that demonstrate success in providing similar carnival game operations. Description of at least three (3) carnival game operations projects completed over the last three (3) years, which are similar to the magnitude and scope of the carnival games to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that Proposer (including Proposer’s subcontractors) has completed, or demonstrated the experience, competency, capability, and capacity to complete a carnival game operation, of similar size, scope, or complexity to the carnival operation at the Fair.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.
Maximum Points – 30

Strengths:

Weaknesses:

Address the section adequately, but does not provide detail of the size of the game operation managed for Butler Amusements at any of the California fairs listed and no contact name was provided. Additionally, the reference from Murphy Brothers appears to be for a ticketed cashless system, not digital.

Questions:

Points: (30) X level of quality 70% = (21) Total Score

b. Staffing and Management - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel’s level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA’s carnival game operations requirements. Identify key staff members, describe each key staff member’s experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
• other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

Maximum Points – 20

Strengths:

A high degree of confidence in All State 38’s game operation management team as demonstrated in the resumes provided.

Weaknesses:

A low degree of confidence that those same 5 people referenced in the games operation organizational chart and supporting resumes is sufficient to operate 60+ games and the digital ticketing system for 1.5M attendees, as that same chart and resumes were referenced as the answer to the Technical plan. A low degree of confidence in their technical skill/ability/experience/knowledge to manage the digital ticketing system component.

Questions:

How are volunteers screened?

Points: (20) X level of quality _90_ % = (18) **Total Score**

c. **Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

• Items A – M in Section 3.7 Game Operations Required Documents
• How the proposed game operations meets all of the requirements described in the scope of work;
• Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
• Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
• Proposed organization of work & method is sound and reasonable;
• Projected timeline meets or exceeds expectations;
• Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**

High degree of confidence in game detail provided, quality of equipment, management personnel for game operation

**Weaknesses:**

Low degree in confidence of the Proposer’s understanding of electronic inventory reporting. States that all inventory shipments are “records them electronically”, but samples provided are handwritten. Did not address how All State 38 achieves the 25% minimum stock average.

Low degree of confidence that all employee policies are compliant with California law. Did not reference or demonstrate how nonprofit volunteers are screened.

Proposal refers to “supervisors have many years of training and experience,” yet no resumes were provided for supervisors nor were they identified on organizational charts. Based on the organizational chart provided, if the supervisors are West’s and Ellis, then not enough supervisor-to-employee ratio for an operation this size.

Game operation photos appear to be Wade Shows brand.

**Questions:**

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Points: (50) X level of quality 80% = (40) **Total Score**

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**OVERALL SCORE CARNIVAL GAME OPERATIONS:** 79

**TECHNICAL PROPOSAL OVERALL SCORE:** 109

**Evaluation Panelist:** Carlene Moore

Signature: [Signature]

**Date:** 12/17/2019
### 3.2 MINIMUM-QUALIFICATION REQUIREMENTS

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Pass or Fail</th>
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<tbody>
<tr>
<td><strong>DO THEY MEET THE MINIMUM-QUALIFICATION REQUIREMENTS?</strong></td>
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<tr>
<td>All Proposers must submit evidence of the following:</td>
<td></td>
</tr>
<tr>
<td><strong>A.</strong> Demonstrate the ability to meet insurance requirements described in the RFP. Proof of ability must be attached to your proposal. (P/F)</td>
<td>✡️ YES / ☐ NO</td>
</tr>
<tr>
<td><strong>B.</strong> Provide all Licenses required to conduct business in the State of California. Proof of such licenses must be attached to your proposal. (P/F)</td>
<td>✡️ YES / ☐ NO</td>
</tr>
<tr>
<td><strong>C.</strong> Provide at least 3 letters of reference from events similar in size and scope to the San Diego County Fair's Independent Midway. Reference letters must be from within one year of the date of this RFP. (P/F)</td>
<td>☑️ Questionable</td>
</tr>
<tr>
<td><strong>D.</strong> Provide a copy of Proposer's written policies and procedures, including, but not limited to, policies related to employee hiring and training, carnival game operation policy and practices, and emergency plans and procedures. (P/F)</td>
<td>✡️ YES / ☐ NO</td>
</tr>
<tr>
<td><strong>E.</strong> Provide a copy of Proposer's drug testing policy, evidence that Proposer enforces the drug testing policy and evidence that each employee of Proposer that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP will be subject to Proposer's drug testing policy. (P/F)</td>
<td>✡️ YES / ☐ NO</td>
</tr>
<tr>
<td><strong>F.</strong> Provide a copy of Proposer's written policies and procedures, including any written implementation plans, for related to employee background checks for all employees that may work at the San Diego County Fair for Proposer under the contract that may result from this RFP, including employees that work for Proposer during set-up, daily operations and/or teardown. (P/F)</td>
<td>✡️ YES / ☐ NO</td>
</tr>
<tr>
<td><strong>G.</strong> Provide a document that fully describes the relationship in detail between Proposer and every sub-contractor that will contract with Proposer in providing goods or services for the contract awarded following this RFP. (P/F)</td>
<td>☑️ Questionable</td>
</tr>
</tbody>
</table>

A Proposal that meets all of the minimum qualification requirements set forth above will be evaluated and scored. A Proposal that does not meet all of the minimum qualification requirements set forth above will be deemed non-responsive and will not be evaluated or scored.
5.3.1 Technical Proposal Digital Ticketing System (Maximum 100 Points Possible)

a. **Proposer’s Relative Experience and Qualifications - (30 points)**

Relative technical experience in digital ticketing systems of a similar nature size and scope; experience working with public agencies and government-operated fairgrounds; strength and stability of the Proposer; strength, stability and experience of management personnel; Proposer’s technical competence. Verification and assessment of client references; references that demonstrate success in providing similar services. Description of at least three (3) digital ticketing system projects completed over the last three (3) years, which are similar to the magnitude and scope of the digital ticketing system solution/system to be provided to the 22nd DAA during the Fair as stated in this RFP. Evidence that the Proposer has completed, or demonstrated the experience, competency, capability, and capacity to complete a digital ticketing system, of similar size, scope, or complexity.

Proposer must include:

- the name of project;
- a brief description of organization or company;
- a contact person and current telephone number;
- a brief description of scope of work; and
- notable outcomes.

Two (2) letters of recommendation written within the past year – evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

- dated;
- signed; and
- printed on corporate letterhead or result in deduction of points.

**Maximum Points – 30**

**Strengths:**

The required number of letters of recommendation are provided.

**Weaknesses:**

This section is minimally addressed, and one or more major considerations are so limited that it results in a low degree of confidence in the Proposer’s response. For example, the letters appear to be a “form type letter” that states the equipment worked but does not go into any level of detail on Wade Show’s response to issues that arose, how the fair found their customer service ability to be, etc. The letters are all in reference to Wade Shows, a carnival company. They are not about the system being proposed, so while the carnival is recommended and we are told they operate a digital ticketing system, the letters are not about Fun Tagg, they system being proposed and do not mention All State 38, who is proposing to manage the system while at the fairgrounds.

The description of 3 digital ticketing system projects completed over the last 3 years is missing. Yes, 3 events are listed as reference but a description of those projects is missing. There is no solid evidence that the Proposer has completed, or demonstrated the experience, competency, capability and capacity to complete a digital ticketing system of similar size, scope or complexity.
There is a lack of detail in the description of the 3 digital ticketing system projects completed over the last 3 years which are similar in size and scope to be provided to the 22nd DAA during the Fair. A good letter of reference would have been from Wade Shows themselves explaining how they have used the digital ticketing system being proposed, Fun Tagg or even how they have managed other digital ticketing systems. The letters of recommendation are extremely vague other than to state they successfully managed a digital ticketing system. There is no mention of Fun Tagg, so I can’t be sure this is the same system being recommended. Based on evidence to the contrary, Fun Tagg, the system being proposed has never been used by any of these fairs that submitted a letter of reference. Confirmed during the presentation that the version of Fun Tagg being proposed is “hoped to be debuted at the 2020 Florida State Fair.”

During the presentation, we met Frank Zitschich, owner of Wade Shows. While the panel was impressed by Frank, there was no information about him in the written proposal.

Additionally, when references were vetted on-line, Wade Shows’ website is lacking any information about their digital ticketing system, Buc Days, with a stated carnival attendance of 43,857 is not comparable to the San Diego County Fair’s carnival attendance and the Florida State Fair, while having 90 rides, only has an attendance of 560,000.

New York State Fair- 13 days- Called Reference, received a voice mail back, returned call and was sent to voicemail, no call back.

- 1,329,275 attendance

Buc Days- 11 days (carnival operation)- non profit organization giving out scholarships- left message, no call back.

- 43,857 reported carnival attendance (not similar)

Florida State Fair- 12 days, 560,000 attendance, 90 rides (similar number of rides but not attendance)- left message, no call back.

Questions:

What is the relationship between Wade Shows, All State 38 and Stephen Riegel? Discovered Stephen Riegel developed the Fun Tagg system, not yet used by Wade Shows. Wade Shows had been using Fun Card. All State appears to be a game company booked in by Wade Shows. This was new information not provided in the written proposal.

Points: (30) X level of quality 25% = (7.5) Total Score

b. **Staffing and Management** - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; key personnel’s level of involvement in providing the digital ticketing system cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff and or consultants assigned to the San Diego County Fair digital ticketing system project. Evidence that key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution/system for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include a firm organization chart, which clearly delineates communication/reporting relationships among the proposed staff, consultants, and their assigned tasks in relation to the 22nd DAA’s digital ticketing system requirements. Identify key staff members, describe each key staff member’s experience, history and how technical support during all operational hours will be provided.
throughout the duration of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours a day and 7 days per week before and during the San Diego County Fair to perform the proposed services for the duration of the contract acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written consent of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

**Maximum Points – 20**

**Strengths:**

The RFID system seems interesting but by the proposer’s own admission it is unproven. Furthermore, by the proposer’s own admission, the app has not been published yet.

**Weaknesses:**

The only resume supplied was the founder of the Fun Tagg system, Stephen Riegel. The other staff to manage this system were Adam and DeBraun West, both of whom appear to have no IT background to speak of according to their resumes in the game operator section nor is there any reference to the Fun Tagg system specifically on their or anyone else’s resumes. There seems to be a lack of staff to manage a system. Evidence is lacking that shows key personnel have sufficient experience and training to competently manage, complete, operate and maintain the digital ticketing solution for the San Diego County Fair. P. 7 states “Staff for the digital ticketing system will be the same as our staff for our game operation listed in 5.3.2 below….” the need for a large staff dedicated to monitoring the system is not required.” The San Diego County Fair is very concerned that there is a lack of sufficient resources dedicated to this system. One of my main concerns is the statement “The need to maintain an elaborate system of intranet connectivity, trouble shooting problems with scanning and programming readers and systems is eliminated with this technology.” This statement negates the need for a contingency plan should the system fail. The section is minimally addressed but one or more major considerations of the component are so limited that it results in a low degree of confidence in the Proposer’s response or proposed solution. Stephen Riegel’s resume is missing dates from his experience so we don’t know the period of time that his experience took place. A firm org chart clearly delineating communication/reporting relationships between the Wests and Stéphen Riegel does not exist. It became obvious during the course of the presentation that the relationships between Wade Shows, All State 38 and Stephen Riegel had not been fully worked out. They told us there is no agreement between them in existence.

This section is minimally addressed and results in a low degree of confidence in the Proposer’s response or proposed solution.

**Questions:**

Who is the go-to person to manage this system? The proposal states Adam and Debraun West. Stephen Riegel demonstrated the product and when asked about the statement from the proposal “He will be here for implementation of the system for the first year,” the question about what “implementation” means was
not adequately addressed. It was clear that there were many details of this relationship to be worked out. Furthermore, had Adam or Debraun demonstrated the system (since it was stated they were managing it) I would have had a higher degree of confidence in it.

Points: (20) X level of quality __10____% = (2) Total Score

c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the digital ticketing system configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and/or discuss:

- Items A – D in Section 3.5 Digital Ticketing System Required Documents
- How the proposed solution meets all of the requirements described in the scope of work;
- All equipment necessary for the digital ticketing system, including without limitation, the proposed digital devices, wireless technology, POS system, kiosks, scanners, etc. include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- How the projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- The process used to establish and maintain all data generated and collected by the 22nd DAA through the digital ticketing system. The processes used to ensure security, authorized access, confidentiality and the storage terms, system back-up, where applicable;
- Explain in detail how the digital ticketing system will work with a wireless and/or cellular network. Describe redundancies in place to ensure that the network will not fail and if it does, what back up procedures are in place so that business is not interrupted;
- Explain in detail proven reliable and customizable iOS and Android mobile operating system applications;
- Explain in detail how presales will be conducted, the fulfillment of vouchers, preloaded digital devices etc. and who or how the fulfillment will be facilitated;
- Explain in detail Proposer’s back-up plan should the digital ticketing system experience a complete failure; and
- Explain in detail how Proposer will integrate the 22nd DAA’s credit card merchant system.
- Describe your customer service representation for your digital ticketing system including outlining the experience of each key staff member in your customer service operation.

Maximum Points – 50

Strengths:

Confirm’s the system can use the 22<sup>nd</sup> DAA’s credit card processing system/merchant.

Customer service booths- all areas addressed.

System can handle heavy walk up traffic.

Addressed all areas of letter Q satisfactorily

Weaknesses:

See Sections A-Q Below:

A. Hardwiring and redundancies- Page 21 of the RFP, section 3.4 letter A requires “A secure wireless and hardwired network with redundancies to ensure continuous service at all times of midway operation.” Is not demonstrated by All State 38’s proposal. Hardwiring and redundancies are not addressed.

B. POS system- Confirms the 5 items we are looking for but provides no detail on how any of the items are accomplished.

C. Confirm’s the system can use the 22<sup>nd</sup> DAA’s credit card processing system/merchant.

D. POS system’s customization and bar code acceptance- states it can accept pricing coupon and special structures provided by the DAA. Pre-printed vouchers can be accepted as bar codes or QR codes. P. 13 has a picture of a kiosk but not a POS system. How are time-sensitive such as pay one price, shut off at a certain time?

E. It can accept previous year’s barcodes if they are able to load the barcodes into system. Addresses tracking of advance vs. onsite sales. Does not explain how.

F. Confirms kiosk specs but does not provide pictures. There is a graphic of a “proposed kiosk” on p. 10.

G. Digital ticket sales booths. Addresses the number asked for but not the age of the booths. Addresses customizability, air conditioning, and security cameras. Does not confirm whether they can accommodate 2 separate sellers and POS systems. 5 photos of interior and exterior shots asked for. Found 1 photo on p. 21- exterior shot only. Location and date of photo not included. Does not address hardwiring of ticket booth as a requirement.

H. Scanners- 1 picture of a scanner on p.10 but no specs of the scanners provided.

I. Addresses configuring the scanners or “readers” and that they cannot be altered once set up by an administrator. Does not take responsibility for configuring the scanners even though the RFP states the Proposer is responsible. Does not address the daily check in and out of scanners and how that would work.

J. Customer service booths- all areas addressed.

K. Reporting- Fun Tagg reports “are some of the most easy to use and understand reports in the business. Are there any samples of reports we can see? p. 11 of the proposal states the connectivity is “The connectivity of the FunTagg system, through WiFi or cell is really only needed for reporting. If the connection is temporarily lost, the system still works perfectly, it is only the reporting that is delayed until the system comes back on line. This discounts the importance of reporting to the DAA and other
operators. It also demonstrates that it is possible for connectivity to be lost; again a problem when there is no contingency.

L. It states the system is secure and refers to 3.5C (p.19). Page 22 letter B of the RFP states “The POS system must also meet payment application credit card merchant data security standards.” This is not demonstrated. Security protocols on p. 19 of the proposal only addresses security for the devices not for the credit card terminals or processing. What is the security protocol inside the kiosks and the POS terminals? What kind of security is in regards to the app?

M. Addressed this aspect of reporting.

N. Claims the “FunTagg app is the best the industry has to offer.” However, I could not find in the app store a Fun Tag, Fun Pass (other than RCS’s Fun Pass app) or Fun Tagg or Wade Shows app. Does not meet p. 23 letter O requirement in RFP which says “The system should include a proven, reliable and customizable application approved for mobile iOS and Android-based mobile operating systems available for download on the mobile device at no charge to the consumer.” It then goes on to explain items the app must include, none of which are verifiable without an app that is currently functioning.

O. Addressed.

Other Considerations:

1. Although an RFID system does not require connectivity, there has to be some form of connectivity (cell phone, Wifi, hardwiring) for payment structure and loading of the RFID device- no explanation provided.

2. Detail is lacking in the description of 3 events at “which you have provided a hardwired data connection for a complete digital ticketing system, along with a wireless system for redundancy. Supporting evidence such as photos and detailed descriptions of hardwired equipment is missing. The reason hardwiring is so important to us is that WiFi reliability in the carnival areas is non-existent.

3. Some of the pictures provided say “Fun Pass” which is not the system being proposed.

4. p. 11 says “the system does not have any connectivity faults.” This is not substantiated anywhere.

5. Please see p. 19 of the RFP which states “The 22nd DAA will only consider proposals for a complete 100% proven, fully-operational digital ticketing system.”

6. There is a big lack of IT support proposed. There is no copy of an agreement between Wade Shows and All State 38 leading one to believe this is the first time they have partnered. There is no history of such partnership listed anywhere. We did find out from the presentation their relationship is that Wade Shows has booked All State 38 in as a game operator in the past.

7. There is no proposed RFID device (ie wristband or card, etc) presented. When asked during the presentation who would pay for the device, the answer was ambiguous, stating that the cost would be “negotiated” even though the RFP states on p. 19 “Proposals that require the 22nd DAA to purchase software, equipment, unused devices, any aspect of the digital ticketing system or carnival game operation or pay any additional fees or costs not specifically identified in this RFP will be found non-responsive to the RFP and will not be considered by the 22nd DAA.”

8. There is no explanation of how exactly the POS system will operate, only a photo on p.13. According to Fun Tagg’s website, this is a photo of the kiosk. The POS system they propose has a photo of a touch screen looking POS. Not provided in All State’s proposal.

9. No back up plan presented if system should fail

My main concern is that statement on p. 19 of the RFP “The 22nd DAA will only consider proposals for a complete 100% proven, fully operational digital ticketing system.” The Proposer self admitted the system had not been used yet and would “hopefully” be debuted at the 2020 Florida State Fair. They also admitted the app was unpublished. The 22nd DAA is not willing to operate their midway on a system that is so new.

The responses in regards to the digital ticketing system are minimally addressed, with one or more major considerations being so limited that it results in a low degree of confidence in the Proposer’s response or proposed solution.
Questions:

No questions at this time.

Points: (50) \times \text{level of quality} \times 10\% = (5) \text{ Total Score}

OVERALL SCORE DIGITAL TICKETING SYSTEM: _____14.5_________
• a brief description of scope of work; and
• notable outcomes.

Two (2) letters of recommendation written within the past year – Evidence of validation of experience, reliability, and performance as reflected in client reference checks. Letters should be:

• dated;
• signed; and
• printed on corporate letterhead or result in deduction of points.

Maximum Points – 30

Strengths:

The number of letters asked for were provided.

Weaknesses:

Does not demonstrate they have experience providing a game operation in similar size and scope (60 games) to the San Diego County Fair. References do not indicate how many games were operated by All State 38 in their carnivals. State Fair of Texas - they only operate 9 games. Additionally Gerald Murphy's letter is about his experience with Adam in 2010. It is not a recent letter. Not strong letters of recommendation for these reasons. Minimally addresses the section, but major considerations (number of games operated) are not addressed resulting in a low degree of confidence in the Proposer’s response.

Questions:

How many games does All State 38 provide at each of their events? They list which events they play, but not how many games are managed at each. Is All State 38 the sole game provider at any of their events? This information is not provided.

Points: (30) X level of quality _______10____% = (3) Total Score

b. Staffing and Management - (20 points)

Qualifications of proposed staff, particularly key personnel and responsible management; subcontractor(s) key personnel’s level of involvement in providing the carnival game operation cited in Statement/Scope of Work. Delegation and type of work given to staff. Overall quality of personnel, staff, and or subcontractor assigned to the San Diego County Fair carnival game operations. Evidence that key personnel have sufficient experience and training to competently manage, operate and maintain the carnival game operations for the San Diego County Fair. Evidence that Proposer allocates sufficient and appropriate staff resources in an effective manner.

Include an organization chart, which clearly delineates communication/reporting relationships among the proposed staff, subcontractor(s), and their assigned tasks in relation to the 22nd DAA’s carnival game operations requirements. Identify key staff members, describe each key staff member's experience, history and how operational support is provided during all operational hours throughout the run of the Fair. Provide resumes for managers and key staff members including relevant education and certificates acquired. Include a statement that key personnel proposed will be available 24 hours per day and 7 days per week before and during the San Diego County Fair to perform the proposed operations for the duration of the contract acknowledging that no person
designated as "key" to the proposed operations shall be removed or replaced without the prior written concurrence of the 22nd DAA.

Statement or Resume(s) listing experience should include:

- education; experience; course work, training; special qualifications and applicable professional credentials of proposed staff;
- a brief description of relevant services provided to large events, fairs, amusement parks, entertainment facilities, etc.
- a brief description of relevant services provided to the 22nd DAA or other governmental agencies;
- a brief description of relevant services provided to other clients; and
- other evidence of licenses, registration, credentials, and certificates necessary to perform or enhance performance.

**Maximum Points – 20**

**Strengths:**
Experienced Operators, org chart provided, family run business

**Weaknesses:**
Question adequacy of the number of staff members provided to run an operation of this size.
The response addresses the section adequately but minor considerations are not addressed such as quantity of team members. Good degree of confidence in the Proposer’s response.

**Questions:**
How big is their game operation at each of the event’s they play? Do they own and manage close to 60 games at each? This is unknown.

Points: \( \text{level of quality} \times 80 \% = 16 \) Total Score

**c. Technical Presentation, Approach, and Work Plan/Narrative - (50 points)**

Proposer’s depth and understanding of the 22nd DAA’s requirements as set forth in the Statement/Scope of Work, and within this RFP. Narrative presentation for the project; project management; completeness of the carnival game operations, configuration and equipment or resources proposed; overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of labor distribution among the activities; ability to meet services proposed; reasonableness of the services and equipment proposed; methods or processes used for data retention, security and confidentiality; evidence of insurability. The narrative should indicate that the Proposer understands the problems and needs of the 22nd DAA.

Narrative should describe and or discuss:

- Items A – M in Section 3.7 Game Operations Required Documents
- How the proposed game operations meets all of the requirements described in the scope of work;
- Name and list details of all of the game equipment, tenting etc. used in carnival game operation and include photos and sample when possible;
- Proposed reliability and quality of equipment and personnel to accomplish the intended result within budgetary constraints;
- Proposed organization of work & method is sound and reasonable;
- Projected timeline meets or exceeds expectations;
- Identify key personnel proposed to perform each category of services selected from the Scope of Work and include areas of subcontracted services;
- Describe your customer service representation for your carnival game operations including outlining the experience of each key staff member in your customer service operation.

**Maximum Points – 50**

**Strengths:**

A. P.43 “All of the games will be owned and operated by All State 38, Inc.” Does not state that the required percentage of games are owned and have been operated by the Proposer for a minimum of 3 years.

B. Has been provided.

C. Does not address how the non agent approach has been achieved at past events. States it will be applied at the Fair. During the presentation it was stated that they operate all their games in San Diego this way. We then asked which groups they work with to supply their labor and they claim that information was “proprietary.”

D. Info on when and where photos were taken not provided. There is a smattering of photos throughout the proposal that could qualify but without info on the photos it is hard to tell.

E. Past game signage quantities have been met, but again do not include date and location of each.

F. A general description of stock operation provided. No evidence of Page 24, section 3.6 Letter C- no evidence of a proven electronic “Inventory and Reporting System” for tracking

G. Company’s hiring practices, staffing plan and appearance of game attendants not explained in full detail. Describe a scenario where they will use non-profit organizations to staff the games. Do not provide any history of this practice other than to say “they have operated with this approach at the San Diego County Fair for several years and we believe our operation speaks for itself.” No details on the number of staff needed, appearance standards, etc. No proof is supplied that their staff is paid hourly.

H. Addressed this section however if they are relying on local non profits, how much housing do they need?

I. This is addressed

J. Aerial photos provided, no indication which games they operated at each event.

K. Addressed.

L. Addressed but not confident they were the primary carnival game at these events. Only list New York State Fair and Oklahoma State Fair as examples. Talk about the app but I still cannot find it. Results listed are vague only say “This promotion has been very successful at the events where we have participated.”

M. All State has stated that they own all the games proposed.

This section has one or more major considerations that are not addressed. Namely, the experience of a game operation similar in size and scope to the San Diego County Fair’s is in question. This is resulting in a low degree of confidence in the Proposer’s response

**Weaknesses:**

Their responses are somewhat vague. There is not information on an electronic inventory system as requested. Examples provided are handwritten stock reports from the 2019 San Diego County Fair. A stronger response would have been examples of stock reports from other fairs.

**Questions:**

No questions for this section.
Points: (50) \times \text{level of quality} \_30\_% = (15) \text{ Total Score}

\text{OVERALL SCORE CARNIVAL GAME OPERATIONS: } 34

\text{TECHNICAL PROPOSAL OVERALL SCORE: } 48.5

\text{Evaluation Panelist: } \text{Katie Mueller}

\text{Signature: } \text{Katie Mueller}

\text{Date: } 12/16/19
### All State 38, Inc.

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The Highest Percentage of Gross Revenue Receives The Maximum Point Value 100 Points

### Ray Cammack Shows, Inc.

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Point Value Calculation \((26\% + 28\%) \times 100 = 92.86\) Points

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December 27, 2019

Benjamin H. Pickett, Vice President
Ray Cammack Shows, Inc.
4950 West Southern Ave.
Laveen, AZ. 85339

Subject: Notice of Proposed Award, 22nd District Agricultural Association (22nd DAA)
Request for Proposal (RFP) No. 19-04, Digital Ticketing System and Carnival Game Operations for the San Diego County Fair Midway

Dear Mr. Pickett:

Thank you for your proposal in response to the above mentioned RFP to provide Carnival Game Operations, along with a Digital Ticketing System, for the San Diego County Fair Midway.

Pursuant to the RFP, this is your formal notification that the 22nd DAA intends to enter into a contract with your company, Ray Cammack Shows, Inc., who is the highest scoring Proposer. Please find attached the Evaluation Summary, Proposal Scoring Summary and the Financial Summary of RFP No.19-04. We expect to recommend the contract for award at our Board of Directors meeting in February of 2020.

On behalf of the 22nd DAA, I would like to thank you for your participation and congratulate you on your successful proposal. Our staff looks forward to working with your team. If you have any questions pertaining to the above please contact me at your earliest convenience.

Respectfully,

[Signature]

Mike Ceragioli
Contracts Manager
22nd District Agricultural Association
Phone: 858-792-4263
Fax: 858-764-1043
Email: mceragioli@sdfair.com

cc: Evaluation Panel
RFP File

Enclosures: Evaluation Summary, Proposal Scoring Summary and Financial Summary
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Digital Ticketing System

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<tr>
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Grand Total 99.5 90 75.5 91.9
Average Technical Score 89.23

Carnival Game Operations

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Grand Total 99 90 74 87.5
Average Technical Score 87.63

Grand Total Technical Score 198.5 180 149.5 179.4

Combined Average Technical Score 176.85

Financial Score 92.86

Overall Score 269.71

Katie Muller, Panelist #1
Carlene Moore, Panelist #2
Fred Schenk, Paneeist #3
Rita Walz, Panelist #4
All State 38, Inc.

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**Digital Ticketing System**

| Proposers Relative Experience and Qualifications (30 Points) | 7.5          | 9           | 21.9        | 9           |
| Staffing and Management (20 Points)                        | 2           | 6           | 14          | 6           |
| Technical Presentation, Approach, Work Plan/Narrative (50 Points) | 5           | 15          | 40          | 15          |

| Total                                                      | 14.5        | 30          | 75.9        | 30          |

Average Technical Score 37.60

**Carnival Game Operations**

| Proposers Relative Experience and Qualifications (30 Points) | 3            | 21          | 24          | 24          |
| Staffing and Management (20 Points)                         | 16          | 18          | 12          | 14          |
| Technical Presentation, Approach, Work Plan/Narrative (50 Points) | 15          | 40          | 35          | 36          |

| Total                                                      | 34          | 79          | 71          | 74          |

Average Technical Score 64.50

**Grand Total Technical Score** 48.5 109 146.9 104

**Combined Average Technical Score** 102.10

**Financial Score** 100

**Overall Score** 202.10

Katie Muller, Panelist #1
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### All State 38, Inc.

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The Highest Percentage of Gross Revenue Receives The Maximum Point Value 100 Points

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Point Value Calculation (26% + 28%) X 100 = 92.86 Points
December 27, 2019

Adam West, President
All State 38, Inc.
512 West MLK Blvd., Suite 313
Austin, TX. 78701

Subject: Notice of Proposed Award, 22nd District Agricultural Association (22nd DAA)
Request for Proposal (RFP) No. 19-04, Digital Ticketing System and Carnival Game
Operations for the San Diego County Fair Midway

Dear Mr. West:

Thank you for your proposal in response to the above mentioned RFP to provide Carnival Game
Operations, along with a Digital Ticketing System, for the San Diego County Fair Midway.

Pursuant to the RFP, this is your formal notification that the 22nd DAA intends to enter into a contract with
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Summary, Proposal Scoring Summary and the Financial Summary of RFP No.19-04. We expect to
recommend the contract for award at our Board of Directors meeting in February of 2020.

If you believe this decision is improper, you may file a protest as detailed in Section 4.6 of the RFP.
Protests must be received by the California Department of General Services and the 22nd DAA's Contract
Office no later than 5:00 p.m., January 6, 2020, the fifth working day after the Notice of Proposed Award.

On behalf of the 22nd DAA, I would like to thank you for your participation. If you have any questions
pertaining to this decision, please contact me at your earliest convenience.

Respectfully,

Mike Ceragioli
Contracts Manager
22nd District Agricultural Association
Phone: 858-792-4263
Fax: 858-764-1043
Email: mceragioli@sdfair.com

cc: Evaluation Panel
RFP File

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**Grand Total Technical Score**

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Point Value Calculation (26% + 28%) X 100 = 92.86 Points
Dear Mr. Ceragioli and Ms. Galvan:

Thank you for the opportunity to respond to All State 38, Inc.’s “Protest to Request for Proposal 19-04” (“Protestor.”) The purpose of this letter is to set the record straight in the areas where RCS has knowledge and can contribute.

Ray Cammack Shows, Inc. is a generational organization starting with my father and mother, and with myself presently as the Chief Operations Officer. We have been in business since 1961. We entertain more customers than any other single unit carnival operator in the country. That is approximately 7.5 million guests annually. RCS has been a recipient of the OABA (Outdoor Amusement Business Organization) Circle of Excellence certification since its inception in 2004. We believe and have been told that RCS has more training and safety certifications among its supervisors than any other carnival in the United States. We help to set the standards in the carnival business for many to follow. RCS’s management team is experienced and professional. Our executive team participates in many of the industry trade organizations and sit on multiple boards to help set standards and regulations in our industry. Our game operation was modeled in a collaborative effort with Mr. Ron Burback’s Funtastic carnival operation, in Oregon and Washington. Mr. Burback was one of the first if not the first to introduce and implement the “Soft-sell” approach in midway games operations, instead of the high-pressure agent philosophy who is paid on a percentage of his “sales”.

Michael Ceragioli  
22nd DAA Contracts Manager  
22nd District Agricultural Association  
Administration Building  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014-2216  

Patricia Galvan  
Statewide Bid Protest Coordinator  
Department of General Services  
Office of Legal Services  
707 Third Street, Suite 7-330, MS-102  
West Sacramento, CA 95605  

Re: Ray Cammack Show’s Inc.’s (RCS) Response to  
All State 38, Inc.’s Protest to Request for Proposal 19-04  

RCS takes exception to the statements outlined by lawyer John S. Moot of Schwartz Semerdjian and in the submitted Declarations. There are many misstatements and deliberate mischaracterizations, such as “RCS supplied its digital ticketing system in exchange for 100 percent of the revenue from game operations.” In 2019, RCS paid the rent required by the 22nd DAA to all of its game operators. There are suggestions that in 2019, the revenues to the 22nd DAA for the games was less than in the past. That is not the case. RCS guaranteed the 22nd DAA a specific sum of money, against a percentage. There was no risk when the 22nd DAA contracted with RCS in 2019. (See Exhibit 1.)

There are many other statements in this protest that RCS did not meet required qualifications. There are some clerical errors, which we regret. None were intentional. Our efforts were in good faith and with the intention to offer to the 22nd DAA, and the patrons of the San Diego County Fair, the highest standard of game and electronic ticketing available – a system tried and true year after year – at some of the largest premier events in the country.

If there are further questions, third party recommendations or documentation is required, or the opportunity to respond to any rebuttal, please let us know. The sections below refer to the designated sections of the “Protestor’s” letter from attorney John S. Moot, dated January 13, 2020.

II. “The RCS proposal should have been rejected as nonresponsive and not scored for the failure of RCS to meet the minimum qualifications of the RFP, including providing a Certificate of Insurance for All Risk Insurance.” (Page 2)

The statements above, in regards to, RCS not meeting the minimum insurance requirements are false. Ray Cammack Shows understands the insurance requirements, and attached, you will find a letter from RCS insurance agent, Mitchell Kaliff, regarding the insurance coverage of RCS. (See Exhibit 2.) This letter verifies that at the time of the RFP, RCS had and continues to have qualified insurance.

II. (A) The Requirements for All Risk Insurance (Page 3)

Besides the evidence of insurance provided, RCS is also verified as a pre-qualified insured vendor on the CFSA Master Insurance list. (See Exhibit 3) Section 2.12 of the RFP states: “The certificate must include the following, "unless the Proposer is on the California Fair Services Authority Master Insurance List.” Ray Cammack Shows, Inc. is on that list. Therefore, the requirements for the Certificate of Insurance are satisfied by that stipulation alone. (See RFP 2.12 p.9.)

Ray Cammack Shows is listed in the Master List of CFSA for insurance, it and its subcontractors are covered under its $41+ million-dollar risk policy that covers the entire midway, including any and all assets that are located on the midway. In contrast, Protestor All State 38’s RFP proposal, did not provide insurance as required of the proposer. Rather, only the sub-contractor listed in the proposal, Wade Shows, which carried a total risk insurance at a “value” listed only at $174,400. (See Protestor RFP p.66).
II. (B) Other Failures To Meet Minimum Qualifications  (Page 4)

All licenses to conduct business in the state of California

The 22nd DAA on page 25 of the RFP section 3.7M requires “The proposer list all subcontractors, carnival games that are owned, and will be operated by each subcontractor…including evidence of insurance for each subcontractor and a narrative detailing each subcontractors’ experience, qualifications, licenses and certification.” As the 22nd DAA is aware, and which is confirmed within the RCS proposal, these subcontractors, who contract directly with RCS and not the fairs are covered under the license and registration of Ray Cammack Shows, all of which has been maintained since 1985 and confirmed in multiple locations in the proposal. The protestor himself did not register with the State of California to do business in the State of California until 4 days before the proposals were due. One could assume he operated all the previous years, including 2019, without this. RCS subcontractors are under the RCS umbrella. Ray Cammack Shows in the 2020 proposal would financially be responsible for recording 100% of the revenue distributed by the 22nd DAA on their financials and distributing to the subcontractors according to their financial agreement with Ray Cammack Shows directly as we do with all of our contracts.

Contractor Status Forms

Benjamin Pickett is an authorized agent of Ray Cammack Shows, Inc. Please see attached (Exhibit 4) which are corporate minutes demonstrating that he has been acting in this capacity for many years. In addition, the 22nd DAA has previously acknowledged Benjamin Pickett as the authorized agent with the approved signed applications and contracts between the two parties. His authority had already been established. Benjamin Pickett was an authorized agent for Ray Cammack Shows, Inc. 2010-2015 and again 2018-Present.

Conflicts of Interest

The protestor raises the issue of conflict of interest notated. In fact, there was no conflict of interest. This box was checked by mistake and was clarified by Mike Ceragioli to Shelley Liggitt from RCS on December 6, 2019. It was verified as a typographical error. (See Exhibit 5.)

Subcontractor Relationships

The protestor’s challenge related to the relationship between Ray Cammack Shows, Inc. and GDR, Inc. - from 2018 and 2019- is not well taken. GDR, Inc. is not listed as a subcontractor in the proposal because they are not a subcontractor for this proposal for the 2020-2024 San Diego County Fairs. GDR, Inc is an entity that is a 100% owned subsidiary of Guy and Charlene Leavitt and their wholly owned entities. GDR does not have any ownership in any of the carnival games listed in this proposal. The statement that GDR owns and operates games is false. All subcontractors related to the contract period of this RFP are listed on page 64 of the Ray Cammack Shows, Inc Proposal, as required. (See Exhibit 6.)
Letters of Reference

There are 4 letters submitted in RCS’s proposal. There should have been 5 letters. The only explanation is there was an error in the printing process. There was a letter from the Houston Livestock Show and Rodeo dated, October 21, 2019 from Mike DeMarco the Chief Show Operations Officer. There was also a letter from Miguel Santana from the Los Angeles County Fair. We had asked the printer to remove Mr. Santana’s letter because the typist incorrectly put 2010 as the year on the letter. The printing company mistakenly took both Mr. Santana’s letter and Mr. DeMarco’s letter out of the packet. A copy of the letters are attached as Exhibit 7. Both of these fairs exceed the minimum attendance required to use as a reference letter.

Drug Testing and Background Checks

The protestor wrongly charges RCS with non-compliance with the RFP item 3.2E in regards to Drug Testing. It is clearly stated on page 28 on the RCS Proposal under “Substance Abuse Policy” that “every single employee” is drug tested and that RCS “ensures a double verification of all employees at the San Diego County Fair”. RCS also agreed on page 28 of their proposal, “to process 100% of their employees through the drug testing procedures set forth by the 22nd DAA.” RCS performs pre-employment drug testing on employees applying for 16 and older and has since 1991.

The policy of RCS is to do Background checks for those 18 and older. A 16-year-old is a minor, under the age of legal consent in California, meaning he or she lacks the capacity to consent and therefore cannot give legal consent to submit to a background check. Parental consent is needed, and juvenile records are almost always inaccessible, so RCS chooses not to do background checks for those under 18, which could yield unreliable results. On Page 29, RCS states that it performs background checks on every employee 18 and older. RCS background checks are the most extensive in the amusement carnival industry. It is a two-step process, and RCS knows of no other amusement company that has a policy this strict.

Policies and Procedures for Hiring and Training

The protestor misleads that the hiring and training written policies and procedures are minimally addressed. In fact, on page 89 in the RCS proposal, the hiring process depicted of the HR area, unique to RCS. On page 74 of the RCS proposal, volunteer game attendant training program is described. Page 26 is a sample game operation guide, which includes the training guide for employees. Each game has a custom training and operational guide reviewed at length in the RCS on-site training and orientation programs. Each game has a custom operational guide. Only a sample was provided in this proposal. RCS’s training, hiring and employment policies are throughout the proposal, all consistent with our game philosophy, all crucial for the successful operation of a soft sale game approach desired by the 22nd DAA.
Emergency Action Plans and Crisis Communication Plans

Contrary to the statements of the protestor that there is no emergency action plan, Page 27 in RCS’s proposal sets forth an entire detailed Crisis Communication schematic, with titles and responsibilities. RCS has extensive documentation with regard to Crisis and Emergency protocols, which for security purposes and to maintain the integrity of responding in the case of an emergency, were not included in this publicly available proposal. RCS is more than willing to provide the 22nd DAA access to these sensitive documents, including Active Shooter Training and Response, Crisis Communication Plans, Inclement Weather Plans, Evacuation Protocols, etc. Also, on page 64 are additional RCS employment and safety policies. (See Exhibit 8)

II. (C) All State Should Have Been Scored the Highest in The RFP Process (Page 5)

With the respect to the protestor’s criticism of the grading policy, RCS is grateful for the opportunity to submit a proposal and is attempting to respond to the challenges by the protestor. The 22nd DAA scoring card, which fails Protestor Allstate 38, Inc. for minimum qualifications is accurate.

For example, the three reference letters offered by the Protestor at page 4 of his proposal are simulated. All contain the same text, as though formatted. Further, they do not reflect the Protestors company Allstate 38, Inc. Instead, these are all addressed to the relationship with the sub-contractor Wade Shows. Shockingly, the electronic ticketing system in all three reference letters are NOT referencing the electronic ticketing system proposed by the Protestor called “FunTagg”. Instead, they reference the “FunCard” system (which was used by Wade Shows for several years.) Taken on their face, they not only contradict Protestor’s own criticism of RCS’s “FunPass” system but praise it?! ALL three letters praise this system, which is in fact the basic model of the ticketing system “FunCard” offered by Ray Cammack Shows! (See Exhibit 9)

Besides there being no letters supporting the “FunTagg” system, we believe that the “FunTagg” system has never been used at any considerable sized event on a US carnival midway, or possibly not even a proven product at all. If it was, we cannot find that information in the Protestor’s own RFP proposal.

Additionally, on page 27 of the Protestors proposal, the reference letter from the State Fair of Texas states that Adam’s operation has successfully operated the Electronic ticketing system for use in games at the State Fair of Texas. Again, another reference letter stating the success of the FunCard system! The State Fair of Texas has used the FunCard system for their game operators for many years. This is another reference letter that is purposely misleading, hoping the reader will assume the un-named ticketing system is that of the Protestor’s. To be clear. The FunCard system is the basic system, FunPass is the FunCard system with the enhanced features that RCS has added over the years. Z-Pass is the FunPass system that can be customized and is now available to our industry as marketed by Chris McNabb. FunCard is still available as the basic system through the Zpass program if so desired.
Finally, on page 17 of the Protestors proposal, Allstate 38, Inc. states “we have provided a complete wireless system along with backup for many large events for the past 7 years.” But where is the evidence? There is no evidence of this anywhere in this proposal, nor do we have knowledge of any such event.

CIRCLE OF EXCELLENCE

Allstate 38, Inc. notes in their proposal that the 22\textsuperscript{nd} DAA prefers participation in the OABA’s (Outdoor Amusement Business Association) Circle of Excellence program by the RFP responders. They continue with at the time it was introduced in 2004, (referring to the COE) they were in a position where their operation and reputation spoke for itself. “We were already playing many of the largest fairs in the US and they knew our operating ability intimately which we believe is the best measure of performance” The paragraph continues to describe that there are few game operators that are members of the COE program. (See Exhibit 10)

Enclosed are pages from the Fairs and Exposition magazine that annually promote the COE program, by publishing in their magazine the OABA program, and also by promoting it verbally at trade organization conventions by the leaders of the Fairs and Expositions staff.

In Mr. West’s resume on page 29 he states that he started his business in 2005. Clearly his statement above that states that in 2004 they were in a position where their operation and reputation spoke for itself, was not accurate. In fact, several of the large fairs he refers to he did not contract with until years later.

In the reference letter from the Texas State fair the author states that Adam West has been a games operator for the State Fair of Texas since 2008. Butler Amusements refer to a relationship starting in 2011. Mr. Murphy refers to hiring Mr. West in 2010. The route was not established when the COE introduced its program.

Mr. Ellis, a part of Allstate 38, Inc. management team on page 42 lists that he was a member of the COE for two years. It is under the heading of ACCOMPLISHMENTS.

The Circle of Excellence program helps to enhance the carnival midway by enforcing standards. These standards are continually changing to the times and to continuously improve the carnival industry. Many in our industry call it a privilege to be named as a participant in this program. Certificates must be renewed to stay active.

II. (D) Misleading And/Or False Information Submitted, Or Material Information Withheld Are Grounds to Reject RCS’ Proposal in Its Entirely, Or Deduct Points From RCS’ Proposal in Its Entirety, Or Deduct Points From RCS’ Score (Page 6)
Alleged Fun Pass System Failure

I have been concerned about the Declarations that were provided to support this protest. I want you to know that although this letter is not in the form of a “Declaration,” it might as well be because it is true. It is based upon my personal knowledge of what I have seen and what our company has done. It is based upon the efforts in our family to be the best carnival in the country, after decades of commitment.

I have been forced to read self-serving misinterpretations, inaccurate and false statements by individuals who do not have credibility nor have made a commitment to find the truth. I believe the purpose of this protest was to have the RCS Proposal thrown out so that the San Diego County Fair can go back to doing things in the past without the security and accountability, which our FunPass system provides.

The statements that were supplied by Drew Budimir and Alexander Martos referencing FunPass shutdowns are false in many ways. First, they did not work for RCS. They were employees of the Windstorm Ride owned by Sub Contractor Steve Vandervorst of SJ Enterprises. Sub contractors have limited access to the inner workings of the FunPass system. We meet with the owners and managers regularly during an event, and they were never presented to us as managers. Their knowledge of the system would be of scanner use and not of the entire system. One testified to an event ten years ago and the other said more than six years ago. This supposed testimony is not credible. The complete failure of our system never happened. The system has been in use since 2006. 2019 was its 14th season! We enhance the system annually to introduce new features. Present day FunPass is same core system only enhanced. Evidence of the systems credibility was exhibited not only at the San Diego County Fair in 2019 but at every event FunPass was utilized since 2006.

Please see documents from Chris McNabb, Zpass President and designer of the FunPass system technology, and Nancy Bishop, one of the co-owners of Bishops Amusements, a respected amusement ride company that has booked with RCS since 1980. (See Exhibit 11)

Alleged State Contracting Manual Errors, Classifications and “Declarations”

Not only are the statements by former Windstorm ride operators inaccurate, but I am concerned about the Declarations of Attorney Moot, filled with self-serving opinions for which he is being paid. And Mr. West’s characterizations of our operation in San Diego are pure speculation. I have been around the lawyers long enough to know that you cannot produce credible truth just by calling your document a “Declaration” and typing the words “under penalty of perjury,” especially when it is filled with opinions of which you really do not have knowledge, or you are relying upon speculation about events if you were not present.

Our FunPass system has performed with great credibility, but Mr. West is apparently of the belief by trying to tear someone else down, he can build himself up. I know our FunPass system works. I can testify to that. And I call also testify that it is the same system which we have used at some of the largest fairs in the country. Don’t you think that someone else would have heard of a total shut down of our FunPass system at these large public fairs, if that had occurred?
Moya v Trinity (RCS) “Judgement”

Attorney John Moot, states “RCS” submitted false information or withheld material information in their RFP, referring to the “Jose Moya v. Ray Cammack Shows, Guy Leavitt, Trinity Concessions, LLC Joy Leavitt Pickett, and Ben Pickett case (emphasis by emboldening added.) What he fails to tell you is that it dealt with a person who was NOT EVEN AN EMPLOYEE OF RCS, BUT RATHER AN EMPLOYEE OF TRINITY CONCESSIONS, LLC; and it was settled by Trinity in June of 2017 – almost three years ago. RCS was named (as they almost always are) but this was a Trinity Concessions LLC matter. Though it was never acknowledged that there were any problems with Trinity’s computerized payroll system, the costs of litigation made settlement during mediation a better outcome. (See attached as Exhibit 12 which are “Employment Agreements” of Mr. Moya with Trinity and not RCS.)

AND THERE WAS NO “JUDGEMENT” AGAINST RCS OR TRINITY. I spoke with Trinity’s attorney Boyd Jensen and he explained that “a genuine judgment must be served and these types of ‘judgments’ are not served, but rather required by California Court Rule 3.769.” Once the court approves a “settlement agreement” like this the court must make a “judgment that the case settled.” Please note that in the Protestor’s own Exhibit 9 at page 5 this judgment was never served exactly as Trinity’s lawyer explained.

IV. The RFP Has Been Prepared Contrary to The Provisions of The Public Contract Code Which Prohibits an Agency from Drafting A Competitive Procurement Document in A Manner That Limits Bidding Directly or Indirectly to Any One Bidder. (Page 11)

IV A. The History Leading Up to RFP 19-04. (Page 12)

We read the words “secret meetings” mentioned by the protester. In the email regarding the extension granted to RCS to respond Mr. Moot gave an example of the “secret meetings” as a meeting that was observed at the Western Fairs Association convention in Reno, Nevada. I would have a hard time calling a meeting that was in a public place where fair and carnival attendees were gathered “secret”.

Ray Cammack Shows, Inc. has been doing business at the San Diego County Fair since 1985. We have provided midway amenities, rides, game and food cafes for the fair. We do meet with staff and management of all of our events on a regular basis. This is how a business is run. Contractors meet with clients and discuss relevant topics. We believe the term “secret” is used to dramatize the point they are attempting to make.

IV. (B) The 2019 RFP was drafted in a manner that limits bidding directly or in-directly to one bidder, RCS. (Page 13)

Another point that is brought up several times by the Protestor was that the electronic ticketing system
portion of the RFP was written solely for the RCS system to qualify. Yet…. they addressed all A-Q items on page 13 of the proposal that are required, as being able to comply with the RFP with “FunTagg”. If as stated multiple times in the protest that the RFP was written for only the RCS system to qualify, why did they qualify themselves on page 13 of the Protestors proposal?

Another false statement written about Ray Cammack Shows is on page 15 of the protest. “The fact that RCS was going to be put in charge of the accounting for all the money collected, and also be the party receiving distributions of revenue from both the game and ride operations and the obvious conflict of interest this created when unaddressed in the RFP.” Ray Cammack Shows was NOT responsible for the accounting of the ticket sales at the 2019 San Diego County Fair! It was done solely in house by the 22nd DAA. Nor is RCS responsible for the hiring of ticket sellers, anyone in the accounting department, or Fair daily operations. 22nd DAA solely sold tickets, managed cash and reconciled credit card sales with their merchant provider. RCS did not, nor do they wish to have control of the accounting of the midway sales for San Diego County Fair for the years stated in this RFP.

V. PCC 100: Protection From Fraud, Waste And Abuse. (Page 16)

Ray Cammack Shows, Inc. is a Christian based company and our daughter runs a private Christian school called Cammack Christian Academy, that travels with us. Our faith was and never will be mentioned as a reason to award our company a contract. We are proud of the opportunity we have provided to the families to educate their children in the academy. It is part of who we are. We have never asked for favoritism on any level at any event, nor do we believe it was ever offered.

Mr. Moot in his email responding to our request for an extension to respond to the protest insinuates that I was not truthful in stating that we only had one day to respond. We did not receive the information needed to respond because of an incorrect email address. I am a truthful person and I have a reputation of being credible. I resent that implication. (See Exhibit 13)

Conclusion:

We appreciate the opportunity to respond to this protest. We have always been proud of our carnival operation that bears my father’s name. We have been successful in our business endeavors for 58 years. We are family owned and family operated.

Reviewing the protestor’s letter was hurtful. I have resisted the temptation to respond in kind. We are not perfect, but for three generations that I have witnessed and been part of, no carnival team has worked harder to not only improve our company but to help to instill faith in our industry. We work at only 9 events, specializing in the larger prestigious events in California, Texas and Arizona and have maintained contracts at these events for several decades.
One does not get the opportunity to work at these premier events without a priority of integrity and transparency. We are being observed by more people than any other single portable amusement operator in the country. The Houston Livestock and Rodeo which entertains over 2.4 million people just renewed our long-term contract. Los Angeles County Fair did the same. Pima County Fair followed suit. All of the contracts mention the FunPass system and the continuous use of the system. We have to maintain high standards for ourselves and our subcontractors. Our training, testing and game operations must be second to none; OR YOU WOULD KNOW…and we would never have had the opportunity to work at the San Diego County Fair or any of the other prestigious events we are honored to work with.

We respectfully request that the All State 38 Inc.’s Protest be denied and the contract with RCS be honored.

Sincerely,

Charlene K. Leavitt
Chief Operations Officer
Ray Cammack Shows, Inc.
EXHIBIT 1
AGREEMENT

DATE: 12/27/2018
FAIRTIME X INTERIM □

This Agreement by and between the 22ND DISTRICT AGRICULTURAL ASSOCIATION, hereinafter called the Association or District, and Ray Cammack Shows, Inc., hereinafter called the Renter,

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on May 31, 2019 and ending on July 4, 2019.

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement:

80% of all game footage (Fun Zone and Kid Zone combined)

3. The purpose of occupancy shall be limited to:

Operation of state approved games of skill with guarantee of 25% stock throw contingent upon renter to provide Association with fully functioning ticketless/cashless ride and game operation through the FunPass software solution

and shall be for no other purpose or purposes whatsoever.

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

24.5% of game gross or $600,000, whichever is greater – 5% ($30,000) of which is due March 15, 2019. District share will be determined weekly @24.5% of game gross or $114,000, whichever is greater.

5. Renter agrees to pay fees required by Association for: USE PRIVILEGE and to guarantee the payment of:

(a) Any money which may be payable to Association under this agreement;
(b) Any damage to Fair property; and utility charges, if any;
(c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury to or any loss of property or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself from any loss, damage or cause of action, claims or suits for damages, including but not limited to, loss of property, goods, wares or merchandise caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.

8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.

9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereof.

11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.

Exhibit A1 (Terms and Conditions) and Exhibits A, B, C, E, F and G are incorporated into this agreement and shall be binding. This agreement is non-transferable and is not automatically renewed year to year.

14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed in triplicate, by and on behalf of the parties hereto, the day and year first above written.

22ND DISTRICT AGRICULTURAL ASSOCIATION
2260 JIMMY DURANTE BLVD.
DEL MAR, CA 92014

Renter

Ray Cammack Shows

Address

BY

TITLE

22ND DAA

Vice President

Page 1574
EXHIBIT 2
January 29, 2020

22nd DDA/Del Mar Fairgrounds
& California Fair Services Authority
2260 Jimmy Durante Blvd.
Del Mar, CA 92014

c/o Ray Cammack Shows

RE: SDCF RFP 19-04

Dear Sir or Madam,

Kaliff Insurance, as servicing agent for Ray Cammack Shows issued a Certificate of Insurance on October 17, 2019, as requested by the RFP stating Ray Cammack Shows CURRENT insurance coverages.

It is important to note that the General Liability insurance was renewed effective December 20, 2019. Further, Ray Cammack Shows has never allowed the insurance to lapse or expire and has been in existence in California since 1985.

The RFP stated (Page 14 last paragraph) that All Risks insurance as described in that paragraph must be in force “during the term of the agreement.”

The Certificate that was issued as stated reflects current coverages, not anticipated coverage. Be assured that Ray Cammack Shows is fully qualified, and capable of securing the coverage required specifically by the RFP for the term. When the dates of the Contract are determined, the coverage will be in place.

Ray Cammack Shows has $41,362,670 All Risks coverage that clearly covers the midway in its entirety.

In preparing insurance information required by the RFP, Kaliff Insurance and Ray Cammack Shows diligently answered the requirements specified literally by detail. We are hopeful that this clarification on coverage responds accurately to the information requested in the RFP.

We are glad to answer any questions or comments.

Sincerely,

[Signature]

Mitchell H. Kaliff
President

2009 NW Military Hwy, San Antonio, Texas 78213, USA
Office 210.829.7634 • Fax 210.829.7636 • Website kaliff.com
EXHIBIT 3
CFSA’s Master Insurance Certificate List

The most recent Master Insurance List: October 2019

The Master Insurance List, managed by CFSA, provides a current list of fair contractors and vendors with approved master insurance certificates on file with CFSA.

Are you doing business on a California fairground?

Are you a California fair/fairground?

The Master Insurance List is updated monthly, February through October, and provided to all California fairs via email and on this web page, above.

If you’re a contractor or vendor who plans on doing business with more than one California fair this year, CFSA’s Master Insurance List is for you. Inclusion on the list is free — all you need to do is to send a current Master Insurance Certificate to CFSA, Attn: Mario Castagnola, 1776 Tribute Road, Suite 100, Sacramento, CA 95815. You can also contact him at (916) 263-6145 or email him at mcastagnola@cfsa.org.

After we’ve reviewed the certificate to ensure that it meets all language and liability requirements, your company and/or name will be added to the Master Insurance List. This establishes your proof of liability insurance for every new fair contract you enter into within a one year period.

Best of all, you’ll no longer have to submit duplicate proof of insurance certificates for each new contract, and every fair you do business with is assured that your certificate is approved by CFSA!

If you are a fair, we encourage you to tell contractors and vendors about this list and to recommend that they send a Master Insurance Certificate to CFSA. (All Master Certificates [including hazardous] are kept on file at CFSA.) Once they are on the list, fairs simply need to check this list to confirm that a contractor/vendor is adequately insured. How easy is that! For your convenience, a link to the most current Master Insurance List is at the top of this page.

Note: Carnival operators are included as the last section of the Master Insurance List. A few of the carnival operators listed are “approved for interim events only.” This means they only have $2,000,000 in general liability limits. All other carnival operators have $5,000,000 per occurrence general liability limits as required per CFSA’s insurance requirements.
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</tr>
<tr>
<td>4</td>
<td>Ray Cammack Shows (5M)</td>
<td>12/20/19</td>
<td>12/20/19</td>
<td>10M</td>
<td>8/1/20</td>
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<td>6</td>
<td>Dakota Rides/Outside Amusements (5M)</td>
<td>12/20/19</td>
<td>12/20/19</td>
<td>6M</td>
<td>8/1/20</td>
<td>7/1/20</td>
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<td>Midway Entertainment (10M)</td>
<td>12/20/19</td>
<td>12/20/19</td>
<td>10M</td>
<td>8/1/20</td>
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<td>Paul Maurer (10M)</td>
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<td>2/5/20</td>
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<td>3/14/20</td>
<td>3/14/20</td>
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<td>33</td>
<td>Wold/Amusements/American Traveling Shows</td>
<td>5/1/20</td>
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<td>American Traveling Shows/Rick Larsen</td>
<td>5/1/20</td>
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<td>Capitol City Amusements/California Carnival Co.</td>
<td>11/27/19</td>
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<td>5M</td>
<td>7/1/20</td>
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</tbody>
</table>
MINUTES OF THE
ANNUAL MEETING OF THE BOARD OF DIRECTORS OF
RAY CAMMACK SHOWS, INC.

The annual meeting of the Board of Directors of Ray Cammack Shows, Inc., an Arizona corporation (the “Corporation”), was held at the office of the Corporation in Laveen, Arizona on October 9, 2018, at 3:30 p.m.

There were present:

GUY W. LEAVITT

being the sole Director of the corporation, and

GUY W. LEAVITT  PRESIDENT/CEO
CHARLENE K. LEAVITT  CHIEF OPERATING OFFICER
JOY PICKETT, and  TREASURER/CHIEF FINANCIAL OFFICER
DELIA K. RITTER  SECRETARY

being current Officers of the Corporation. Also present was Benjamin Pickett.

The President first noted that a quorum was present and read the minutes from the 2017 meeting and it was determined that no old business need be addressed.

The President stated that the first item on the agenda is to ratify the actions of the Officers of the Corporation. After due consideration, and upon motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that the actions of the officers of the Corporation for the previous year be, and they hereby are, approved and ratified.

The President stated that the next item of business was to elect the Officers for the coming year. It was noted that Clifford Kunkle had retired and would no longer serve as a Vice-president. It was recommended that Benjamin Pickett be appointed as a Vice-president over sales and business development. Nominations being duly made and elections being duly held, the following resolution was unanimously adopted:

RESOLVED, that the officers of the Corporation for the coming year shall be:

Guy W. Leavitt  PRESIDENT/CEO
Charlene K. Leavitt  CHIEF OPERATING OFFICER
Benjamin Pickett  VICE-PRESIDENT
RESOLVED, that the officers of the Corporation are authorized and directed to take all actions they deem advisable to carry out the resolutions of this meeting and to manage the day to day affairs of the Corporation.

The President stated that the next item of business was to discuss and consider purchases by the Corporation and its subsidiaries.

RESOLVED, that the Corporation shall purchase the items set forth on Attachment A.

There being no further business to come before the meeting, it was adjourned.

Date: October 9, 2018

Delia K. Ritter, Secretary
1. Ray Cammack Shows, Inc.
   4950 W Southern Ave
   Laveen, AZ 85339

   Business Phone: 602-237-3333
   State of Domicile: Arizona
   Type of Corporation: Profit

2. Statutory Agent: Charlene K Leavitt
   Mailing Address: 4950 W Southern Ave
   City, State, Zip: Laveen, AZ 85339

   Statutory Agent's Street or Physical Address:
   Physical Address:
   City, State, Zip: AZ

---

If appointing a new statutory agent, the new agent MUST consent to that appointment by signing below. Note that the agent address must be in Arizona.

I, (individual) or We, (corporation or limited liability company) having been designated the new Statutory Agent, do hereby consent to this appointment until my removal or resignation pursuant to law.

Signature of new Statutory Agent

Printed Name of new Statutory Agent

---

3. Secondary Address:
   (Foreign Corporations are REQUIRED to complete this section)

4. Character of Business
   Amusement Business

Received: 03/30/2010 14:40
5. CAPITALIZATION:
(For-profit Corporations and Business Trusts are REQUIRED to complete this section.)

Business trusts must indicate the number of transferable certificates held by trustees evidencing their beneficial interest in the trust estate.

5a. Please examine the corporation's original Articles of Incorporation for the amount of shares authorized.
Number of Shares/Certificates Authorized Class Series Within Class (if any)
1000000 COMMON

5b. Review all corporation amendments to determine if the original number of shares has changed. Examine the corporation's minutes for the number of shares issued.
Number of Shares/Certificates Issued Class Series Within Class (if any)
1364 COMMON

6. SHAREHOLDERS:
(For-profit Corporations and Business Trusts are REQUIRED to complete this section.)

List shareholders holding more than 20% of any class of shares issued by the corporation, or having more than a 20% beneficial interest in the corporation.

GUY W LEAVITT

7. OFFICERS

Name: CHARLENE K LEAVITT
Title: OTHER OFFICER
Address: 4950 W. SOUTHERN AVENUE
LAVEEN, AZ 85339
Date Taking Office: 01/01/1997

Name: GUY W LEAVITT
Title: PRESIDENT/CEO
Address: 4950 W. SOUTHERN AVENUE
LAVEEN, AZ 85339
Date Taking Office: 01/01/1983

Name: DELIA K RITTER
Title: SECRETARY
Address: 4950 W. SOUTHERN AVENUE
LAVEEN, AZ 85339
Date Taking Office: 01/01/1997

Name: CLIFFORD W. KUNKLE
Title: VICE-PRESIDENT
Address: 4950 W. SOUTHERN AVENUE
LAVEEN, AZ 85339
Date Taking Office: 01/01/1992

8. DIRECTORS

Name: GUY W LEAVITT
Address: 4950 W. SOUTHERN AVENUE
LAVEEN, AZ 85339
Date Taking Office: 01/01/1983

Name:
Address:
Date Taking Office:

Name:
Address:
Date Taking Office:
9. FINANCIAL DISCLOSURE (A.R.S. §10-11622(A)(9))

Nonprofits—If your annual report is due on or before September 25, 2008, you must attach a financial statement (e.g. income/expense statement, balance sheet including assets, liabilities). If your nonprofit annual report is due after September 25, 2008, a financial statement is not required. Cooperative marketing associations must in all cases submit a financial statement. All other forms of corporations are exempt from filing a financial statement no matter what date the annual report was due.

ONLY NONPROFIT CORPORATIONS MUST ANSWER THIS QUESTION:

9A. MEMBERS (A.R.S. §10-11622(A)(6))

This corporation DOES ☐ DOES NOT ☐ have members.

10. CERTIFICATE OF DISCLOSURE (A.R.S. §§ 10-202(D), 10-3202(D), 10-1622(A)(8) & 10-11622(A)(7))

A. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or holds more than 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation been:

1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven year period immediately preceding the execution of this certificate?
2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven year period immediately preceding execution of this certificate?
3. Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven year period immediately preceding execution of this certificate where such injunction, judgment, decree or permanent order involved the violation of:
   (a) fraud or registration provisions of the securities laws of that jurisdiction, or
   (b) the consumer fraud laws of that jurisdiction, or
   (c) the antitrust or restraint of trade laws of that jurisdiction?

One box must be marked: YES ☐ NO ☒

If "YES" to A, the following information must be submitted as an attachment to this report for each person subject to one or more of the actions stated in Items 1 through 3 above.

1. Full birth name.
2. Full present name and prior names used.
3. Present home address.
4. All prior addresses for immediately preceding 7 year period.
5. Date and location of birth.
6. The nature and description of each conviction or judicial action; the date and location; the court and public agency involved; and the file or cause number of the case.

B. Has any person who is currently an officer, director, trustee, incorporator, or who, in a For-profit corporation, controls or holds over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a 20% interest in any other corporation on the bankruptcy or receivership of that other corporation?

One box must be marked: YES ☐ NO ☒

If "YES" to B, the following information must be submitted as an attachment to this report for each corporation subject to the statement above.

(a) Name and address of each corporation and the persons involved.
(b) State(s) in which it: (i) was incorporated and (ii) transacted business.
(c) Dates of corporate operation.

11. STATEMENT OF BANKRUPTCY OR RECEIVERSHIP (A.R.S. §§ 10-1623 & 10-11623)

A. Has the corporation filed a petition for bankruptcy or appointed a receiver? One box must be marked: YES ☐ NO ☒

If "Yes" to A, the following information must be submitted as an attachment to this report:

1. All officers, directors, trustees and major stockholders of the corporation within one year of filing the petition for bankruptcy or the appointment of a receiver. If a major stockholder is a corporation, the statement shall list the current president, chairman of the board of directors and major stockholders of such corporate stockholder. "Major stockholder" means a shareholder possessing or controlling twenty percent of the issued and outstanding shares or twenty percent of any proprietary, beneficial or membership interest in the corporation.
2. Whether any such person has been an officer, director, trustee or major stockholder of any other corporation within one year of the bankruptcy or receivership of the other corporation. If so, for each such corporation give:
   (a) Name and address of each corporation;
   (b) States in which it: (i) was incorporated and (ii) transacted business.
   (c) Dates of operation.

12. SIGNATURES: Annual Reports must be signed and dated by at least one duly authorized officer or they will be rejected.

I declare, under penalty of perjury, that all corporate income tax returns required by Title 43 of the Arizona Revised Statutes have been filed with the Arizona Department of Revenue. I further declare under penalty of perjury that I (we) have examined this report and the certificate, including any attachments, and to the best of my (our) knowledge and belief they are true, correct and complete.

Name DELIA K. RITTER Date 03/30/2010

Signature DELIA K. RITTER
Title SECRETARY

(Signator(s) must be duly authorized corporate officer(s) listed in section 7 of this report.)
Additional Officers

Name: JOY PICKETT
Title: OTHER OFFICER
Address: 4950 W. SOUTHERN AVENUE
         LAVEEN, AZ  85339
Date Taking Office: 03/10/2010

Name: TONY FIORI
Title: OTHER OFFICER
Address: 4950 W. SOUTHERN AVENUE
         LAVEEN, AZ  85339
Date Taking Office: 03/10/2010

Name: CHRIS LEAVITT
Title: OTHER OFFICER
Address: 4950 W. SOUTHERN AVENUE
         LAVEEN, AZ  85339
Date Taking Office: 03/10/2010

Name: BEN PICKETT
Title: OTHER OFFICER
Address: 4950 W. SOUTHERN AVENUE
         LAVEEN, AZ  85339
Date Taking Office: 03/10/2010

Name: CHRIS LOPEZ
Title: OTHER OFFICER
Address: 4950 W. SOUTHERN AVENUE
         LAVEEN, AZ  85339
Date Taking Office: 03/10/2010
EXHIBIT 5
Subject: RCS
Date: Monday, December 9, 2019 at 7:49:34 AM Mountain Standard Time
From: shelley rcsfun.com
To: joy rcsfun.com, ben rcsfun.com, charlene leavitt, Guy Leavitt
Priority: High
Attachments: image002.png, image001.jpg, image005.png

Reply from Michael.

Shelley Liggitt
Executive Assistant
Ray Cammack Shows, Inc.
PO Box 10
Laveen, AZ 85339
602-237-3333
shelley@rcsfun.com

From: Michael Ceragioli [mailto:mceragioli@sdfair.com]
Sent: Friday, December 06, 2019 5:33 PM
To: shelley rcsfun.com <shelley@rcsfun.com>
Subject: RE: RCS

Shelly,

Thank you for your confirmation and clarification.

You are scheduled for 5:00pm on 12/12/19 at the District’s Boardroom for your presentation. The presentation is limited to one hour. Please see the bottom of page 25 of the RFP for instructions on the presentation. If you needed time for preparation or setup, you will have access to the Boardroom 30mins. prior to the presentation. You will also have access to the Boardroom monitors to connect a laptop. If you have any questions let me know.

We look forward to your presentation.

Thank you,

Mike Ceragioli
Contracts Manager | Finance Department
mceragioli@sdfair.com | p: 858.792.4263 | f: 858.794.1043

22nd District Agricultural Association
2260 Jimmy Durante Blvd. | Del Mar, CA 92014
www.delmarfairgrounds.com
www.sdfair.com
Hello Michael;

I tried calling and was asked me for a mailbox number which I did not know. I would like to confirm that we are set up for our presentation for next Thursday 12/12/19 and if you would also please confirm the time for us.

Also, we meant to put “NO” to the contacts or relationships to California employers in CA question.

Should you have any questions please call me on my cell 602-763-1251 otherwise I will await your reply.

Thank you,

Shelley Liggitt
Executive Assistant
Ray Cammack Shows, Inc.
PO Box 10
Laveen, AZ 85339
602-237-3333
shelley@rcsfun.com
EXHIBIT 6
2019 ANNUAL REPORT

ENTITY INFORMATION

ENTITY NAME: GDR INC.
ENTITY ID: 16046984
ENTITY TYPE: Domestic For-Profit (Business) Corporation
CHARACTER OF BUSINESS: AMUSEMENT
AUTHORIZED SHARES: Share Class: Common Share Series: Share Total: 10000
ISSUED SHARES: Share Class: Common Share Series: Share Total: 10000

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: DG SERVICE CORP.
PHYSICAL ADDRESS: 40 EAST RIO SALADO PKWY STE 425, TEMPE, AZ 85281
MAILING ADDRESS:

KNOWN PLACE OF BUSINESS

4950 W. SOUTHERN AVENUE, LAVEEN, AZ 85339

PRINCIPAL OFFICE ADDRESS

PRINCIPAL INFORMATION

Director: CHARLENE LEAVITT - PO Box 10, LAVEEN, AZ 85339, USA - - Date of Taking Office: 05/21/2010
Director: GUY LEAVITT - PO Box 10, LAVEEN, AZ 85339, USA - - Date of Taking Office: 05/21/2010
President: GUY W LEAVITT - PO BOX 10, LAVEEN, AZ 85339, USA - - Date of Taking Office: 10/27/2017
Secretary: DELIA K RITTER - PO BOX 10, LAVEEN, AZ 85339, USA - - Date of Taking Office: 10/27/2017
Shareholder: GC LEAVITT HOLDINGS LLC - XXXX XXXXX, XXXXX, xx, - - Date of Taking Office: 10/27/2017

SIGNATURE

President: Guy W Leavitt - 05/20/2019

FELODY JUDGEMENT QUESTIONS

Has any person (a) who is currently an officer, director, trustee, or incorporator, or (b) who controls or holds over ten per cent of the issued and outstanding common shares or ten percent of any other proprietary, beneficial or membership interest in the corporation been:
Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? NO

Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the signing of this certificate? NO

Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the signing of this certificate, involving any of the following:
   The violation of fraud or registration provisions of the securities laws of that jurisdiction;
   The violation of the consumer fraud laws of that jurisdiction;
   The violation of the antitrust or restraint of trade laws of that jurisdiction? NO

BANKRUPTCY QUESTION

Has any person (a) who is currently an officer, director, trustee, incorporator, or (b) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation, served in any such capacity or held a twenty per cent interest in any other corporation (not the one filing this Certificate) on the bankruptcy or receivership of the other corporation? NO
ARIZONA CERTIFICATE OF TITLE

Motor Vehicle Division

Vehicle Identification Number: 1G9G842384V185176
First Registered: 02/2004
List Price: 022500
Make: GAUT
Model: TL
Year: 2004
Body Style: Mobile Home Manufacturer
Unit Number: 18578141

RAY CAMMACK SHOWS INC
4950 W SOUTHERN AVE
LAVEEN AZ 85339-9720

Title Number: 050L011110001
Issue Date: 04/20/2011
Odometer Miles (no tenths) 000000

BOND

Previous Brand
State Previous Brand
State Previous Brand
State Other States With Brands

Arizona Brands

Lienholders

Lien Release

Liender/Name

Lienholder Signature

Loan Amount

Notary Public Signature

Acknowledged before me this date

Date

County

State

Commission Expires

VOID WITHOUT EAGLE WATERMARK OR IF ALTERED OR ERASED
EXHIBIT 7
Subject: FW: Letter Request Attached
Date: Monday, October 28, 2019 at 1:02:18 PM Mountain Standard Time
From: charlene leavitt
To: joy rcsfun.com
Attachments: 201910211100429201_0001.pdf

On 10/21/19, 8:12 AM, "Mike DeMarco" <demarco@hlsr.com> wrote:

Let me know if this works for you,

Michael T. DeMarco  
Chief Show Operations Officer  
President Corral Club, Inc.  
Houston Livestock Show and Rodeo  
World's Championship Bar-B-Que Contest: Feb. 27 - 29, 2020  
Houston Livestock Show and Rodeo: March 3 - 22, 2020  
O:832.667.1109 | C: 713.819.9271  
website | facebook | twitter

Shipping Address:  
NRG Center  
Three NRG Park  
Houston TX 77054

Mail Address:  
PO Box 20070  
Houston, TX 77225

* NOTICE *  
The information contained in this electronic mail message, including 
any attachments, is confidential and is protected by the Electronic 
Communications Privacy Act, 18 U.S.C. Sections 2510-2522.  
Unauthorized use, copying or distribution of this message, including 
any attachments, is strictly prohibited and may be unlawful. If this 
message was sent to you in error, please notify the sender by return 
email and destroy this message, including any attachments.

-----Original Message-----
From: Operations <Operations@rodeohouston.com>  
Sent: Monday, October 21, 2019 10:04 AM  
To: Lindsay Klein <klein@hlsr.com>; Mike DeMarco <demarco@hlsr.com>  
Subject: Message from "RNPF35302"

This E-mail was sent from "RNPF35302" (Aficio MP 171).

Scan Date: 10.21.2019 10:04:29 (-0500)  
Queries to: operations@hlsr.com
October 21, 2019

To Whom It May Concern:

Ray Cammack Shows has been associated with the Houston Livestock Show and Rodeo for 25 plus years. In my capacity I have had the pleasure of working with RCS for more than 25 years and have found the company to be professional in their approach to our event. RCS provides a first-class Midway of rides, games and food and great family entertainment for the HLSR and its guests. The Show relies on their expertise and honesty to continually provide quality entertainment.

RCS operates their games with honesty and integrity, the employees are welcoming and assist guests in understanding how the game is played. As part of their standard operating procedure, they have a high throw rate of plush toys for their games, we see a large number of guests with midway toys on the Show grounds. This is part of the outstanding customer service experience they provide. The implementation of the FunPass electronic ticketing system has provided friendly customer service by streamlining purchasing and redeeming tickets electronically.

Their continuous reliability, outstanding quality of work, attention to detail and response to the Shows needs has been essential to maintaining and developing this long time relationship.

RCS continues to play an important role in our Show’s success and the entertainment experience for all our patrons by working within established guidelines, budgets, controlling costs and providing a safe carnival environment.

We look forward to many more successful years with them as our partner.

Sincerely,

Mike DeMarco
Chief Show Operations Officer
Houston Livestock Show and Rodeo
On 10/26/18, 9:04 AM, "Kathy Yeram" <veram@fairplex.com> wrote:

Hi Charlene, Attached is the letter of recommendation from Miguel. Finally, right? Sorry this took so long and hope it was worth the wait!
Hope you and your family are doing well. I flew into Phoenix last Wednesday on a layover to Dallas with my parents and saw the carnival from the plane!
Julie and I got them all settled in Dallas and so far so good!

Kathy

-----Original Message-----
From: NO Reply On Behalf Of no_reply@
Sent: Friday, October 26, 2018 10:03 AM
To: Kathy Yeram
Subject: Scanned image from MX-6500N

Reply to: no_reply@fairplex.com <no_reply@fairplex.com> Device Name: Not Set Device Model: MX-6500N
Location: Not Set

File Format: PDF (Medium)
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.
Adobe(R)Reader(R) can be downloaded from the following URL:
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

http://www.adobe.com/
October 26, 2010

To Whom It May Concern:

Ray Cammack Shows (RCS) has been the midway contractor at the Los Angeles County Fair since 1985. During this time they have provided a first-class operation emphasizing safety, quality presentation and family fun.

RCS has complied with all terms and conditions of our contract. Customer convenience, employee appearance and customer service training are always a priority to them. Each year they work closely with our guest relations staff to ensure a great experience for all of our guests. RCS has always taken pride in their show and develops a theme that includes banners, flags, information signage, employee uniforms, landscaping and rest areas in the midway. This year they worked with us in implementing our Route 66 theme throughout the fairgrounds. RCS is a progressive, results-oriented organization that provides a quality experience to all fair guests and prides itself as always being on the cutting edge of the industry. In our exit surveys, the carnival ranked as one of the top 3 reasons people come to the Fair.

In addition to their total commitment to the Fair, they have very generously supported local charitable causes important to the Los Angeles County Fair Association.

In my second year as President and CEO and as a new member in the industry, I have been very impressed by their commitment to safety, quality, guest services and their employees.

Sincerely,

Miguel A. Santana
President & CEO
EXHIBIT 8
Ray Cammack Shows, Inc. (dba RCS)

SIGN IN SHEET

Topic  CRISIS COMMUNICATION

Instructor(s)  Charlene Leavitt, Chris Lopez  Date  Feb. 20, 2019

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<td>Ben Pickard</td>
<td>Ty Leavitt</td>
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<td>Mike Gez</td>
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<td>Sam Stringer</td>
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<td>Cody Forrester</td>
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<td>DJ Williams</td>
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# SIGN IN SHEET

**Topic**  CRISIS COMMUNICATION  
**Instructor(s)**  Charlene Leavitt, Chris Lopez  
**Date**  Feb. 20, 2019  

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<td>Bob Kling</td>
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<td>Deb Charleston</td>
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<td>Steve Charleston</td>
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<td>Joy Pickelit</td>
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<td>Roger Leavitt</td>
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<td>Kim Ashcraft</td>
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# SIGN IN SHEET

## Topic
CRISIS COMMUNICATION

**Instructor(s)** Charlene Leavitt, Chris Lopez  
**Date** Feb. 20, 2019

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Wade Shows to Premier New FunTagg System in 2020

By: Ron Weber
Monday, November 11, 2019

Wade Shows will be debuting an all new electronic ticketing system for its fairs and events in 2020. The FunTagg system, which was developed over the past several years by technology industry veteran Stephen Riegel, is touted as the most user-friendly system in the business.

Wade Shows President Frank Zaltshik said he and his team have been looking at all the available systems over the last several years, weighing the pros and cons. They wanted a system that was customer friendly, included a mobile app, utilized the latest technology and had safeties built in place so there was little to no chance of downtime or the system being offline.
The company has previously used the FunCard system at a few select events but they were looking for new technology and the highest assurance of reliability. "The FunCard system served us well in the past," said Zaitshik, "but we were looking for some additional features and newer technology", he added.

Zaitshik said his company motto is "Always First, Always Best", and the industry veteran said the words are more than a slogan, it is a philosophy he tries to put into action in all facets of his business. "We looked at several systems and they all had some great features", said Zaitshik. "The FunTagg system however, checked all of boxes, and we are very excited to be introducing what we have determined is the best system of its kind to the industry in 2020", he added.

The FunTagg system uses RFID technology, providing fast, secure communication between the ticket or band and the reader. It is the only RFID system that writes directly to the card, holding over 50 transactions that can be stored. "This feature was very important to us", said Zaitshik. "By writing to the card, the system can work both when it is connected and transmitting information in real-time back to the office, or as a stand alone system. It is the best of both worlds", he added.

Zaitshik was particularly excited about the system's mobile app. "Finding a system with a mobile app was absolutely essential", said Zaitshik, "it is where all of this is headed and we wanted to be there first". In fact, the FunTagg mobile app is the first to use the NFC chip for iPhones. With iOS 13 now available, app developers were given the opportunity to use the iPhone for two-way NFC communication, something only available in Android phones up to this point. "The phone can be without internet connectivity, even in airplane mode, and the system will still work with this new technology", enthused Zaitshik.

The mobile app, available for iPhone and Android owners, can enable the phone to be used as a ticket itself or a guest could use the app to purchase a wristband voucher from the phone. For those not interested in using their phones as a ticket, Wade Shows will offer user-friendly kiosks with interactive touch screens that dispense cards, scan pre-sale codes, accept cash or credit and give change.

Zaitshik believes the self-service kiosks will revolutionize the ticket buying process for his company and the industry in general. "The kiosks are so easy to use, there are no problems with change or receipts and we eliminate many of our labor issues trying to find dozens of ticket sellers for some of our larger events". With the kiosks, one well-trained guest relations employee can oversee several kiosks and provide outstanding service to each customer.

In addition to the payment technology, the app will have the ability to receive push notifications from the office, which opens up a whole world of possibilities for the show. "We could broadcast public safety announcements, inform guests of a show about to start, offer specials for food stands or games or even send out an alert for a missing child", Zaitshik said. The push notification feature is an area that holds enormous potential for marketing, business and safety innovations and the show will be exploring the many possibilities throughout the season. "We are kind of in uncharted waters with this new messaging. I'm excited Wade Shows will be leading the way with this technology and I'm sure our research and results will help guide other carnivals and fairs in the best uses of this technology."

In addition to the messaging, the system allows Wade Shows to capture important data about its guests that can be shared with fairs to enhance their marketing programs. "We have been utilizing customer data and email lists for several years with our advance sale program, but the FunTagg system now gives us the ability to gather that information for the guests who purchase onsite as well", said Zaitshik. He said sharing that data with his fairs and events will be a big boost for their marketing efforts.

On the redemption side, FunTagg offers state of the art readers, with a durable housing. They can be set for single purpose or used for multi-function transactions with food and games. The other excellent feature of the reader is that it cannot be altered by the employee using the device, thus there is no "street value" if the device is stolen or goes missing.

In the office, the reports generated by the system are easy to read and understand. Zaitshik said some of the systems he has looked at or used before, had reports that could be difficult to understand and cumbersome to generate. Not so with the FunTagg system. "We can track customers by day, time and amount of purchase. I see all details from the kiosk sales in real time and I can control the entire system from my smartphone", Zaitshik pointed out.

The ability to see a guest's history is a feature Zaitshik has always appreciated about the various electronic ticketing systems. "From a guest
relations standpoint, it empowers our GR team to quickly identify an issue, see where a guest has been, if they were able to access rides or not, it has even helped us find lost children by tracking the last ride they accessed.

The FunTagg system, Zaitshik says, will enable the carnival to provide outstanding customer service for its guests while also being confident that the system will always be working, with or without internet or cell connectivity. "The ability to write to the chip with the RFID system is a complete game changer," says Zaitshik. "It's the best of all worlds — real time data, no down time if we lose connectivity, a revolutionary new smart phone app, and the easiest to use system I have ever experienced."

Zaitshik said Wade Shows is hoping to debut the FunTagg system early in the 2020 season, possibly at the Florida State Fair in Tampa. "We have used our old FunCard system in Tampa before," said Zaitshik, "and we are prepared to use it again if need be, but I am hoping to have the FunTagg system in place, our staff trained and ready to go, by the start of the Florida State Fair in February. That is my goal," he added.

Related Photos
Frank Zaitshik as well as a General Unit Manager, Co-Operations Manager, Concession Manager, Ride Manager, Safety Manager, E-ticketing manager, and Midway Beautification Manager. Many staff members have been part of the Wade Shows team for more than three decades.

Wade Shows will implement the FUNCARD e-ticketing system used at previous New York State Fairs. The company will provide wristband discount pricing every day of the Fair, along with advance sales of wristbands in an effort to save Fairgoers money.

A few other details for the Fairgoing public:

- Wade Shows food stands cook only with trans-fat free oils. Gluten-free stands will also be available on the Midway.
- Misting stations will be located throughout the Midway to allow Fairgoers to cool off on hot days.
- Wade Shows will be bringing over 100 benches and picnic tables to the Midway, complete with shelter from the sun and rain.

An RFP was issued last year by the New York State Department of Agriculture and Markets seeking proposals for a 10 year contract to operate the Midway at the Great New York State Fair. Three bidders went through the complete RFP process, outlining their work histories, safety and inspection processes, operations, pricing, proposed rides, games, concessions, references, and more. In-person presentations from the three bidders were conducted on March 5, 2014. Wade Shows was the winner of the RFP and was informed today.

For more information about Wade Shows, please visit: www.wadeshows.com.

The Great New York State Fair, operated by the New York State Department of Agriculture and Markets, runs from August 21 – September 1, 2014. The Fair’s mission, reflected in its 2014 theme, “Summer’s Best in Show,” is to showcase the best of New York agriculture while providing top-quality entertainment.
Organizers say they have put security precautions in place to protect personal financial information and to prevent ride operators from double or triple scanning the cards.

"The FUNCARD and armbands don't have any personal information on them," said John Prestianni, director of finance. "It's just a bar code. All information is retained in the software, so if someone loses a card or armband, there's no information people can steal."

Frank Zaitshik, CEO and president of Wade Shows, has been using the technology with his rides at other fairs since 2012.

"We've always prided ourselves on being a company that's ahead of the curve," said Zaitshik, who is bringing 35 rides to this year's fair, including roller coasters. "Customers carry less and less cash. You see it in every day life. If you go on a cruise, a cruise is cashless anymore. Airplanes are cashless."

One concern with a digital system is the learning curve for operators who have not used it before, and its reliance on Wi-Fi to transmit the information from each ride to the main system. The technology director and carnival midway operator will conduct a session with operators the day before the fair opens.
The Iowa State Fair faced heavy backlash a couple of weeks ago when it announced it would implement a mandatory cashless payment system this year not only for rides but for food and games as well.

That fair reversed course when people flooded social media bemoaning the change.

For Florida, the cards might make it easier to increase the number of armband days in the future. For years, fairgoers have requested more days when they can go on as many carnival rides as they want for a flat fee.

Tampa Bay Times

The problem with armbands, though, is that there is no way to track which rides are getting the most foot traffic. This information is essential for the Florida State Fair because it divvies up the proceeds to its many operators based on how popular their rides are with customers.

To establish a base to allocate shares, the fair always used tickets — not armbands — on Saturdays.

"We're excited about this," Pesano said. "We've always had to limit the number of armband days, and once we get comfortable and see that this is
Wade Shows selected as new operator of Midway at the NY State Fair | Urban CNY

- Wade Shows 1001 stands look only with trans-fat free oils. Gluten-free stands will also be available on the Midway.

- Misting stations will be located throughout the Midway to allow Fairgoers to cool off on hot days.

- Wade Shows will be bringing over 100 benches and picnic tables to the Midway, complete with shelter from the sun and rain.

- "Showcase NY" will be on full display throughout the Midway, complete with New York State-themed rides, games and foods. Wade Shows has demonstrated its intentions to improve the appearance of the Midway at the 2014 Fair, from utilizing plants from local landscapers to a consistent look and feel throughout the Midway.

- Wade Shows will implement the FUNCARD e-ticketing system used at previous New York State Fairs. The company will provide wristband discount pricing every day of the Fair, along with advance sales of wristbands in an effort to save Fairgoers money.

For more information about Wade Shows, please visit: www.wadeshows.com.

The 2014 season started with a successful Florida run. The South Florida Fair, our first major event of the season, had a slight dip in attendance but per capita spending was strong and actually increased this year. Rick Vymlatil and his team once again did an outstanding job. Read more about the South Florida Fair here (or scan the qr code to the right with your smart phone):
http://goo.gl/apIQRE

From South Florida, we took many rides into the Florida State Fair where we were the largest ride provider and revenue generator once again in 2014 on the fair’s independent midway. The fair adopted the FunCard system for rides and, because they used the same system we use, we were able to assist with the program’s implementation. Read more about the Florida State Fair here (or scan the qr code to the right):
http://goo.gl/r82aET

Meanwhile, in Texas, we played one of North America’s largest events, the San Antonio Livestock Show and Rodeo. The event had a slow start with weather but finished strong with an attendance increase, besting the 1.7 million-person mark. Debbie Dreyfus-Schrock, the event’s COO, was also the IAFFE Chairman this year and she led the organization with her leadership and expertise while also working with the thousands of volunteers who help make SALE so successful each year. Read more about the SALE here (or scan the qr code to the right):
http://goo.gl/XcjVpM

From the SALE, we go to one of America’s greatest festivals, Fiesta San Antonio, which is just an amazing production with dozens of events going on throughout the festival’s duration. John Melleky, the festival’s CEO has a tremendous staff and an amazing amount of volunteers to put together this top-notch event.

At the end of Fiesta, we were very honored to receive a new long-term contract with the event and we look forward to bringing the event to new heights together.
Following the controversy in Syracuse, we were ready to start the season with our first major event of the summer, the Delaware State Fair. The fair had good weather, a great entertainment lineup and a re-imagined plaza area for guests. Along with strong marketing and promotions, it produced a record or near record year on the midway. Read more about the DSF here (or scan the qr code to the right): http://goo.gl/gLqNDo

From Delaware, the unit jumped to the Wayne County Fair in Honesdale, PA. Even thought it is a medium-sized fair, their board does such an incredible job, drawing about 100,000 people to the event. The fair has a pay one price structure where rides are included with admission and the concessions have a great run there.

From PA it was on to the years biggest adventure; the New York State Fair. After months of planning and promotion we were ready to go. We implemented our FunCard electronic ticketing system there and after a few first day hiccups, things went very smoothly.

A big part of our strategy was to offer unlimited ride wristbands every day to customers and offer an advance sale savings for their purchase. The strategy paid off and we were rewarded with a record advance sale and a record ride gross.

In addition, we devised a Dollar Day Labor Day promotion where rides were all $1.00 on the last day and the fair also jumped on board, offering a bold $1.00 admission. We had broken the single day attendance record just two days before but we bested it again on Labor Day, turning a mediocre day into one of the best days of the fair. What a way to cap off a great experience, working in concert with fair management to pull off a great success. In the end, we were up a whopping 30% +! Thanks to Troy Waffner, Geneanne Smith, Dave Bullard, Jason Ryan and the whole team at the NYSF and congratulations to John Kitchen on being named the new chief of staff. Read more about the NYSF here (or scan the qr code to the right): http://goo.gl/NbyIa5
OABA Honors Circle of Excellence Winners

During the IAFE Convention, the Outdoor Amusement Business Association (OABA) recognized their members that have met or exceeded the highest standards of safety, quality, and service. Through independent audits and criteria established by the OABA, these members scored and exceeded generally accepted standards in their product presentation, operations, concessions, human resources, and other guidelines, to improve the overall public perception of their business.

As members of the Circle of Excellence, these companies have improved the business climate for their fairs, festivals, and other event sponsors, while enhancing the public’s perception of the mobile amusement industry.

The following carnivals have achieved the OABA’s Circle of Excellence for the years 2016 through 2020:
- GoldStar Amusements — Mike & Connie Featherston
- Mighty Midway & Kidway — MN State Fair
- Ray Cammack Shows — Guy & Charlene Leavitt
- Strates Shows — James E. Strates

The following concessionaires and attractions were awarded the Circle of Excellence for 2016-2020:
- Alamo Amusements — Patrick Sheridan
- Armstrong Concessions — Gary Armstrong
- Australian Foods — Carmel Dyer
- Bishop Amusement Rides — Jim & Nancy Bishop
- Cassata Concessions — Tony Cassata
- Cavallaro Concessions — David Cavallaro (New Recipient)
- Fun Biz Concessions — Nathan Janousek (New Recipient)
- Giant Slide — Fred Pitroff
- JoyRides Inc. — Joyce Hutchinson (New Recipient)
- Lee’s Concessions — Mike & Connie Featherston
- Lopez Concessions — Chris & Jody Lopez
- Mad Hatter Concessions — Michael & Kristin Ousey
- Morton Concessions — Bill & Deborah Morton
- Nutterfield’s Popcorn & Lemonade — Ron & Kim Nutterfield
- Odyssey Foods — Dominic & Kim Palmieri
- Ribco Enterprises — Brad Rhibar
- Schroder Concessions — Brad Schroder
- Showtime Rides — Nick Pelino
- Sixth Generation Rides — Bryan Creason
- Solem Concessions — Jeremy Solem (New Recipient)
- State Fair Services — Mike Demas
- T.J.’s Ice Cream — Rob & Tassie Jundt
- Trinity Concessions — Ben & Joy Pickett
- Wood Entertainment — Michael Wood

OABA President and CEO Bob Johnson (left) and OABA Chair Tom Gaylin of Rosedale Attractions & Shows, Inc. were on hand to congratulate the winners of the OABA Circle of Excellence.
OABA Announces Circle of Excellence Winners

During the IAPE Convention, the Outdoor Amusement Business Association (OABA) recognized their members that have exceeded guidelines based on generally accepted practices and standards. Through independent audits and criteria established by the OABA, these members scored and exceeded generally accepted standards in their product presentation, operations, concessions, human resources, and other guidelines, to improve the overall public perception of their business.

As members of the Circle of Excellence, these companies have improved the business climate for their fairs, festivals, and other event sponsors, while enhancing the public’s perception of the mobile amusement industry.

The following companies have achieved the OABA’s Circle of Excellence for the years 2012 through 2016:

**Carnivals**
- Crabtree Amusements — Pat Crabtree
- Deggeller Attractions * — Don Deggeller
- Frazier Shows — Steve Broetsky
- Luehrs’ Ideal Rides * — Clair & Schoendienst Families
- NAME/Mid America Shows * — Blake Huston
- Skerbeck Bros. Shows — Joe Skerbeck
- Thomas Carnival * — John Hanschen

**Midway Contractors**
- Al Deggeller Enterprises * — Jeff Deggeller
- Atkins Enterprises * — Paul Atkins
- Barrett’s East Coast Foods — Dennis Rowland
- Big Mac’s Gametime * — Sally MacNeill
- Clair’s Classic Foods * — Jean & Joe Clair Concessions by Cox — Charles Cox
- Cypress Enterprises — Andy Deggeller
- Deggeller Foods * — Cathy Deggeller
- F&B Co. — Jason & Angela Floyd
- Fairplay Games * — Dale Negus
- First Class Attractions * — Andy & Lorelei Schoendienst
- Hot Stuff & Company * — Bonnie Jacobson
- Louis & Claire Concessions — Brandon & Katherine Petree
- M&D Rides * — Don Deggeller
- Midwest Concessions * — Dennis & Della Bossman
- Pace Productions * — Steven Pegg
- Paradise Amusements — Brandon & Melissa Kibby
- Paul’s Concessions — Paul Nemeth
- Robbeloth Concessions — Gary Robbeloth
- Russell Foods * — Jay Russell
- Superior Midway Games — Cliff & Heidi Swayar Foods — Kathy Swayar
- Wink Enterprises * — David Winkey

* Denotes Circle of Excellence recipient since 2004

OABA Chair Jeanne McDonagh (left) and First Vice Chair Mike Featherston (right) presented Circle of Excellence awards to (front row, from left) Cheryl Crabtree of Crabtree Amusements, Julie Broetsky of Frazier Shows, Lorelei Schoendienst of First Class Attractions, Melissa Ribby of Paradise Amusements, Kathy Swayar of Swayar Foods, (back row, from left) Steve Broetsky of Frazier Shows, Robert Skerbeck of Skerbeck Brothers, Andy Schoendienst and Andrew Schoendienst Jr., of Luehrs’ Ideal Rides, Wayne Kunz of North American Midway Entertainment/Mid America Shows, and John Hanschen of Thomas Carnival.
OABA Announces Circle of Excellence Winners

During the IAEE Convention, the Outdoor Amusement Business Association (OABA) recognized their members that have met or exceeded the highest standards of safety, quality, and service. Through independent audits and criteria established by the OABA, these members scored and exceeded generally accepted standards in their product presentation, operations, concessions, human resources, and other guidelines, to improve the overall public perception of their business.

As members of the Circle of Excellence, these companies have improved the business climate for their fairs, festivals, and other event sponsors, while enhancing the public's perception of the mobile amusement industry.

The following companies have achieved the OABA's Circle of Excellence for the years 2013 through 2017:

**Carnivals**
- California Carnival Co. — Kevin Tate
- Fiesta Shows — Eugene J. Dean III
- Helm & Sons Amusements — Dave Helm
- Powers Great American Midways — Corky & Debbie Powers
- Reithoffer Shows (Blue Unit) — Richard Reithoffer
- Reithoffer Shows (Orange Unit) — Pat Reithoffer
- Rosedale Attractions — Thomas Gaylin III

**Concessionaires & Attractions**
- ATSEIF Mobile Foods — Eugene J. Dean III

Amy’s Concessions — Amy Powers
B Original Foods — Tiffany Janas
Bow-Ben Concessions — John Stoorza III
Cowboy Attractions — Pam McDonald
Debbie’s Concessions — Debbie Powers
Heavenly Treats — Philip & Suzie Corl
Horses Horses Horses! — Lisa Dufresne
Janni Concessions — Steve Janni
Jill’s Diner — Jill Wells
JT Concessions — Jeremy Thomas
Make It Concessions — Willie Ryan
Palm Tree Amusements — Evelyn & Ron Thomas
Pugh Concessions — Beau Pugh
Stoplight Productions — Ron & Tracy Thomas
Suncoast Concessions — Paul Smith

OABA Chair Mike Featherston (right) presented Circle of Excellence awards to (from left) Vera and Kevin Tate of California Carnival Company; Debbie and Dave Helm of Helm and Sons Amusements; Ron Thomas Jr. of Stoplight Productions; Debbie Powers of Debbie’s Concessions; Tracy Thomas of Stoplight Productions; Eddie Powers of Powers Great American Midways; Amy Powers of Amy’s Concessions; Rick Reithoffer, Marianne Reithoffer, and Ricky Reithoffer of Reithoffer Shows (Blue Unit), Lisa Dufresne of Horses Horses Horses; Nick Pelino of Showtime Rides; and Pat Reithoffer of Reithoffer Shows (Orange Unit).
Ray Cammack Shows  
Attn: Charlene Leavitt  
PO Box 10  
Laveen, AZ 85339

Charlene,

The following is my response to the documents provided.

**Declaration of Frank Zaitshik**

(Ref. 4) Mr. Zaitshik states that the FunCard system he was using is the very same system RCS uses. We never said that FunPass (ZPass) was a different system. What we’ve stated is that ZPass has more advanced features then the core product FunCards and is marketed as such.

- FunCards is an on-premise solution only. In other words, it utilizes only on-premise servers. ZPass can operate on-premise, cloud only, or as a combination of both (hybrid network). RCS is utilizing the hybrid configuration which provides significant flexibility, redundancy, and stability.
- ZPass offers more advanced ticket box software than FunCards does.
- ZPass offers new and advanced self-serve Kiosks and software that are not offered in the FunCard version.
- ZPass offers a completely redesigned and rewritten attendant app that runs on more advanced PDA style devices.
- ZPass offers coupon presale features that are an industry first. This is not offered in FunCards.
- All of our points of sale including, ticket boxes, kiosks, and food POS systems offer integrated EMV Chip Readers while FunCards still utilizes standard swipe readers. Our EMV solution is a P2PE Certified solution.
- ZPass offers guests both iOS and Android apps where FunCards does not currently have any apps available.
- Mr. Zaitshik has the FunCard system which as stated above does not have all of the features ZPass. ZPass is a highly advanced version of FunCards.

(Ref. 5) Mr. Zaitshik states that the RCS system is no-longer state of the art. And that claim is primarily based on the fact that we utilize barcode technology rather than RFID. This is simply not the case!

- Barcode technology is still the industry leading standard for all major ticketing solutions. For example: concert ticketing solutions, airlines, and virtually all major online ticketing solutions.
- Barcodes can be printed on virtually any media. Bar codes are extremely cost effective where RFID tags are much more expensive and restrictive.
- When selling online or through other presale programs, ZPass enables the guest to take their purchased pass directly to a ride, game, or concession stand. It doesn’t need to be redeemed for a card. FunTagg would require the guest to stand in line to get their RFID card.

- In our industry, RFID introduces significant fraud and security issues. From a fraud/security standpoint there’s nothing preventing a ride or game operator from taking a mobile RFID reader and walking through the crowds of people scanning/stealing value off of guest’s wristbands or cards. RFID only requires the reader to be within a specific range (no line of site required) of the RFID tag making it easy to process transactions and steal value from unsuspecting guests. This is all but impossible to do with bar coded cards and wristbands.

(Ref. 13) Mr. Zaitshik states “Since the ticketing system does not share backend data with the fair, how would the fair be able to stop fraudulent activity such as transferring credits from a higher paying item like a ride to a lower paying one like a game”.

- The only way this could be accomplished is by giving others access to the backend data and we don’t do that. We strictly control access to the backend data. Our customers gain access to their data through the 80+ management reports we offer. We don’t allow raw data to be extracted as it could be used to generate fraudulently altered reports.

(Ref. 14) Mr. Zaitshik quotes me in my statement that “We are the guardians of the data” and he states that we will not provide backend data and that we cannot be audited by state auditors.

- This is absolutely not true. We have worked with state auditors and controllers on numerous occasions. We are more than happy to work with certified auditors when requested.

(Ref. 25) Mr. Zaitshik states “The reviewer also asks what the security is for the app. But RCS does not list security for the app here and this is not noted in the review.”

- All of our transactions transmitted over the internet via the app is transmitted over an encrypted SSL channel using industry standard Transport Layer Security (TLS) and HTTPS. Our backend data is highly secured and only our employees which have been granted rights have access to the data.

(Ref. 26) Mr. Zaitshik states “The app from FunPass has reviews from actual guests, the majority of which say it doesn’t work. RCS’s had a total failure contrary to the statements in its Proposal”.

- Our experience is that very few people post reviews when they are happy. They typically post reviews when something went wrong or they are competitors posting bad reviews to impact usage of the app. We have had approximately 58 reviews, both good and bad, and have just shy of 100,000 users of our apps. The FunTagg app only exists in the Apple App Store and there are no reviews at all. They
do not have an Android app in the Google Play Store. So it would appear they don't yet support Android phones and it appears their app has never been used at a show.

- He references a “Total System Failure” that occurred approximately 6 to 10 years ago... seriously? A full system failure would mean the entire system went down. RCS has never experienced a Total System Failure. If that were the case, more than just 2 employees on an independently contracted ride would have reported it. The entire industry would be aware of a system failure of that magnitude at one of the country's largest events.

Document provided by Schwartz Semerdjian

Document States: RCS represents that it has operated the FunPass system for 13 years or as stated elsewhere for 14 years is in itself a significantly misleading statement. The original system used by RCS was the FunCard system. The developer of the system, Chris McNabb, has stated on his own website started the company in 2018 as identified in the RCS proposal on page 42. On the ZPass website it states “in 2018 the E-ZPass, LLC was founded. The company acquired the rights to rebrand, market and further develop the system known as FunCards. For over 18 years the FunCard system has been used to manage hundreds of events all over the United States. Over those years, it has become known as one of the amusement industry’s most trusted event management solutions. By their own admission, the ZPass system, branded FunPass for RCS, is not the FunCard system, a company that is still in business and selling its products with a different a version of the system without the required three years of experience.

Response: To clarify, first of all there is no mention of a company called E-ZPass, LLC on our website. The company name is ZPass, LLC.

RCS purchased the rights to use the FunCard system in 2006 from Funtastic Traveling Shows (the owner of the system). When they did so, they were given approval to call it FunPass by Funtastic Traveling Show. Up until 2018 RCS was using the FunCard version of the software. In 2018 the ZPass Company was founded and we licensed the rights to rebrand and continue to further develop the system by adding more advanced features and functionality. There was no need to change the branding that RCS chose (FunPass). ZPass, LLC honored the original branding that Funtastic granted. With considerable funding, ZPass, LLC has significantly increased the functionality of the system known as FunCards. ZPass is a more advanced version of the system known as FunCards but its core architecture is still FunCards which makes our statement relevant and accurate.

Sincerely,

Chris McNabb
President
ZPass, LLC
www.zpassevents.com

PO Box 2257 Los Alamitos, CA 90720   phone: 714-655-8262   email: chris@zpassevents.com   web: www.zpassevents.com
January 31, 2020

To Whom It May Concern:

My name is Nancy Bishop. My husband Jim and I own Bishop Amusement Rides. We have subcontracted with RCS since 1981. We own and operate seven rides with them for the entire season. We have been extremely pleased with their Fun Pass system over the past 14 years. The system has performed excellently over these years with never a complete failure of the system. We feel it has contributed to much higher grosses on our rides since being implemented. One feature of the system is the elimination of ticket stealing and reselling, which harms all operators. We have used this system at some of the largest events in the country, such as The Houston Livestock Show and Rodeo, the Orange County Fair, the LA County Fair, the Arizona State Fair, and last year, for the first time, at the San Diego County Fair where it was deemed a huge success with the public. We had absolutely zero problem there with the scanners or any part of the electronic system. In my experience, any small issues that may crop up are always handled swiftly and professionally by the IT staff. We have also used the FunCard system at the Washington State Fair in Puyallup, WA. This was the original system before Fun Pass was expanded. As with the system that RCS uses, it performed excellently for us at this large event.

One of the best features of the system, besides the efficiency of taking care of the customers, is the instant accounting system available online.

Sincerely,

Nancy Bishop
EXHIBIT 12
Trinity Concessions Application for Employment

We consider applicants for all positions without regard to race, color, religion, sex ethnicity, sexual orientation or any legal protected status.

Full Name: Jose Angel Castelum Maya  Social Security # 654-11-3004
Address: Puebla, Mexico  #31  City: Tijuana  State: BC  Zip Code: 22163
Phone Number: 011 52 664-904-00-43  Driver's License #:  State:

Are you over the age of 18? Yes ✓ No  Are you eligible for work in the US? Yes ✓ No

Have you been convicted of a felony in the past ten years? Yes No ✓

If yes, Please explain: ________________________________________________________________

Emergency Contact: Rosalbina Maya Roman  Phone Number: 011 52 664-718-88-21
Relationship: Madre  Alternate Number: 011 52 664-973-23-65
Address: Mina del Realito #109  City: Caliocran  State: Sin.  Zip Code: 80297

Employment Experience:
Most Recent Employer:  Phone Number:
Address:  Supervisor:
Job Duties:  Job Dates:  Salary:
Reason For Leaving:  May We Contact them? Yes No

Trinity Concessions is an Arizona Company. It's principle office is in Arizona and all Employment Applications are approved at that office in Arizona. While you are working for Trinity Concessions you are an Arizona employee. We hire employees from many places and therefore the central employment office for all employment approvals is at the home office in Phoenix. You are not an employee of Trinity Concessions until after you have signed all agreements and obtained all of the approvals from the Phoenix office.

I certify that all information on this form is true, complete and correct to the best of my knowledge and belief. I understand that any omission of information may cause my immediate dismissal. I agree that all statements made on this form may be investigated. I further understand that my employment is at will and agree that it is for no definite period and may be terminated. Furthermore, the employer nor I have agreed on any specific employment period or any specific pay or benefits unless otherwise set for in a separate contract.

Signature: Jose Angel Castelum  Date: 02/16/2013
**UNEMPLOYMENT TAX AND WAGE REPORT**

**A. NUMBER OF EMPLOYEES**

Report for each month, the number of full and part-time covered workers who worked during or received pay subject to UI Taxes for the payroll period which includes the 12th of the month.

<table>
<thead>
<tr>
<th>Month</th>
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<tbody>
<tr>
<td>Jul</td>
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<td>Aug</td>
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**B. WAGES**

List all employees in Social Security number order, or alphabetically by last name. For additional employees use white paper in the same format, or form UC-020. Filing via the internet at www.azuitax.com is preferred for reporting up to 999 employees. Magnetic Media filing via compact disk is preferred for reporting 1,000 or more employees, see the Arizona Magnetic Media Reporting (PAU-430) publication at the above website for specifications and application instructions.

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<tr>
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<th>Total Wages Paid in Quarter</th>
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<tr>
<td></td>
<td>Gastelum Moya, Jose Angel</td>
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</table>

**C. WAGE SUMMARY**

- **1. TOTAL WAGES PAID IN QUARTER**
  From Section B. Wage Listing

- **2. SUBTRACT EXCESS WAGES**
  Cannot exceed Line 1 – See Instructions

- **3. TAXABLE WAGES PAID**
  Up to $7,000 per Employee – Line 1 minus Line 2

- **4. TAX DUE**
  
  - Line 3 X Tax Rate of
  - The decimal equivalent = 0.019

- **5. ADD INTEREST DUE**
  
  - 1% of Tax Due for each month payment is late

- **6. ADD PENALTY FOR LATE REPORT**
  
  - 0.10% of Line 1 ($35 min / $200 max)

- **7. ADD SURCHARGE DUE**
  
  - Applicable percentage of Line 3 – see instructions.

- **8. TOTAL PAYMENT DUE**
  
  - If the sum of lines 4 and 7 is equal to or less than $9.99, payment of the tax and surcharge due is not required.

- **9. SUBTRACT ANY CREDIT BALANCE**
  
  - If balance is listed, subtract from Line 8.

- **10. AMOUNT PAID**
  
  - Make check payable to DES Unemployment Tax

**LIEN MAY BE FILED WITHOUT FURTHER NOTICE ON DELINQUENT TAXES.**

**Signature:**

**Title:**

**Date:** 1/1/12

**Prepared by:** Joy Pickett

**Telephone No. and area code:**

See reverse for EOB/ADA/LEP disclosure
Trinity Concessions LLC  
PO Box 660  
Laveen AZ 85339

UNEMPLOYMENT TAX AND WAGE REPORT

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Signature: [Signature]  
Title: [Title]  
Date: 1-01-2014

Photo Copy for your records

TOTAL WAGES THIS PAGE  
TOTAL WAGES ALL PAGES

Prepared by: Joy Pickett  
Telephone No. and area code: [Number]
**UNEMPLOYMENT TAX AND WAGE REPORT**

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**LIEN MAY BE FILED WITHOUT FURTHER NOTICE ON DELINQUENT TAXES.**

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**Signature:**

**Title:**

**Date:** 11-15

**PHOTO COPY FOR YOUR RECORDS**

See reverse for EOE/ADA/LEP disclosure
# UI TAX WAGE LISTING CONTINUATION

ARIZONA DEPARTMENT OF ECONOMIC SECURITY  
P.O. BOX 52027 • PHOENIX, ARIZONA 85072-2027  
TELEPHONE: (602) 771-6601

ARIZONA ACCOUNT NUMBER ____________________________  
CALENDAR QUARTER ENDING 12/31/14

<table>
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</tbody>
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TOTAL WAGES THIS PAGE $23,925.00

See UC-018 for EOE/ADA/LEP disclosures
Trinity Concessions LLC  
PO Box 660  
Laveen AZ 85339

UNEMPLOYMENT TAX AND WAGE REPORT
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**PLEASE RETURN ORIGINAL**

### TYPE OR USE BLACK INK ONLY

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<tbody>
<tr>
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<td>Roman, Angel Alejandro</td>
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**TOTAL WAGES THIS PAGE**

**TOTAL WAGES ALL PAGES**

**PHOTO COPY FOR YOUR RECORDS**

Signed: [Signature]
Title: [Title]
Date: [Date]

Prepared by: Joy Pickett
Telephone No. and area code: [Phone number]

See reverse for EOE/ADA/LEP disclosure
EXHIBIT 13
Subject: FW: All State 38, Inc.’s Protest of RFP 19-04
Date: Wednesday, January 29, 2020 at 5:07:03 PM Mountain Standard Time
From: Galvan, Patricia@DGS
To: charlene.leavitt
CC: shelley.rcsfun.com

Charlene,

Per your request, see attached.

Patricia Galvan
Statewide Bid Protest Coordinator

Office of Legal Services
State of California » Department of General Services
707 3rd Street, Suite 7-330, MS-102
West Sacramento, CA 95605
http://www.ols.dgs.ca.gov

Phone: 916.376.5098
Fax: 916.376.5088
Email: patricia.galvan@dgs.ca.gov

From: Lyn Cage <lyn@sscmlegal.com>
Sent: Monday, January 13, 2020 3:29 PM
To: Galvan, Patricia@DGS <Patricia.Galvan@dgs.ca.gov>; Michael Ceragioli <mceragioli@sdfair.com>
Cc: John S. Moot <johnm@sscmlegal.com>
Subject: All State 38, Inc.’s Protest of RFP 19-04

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender’s authenticity.

Dear Ms. Galvan and Mr. Ceragioli:

Please find attached the following documents in support of All State 38, Inc.’s Protest of RFP 19-04:

1. Written Statement to Protest
2. Exhibits 1-11 to Written Statement [bookmarked]
3. Exhibits 12-25 to Written Statement [bookmarked]
4. Declaration of Adam West with Exhibits A-D [bookmarked]
5. Declaration of Frank Zaitshik
6. Declaration of Alexander Martos
7. Declaration of Drew Budimir
8. Declaration of John S. Moot

Hard copies of these documents will be delivered via FedEx to Ms. Galvan and via hand delivery to Mr. Ceragioli. If you have any questions, please feel free to contact our office.

Sincerely,

Lyn N. Cage
Legal Assistant to
John S. Moot, Sarah Brite Evans and Daniela Lagunas

Schwartz Semerdjian
Attorneys at Law

Schwartz Semerdjian Cauley & Moot LLP
101 West Broadway, Suite 810 | San Diego, CA 92101-8229
Direct 619.699.8324 | Main 619.236-8821 | Fax 619.236-8827
Los Angeles Office 310.550-8857
lyn@sscmlegal.com
www.sscmlegal.com

Additional offices worldwide through our affiliation with LEGUS.
Contact our office for more information.
www.leguslaw.com

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NOTICE: The information contained in this email and any attachments are privileged or confidential. Unauthorized use or publication is prohibited. If you have received this by mistake please delete this email and the attachments. THANK YOU!

Ray Cammack Shows · PO Box 10 · Laveen, AZ 85339
602 237 3333 · www.rcsfun.com
Begin forwarded message:

From: "Galvan, Patricia@DGS" <Patricia.Galvan@dgs.ca.gov>
Date: January 24, 2020 at 4:27:03 PM MST
To: "shelley rcsfun.com" <shelley@rcsfun.com>
Subject: FW:  BID PROTEST NO. 20-001: Notice of Hearing (Time Sensitive)

Good afternoon Shelley,

It has come to my attention that you may not have received the email below.

Patricia Galvan
Statewide Bid Protest Coordinator

Office of Legal Services
State of California » Department of General Services
707 3rd Street, Suite 7-330, MS-102
West Sacramento, CA 95605
http://www.ols.dgs.ca.gov

Phone: 916.376.5098
Fax: 916.376.5088
Email: patricia.galvan@dgs.ca.gov

From: Galvan, Patricia@DGS
Sent: Monday, January 13, 2020 5:44 PM
To: John S. Moot <johm@sscmlegal.com>; Michael Ceragioli <mceragioli@sdfair.com>; shelley@rcsfun.com
Subject: BID PROTEST NO. 20-001: Notice of Hearing (Time Sensitive)
Importance: High

TO PROTESTANT, PROPOSED Awardee(s) AND AWARDING AGENCY:

Pursuant to the Notice of Hearing attached, it has been determined that the instant bid protest will be decided through written submissions. To accept service of written responses, rebuttal and statement of decision via electronic transmission, please REPLY TO ALL with the following statement:

I agree to accept service of written responses, rebuttal and statement of decision by electronic transmission (e-mail).

Your response must include your respective signature blocks.

Patricia Galvan
Bid Protest Coordinator

Office of Legal Services
State of California » Department of General Services
707 3rd Street, Suite 7-330, MS-102
West Sacramento, CA 95605
http://www.ols.dgs.ca.gov

Phone: 916.376.5098
Fax: 916.376.5088
Email: patricia.galvan@dgs.ca.gov

ATTACHMENTS:

- Notice of Hearing by Written Submission
- Copy of Protest
- Copy of Detailed Statement of Protest
- Courtesy Form: Sample Declaration of Service

--------------------------------------------------------------------------------

NOTICE: The information contained in this email and any attachments are privileged or confidential. Unauthorized use or publication is prohibited. If you have received this by mistake please delete this email and the attachments. THANK YOU!

Ray Cammack Shows · PO Box 10 · Laveen, AZ 85339
602 237 3333 · www.rcsfun.com
February 21, 2020

Patricia Galvan
Department of General Services
Office of Legal Services
707 Third Street, Suite 7-330
West Sacramento, CA 95605

Via Electronic Mail and Overnight Delivery
Patricia.Galvan@dgs.ca.gov

Re: All State 38, Inc.’s Rebuttal to the 22nd DAA and RCS Replies to All State’s Written Statement in Support of its Protest to Request for Proposal 19-04
Bid Protest No. 20-001

Dear Ms. Galvan:

Please let this letter constitute All State 38, Inc.’s (“All State”) rebuttal to the 22nd DAA and Ray Cammack Shows, Inc. (“RCS”) replies to All State’s written statement specifying the grounds for Protest.

I. INTRODUCTION

The 22nd DAA and RCS’ Replies to All State’s Protest are as illustrative of what they do not address and contest as what they do. The 22nd DAA states there is no evidence demonstrating the 22nd DAA acted arbitrarily or capriciously and that it carefully followed without any deviations its RFP process. Yet, All State established in its opening introduction that prior to accepting any Proposal, the 22nd DAA already prominently displayed RCS’ digital ticketing system, the FunPass, on its website for the 2020 San Diego County Fair (“The Fair”). What could be more arbitrary and capricious than announcing the winner before any Proposal was even submitted! As for carefully following its RFP process, the Replies themselves document multiple deviations and waivers of the RFP’s Minimum Qualification Requirements, such as not enforcing the requirement to demonstrate All Risk Insurance, not requiring licenses for subcontractors, or a corporate resolution and three letters of references.

In its written statement and the declarations submitted in support thereof, All State asserts there is and was no rational basis to link two unrelated services, a digital ticketing system with game operations. As stated by Frank Zaitshik in his Declaration, in the 40 years he has participated in RFPs for some of the country’s largest events, he has never seen anything like the 22nd DAA’s Request For Proposal. He has never seen one where a game operator had to provide a digital ticketing system. (Zaitshik Declaration, ¶¶ 1 & 2.) Despite providing declarations from Katie Mueller and Michael Ceragioli, the 22nd DAA offers no explanation or rational reason for tying the two together. The 22nd DAA admits that carnival rides bring in $10 million per year while carnival game revenue is only $4 million. The decision to require
game operators to pay the entire cost for digital ticketing system while the ride operators get to use it for free is itself arbitrary and capricious, and the 22nd DAA does not even attempt to explain it.

Similarly, while the 22nd DAA in the RFP states it would be cost prohibitive for it to purchase or lease its own digital ticketing system, it offers no rebuttal or explanation to the fact that the 2019 Fair generated over $47 million in revenue and the fact that based on responses to the 2018 RFP it could lease a cashless payment system for as little as $372,000. The reason the 22nd DAA, despite offering the declaration of its Deputy General Manager, offers no explanation for this is because the RFP was written specifically for RCS who already owned a digital ticketing system which was not in use during The Fair and now wants a monopoly of the lucrative game operations at The Fair. (See, All State Exhibit 17, email dated November 5, 2018.)

In the Zaitshik Declaration, All State offers evidence that there was only one operator in the business that owns a digital ticketing system, owns the majority of games on its own midway, and plays enough large events to qualify for the RFP. (Zaitshik Declaration, ¶ 10.) His Declaration points out that the “similar in size and scope” requirement and the requirement that 75% of the games be owned by the operator, and that by linking this with a digital ticketing system, “leaves only one operator who fits perfectly into the minimum criteria; RCS.” (Zaitshik Declaration, ¶ 13.) Neither the 22nd DAA or RCS refute with evidence the fact that RCS is the only operator that owns a ticketing system, owns the majority of games on its own midway, and plays enough large events to meet the minimum criteria for the RFP. Given the RFP was written for RCS, it should come as no surprise that the 22nd DAA failed All State and scored RCS the highest. However, by doing so the 22nd DAA violated Public Contract Code (“PCC”) section 10339.

The Zaitshik Declaration, in addition to noting that RCS’ barcode technology is no longer the state-of-the-art, identifies three particular sections in the RFP that are specifically written to RCS’ barcode technology. (Zaitshik Declaration, ¶¶ 5-7.) Again, while Ms. Mueller and Mr. Ceragioli claim in their declarations they participated in the drafting of the RFP, the 22nd DAA offers no explanation or rebuttal as to the fact that Section 3.4 in paragraphs E, H, and A are written to fit RCS’ barcode technology. The fact that the RFP was drafted in a manner that limited bidding directly or indirectly to one bidder was not lost on potential Proposers.

In 2018, the 22nd DAA issued a RFP for a ticketless midway, and cashless games. (See, All State’s Exhibit 11.) One need only to compare RFP 18-02 and RFP 19-04 to see that the RFID based cashless solution was excised from the 2019 RFP which instead was written to RCS’ barcode system. Not surprisingly, neither of the two Proposers in 2018 even bothered to submit a Proposal for the 2019 RFP. It was clear to them that the only person who could win the 2019 RFP for the 2020 Fair was RCS, the same company who was awarded a no-bid contract in 2019 to provide its barcode, digital ticketing system for the 2019 Fair.
After RFP 19-04 was advertised, one of the potential Proposers wrote Mr. Ceragioli stating, “the way the specs read it is 100% written to favor RCS without a doubt.” (See, All State Exhibit 14.) In this same letter, the President of Virtual Ticket Solution goes on to state the 22nd DAA “should have first competed on the digital ticketing system first, then once the best possible system was fairly competed, then that system would become the chosen one, and the one that the game or ride operator would be responsible to use and cover the cost.” Mr. Ceragioli in his declaration, offered with the 22nd DAA reply letter, never addresses this more logical approach or explains why the RFP was not done this way despite the fact he also participated in the 2018 RFP that in fact was for a digital ticketing system only.

II. THE 22ND DAA’S ARGUMENT THAT ALL STATE LACKS STANDING TO PROTEST LACKS MERITS

Volume 1 of the State Contracting Manual in Section 6.02 states that those who may protest are both any Proposer who claims it is the lowest responsible bidder meeting the specifications of the contract and any Proposer who claims the State Agency failed to follow the procedures specified in PCC section 10344. Thus, All State’s Protest is not subject to exclusion. All State alleges and claims it should have been the highest scored Proposer. The basis for All State’s claims are set forth in Section 2 of its written statement and explicitly claims and allegations in Subsection C it should be the highest scored Proposer. The only criteria for standing is that the claim is made and a supportable assertion alleged. All State has clearly done both.

The 22nd DAA tries to argue that Mr. West’s Declaration somehow establishes he lacks standing to protest. Nowhere in his declaration does Mr. West state he is not contending he should be the highest scored Proposer or that he is not in a position to make a supportable assertion that he should be. Mr. West’s Declaration first outlines how it came about that RCS was awarded in 2019 a no-bid contract for the digital ticketing system which both gave RCS an unfair advantage in competing for RFP 19-04, and 80% of all the game operations on The Midway eliminating most of the small, family-owned businesses who had been the game operators. Mr. West’s Declaration documents how the 22nd DAA went about eliminating most of RCS’ game competition in 2019 without ever giving these small businesses a chance to make their case to the 22nd DAA Board of Directors. What Mr. West then states in his Declaration is “when I read RFP 19-04 I knew there was no way All State could compete and that the RFP was written for RCS’ FunPass, which is a barcode based system as opposed to other available systems using RFID and NFC technology … I knew when I submitted my proposal it was a foregone conclusion the RFP would be awarded to RCS, which in fact occurred.” (See, West Declaration, ¶ 9.)

This is not an admission that All State lacks standing, but simply an acknowledgment that in order to contest the elimination of 100% of RCS’ competitors for game operations at The Fair, All State had to exhaust its administrative remedies before seeking judicial review. (See, Imagistics Int’l, Inc. v. Dept. of Gen. Servs (2007) 150 Cal.App.4th 581, 594.) In order to
exhaust its administrative remedies, All State was required to submit a Proposal even though it was clear by the 22nd DAA’s conduct that it intended to award the RFP to RCS. Unfortunately, in order for All State to preserve its right to contest in Superior Court that the 22nd DAA violated other provisions of the Public Contract Code such as PCC section 10339 and PCC section 100 et seq., All State had to submit a Proposal, and file a Protest regardless of how DGS might ultimately rule on that Protest.

The 22nd DAA also appears to make the argument that the only grounds for a Protest is that set forth in PCC section 10345(B)(2)(A), (B), (D), and (E). In doing so, they at least inferentially argue that DGS cannot consider a Protest on the grounds that the 22nd DAA violated other provisions of the PCC such as section 10339 and PCC section 100 et seq. Given the DGS procedures for a Protest do not involve the right to civil discovery, and that the instant Protest will not involve a hearing where witnesses can be confronted and cross-examined under oath, there are indeed due process limitations in resolving violations of PCC section 10339 and PCC section 100 et seq. Unfortunately, the law is not yet clear given the DGS written procedures under PCC section 10345(C) if asserting other violations of the PCC in a written protest is required to preserve the right to contest them in a venue that does permit discovery and the right to confront and cross-examine witnesses. All State has asserted them in this written statement specifying the grounds for its protest so as not to inadvertently waive any rights it may have to raise these issues at a later time.

III. ALL STATE SHOULD HAVE BEEN SCORED THE HIGHEST BECAUSE RCS’ PROPOSAL SHOULD HAVE BEEN REJECTED AS NONRESPONSIVE AND NOT SCORED FOR THE FAILURE OF RCS TO MEET THE MINIMUM QUALIFICATIONS OF THE RFP, INCLUDING PROVIDING A CERTIFICATE OF INSURANCE FOR ALL RISK INSURANCE

The 22nd DAA makes the superficially appealing argument that RCS does not have to provide evidence of “all risk insurance because they are on the California Fair Services Authority (CFSA) Master Insurance List.” An unpacking of this argument itself demonstrates how the 22nd DAA has interpreted its own RFP and minimum qualifications in an arbitrary manner, abused its discretion, and failed to follow the mandatory provisions of its own RFP violating section 10344(C).

Throughout the RFP, the requirement to have and demonstrate All Risk Insurance is made abundantly clear. It is first referenced in Section 2.23 J and made a Minimum Qualification Requirement in Section 3.2 that states “all proposers must submit evidence” and “demonstrate the ability to meet insurance requirements described in the RFP. Proof of ability must be attached to your proposal. (P/F).” Section 2.12 entitled “Insurance” also states that “The Proposer’s insurance coverages, as required under this section, must include coverage for the duration of the agreement resulting from the RFP process and must include All Risk Insurance coverage for loss of income business interruption....”
As set forth in Exhibit 4 to All State’s detailed written statement, Mr. Ceragioli was well aware of the requirement for All Risk Insurance which was the subject of the bid protest to the 2018 RFP which ultimately resulted in that 2018 RFP being canceled when one of the parties could not demonstrate it had All Risk Insurance. The explanation for the need for All Risk Insurance, and the importance of this requirement is explained in an email from Mr. Ceragioli to Chris Leavitt included within the protest materials to the 2018 RFP. In this email, Mr. Ceragioli states “in the case, the RFID system you have proposed suffers a complete failure during The Fair including redundancies and back-up systems, that is not related to the utility grid or act of God. The District assumes, Cashless Events would be responsible for any loss of quantifiable revenue we also assume, Cashless Events would be responsible for any loss of revenue resulting from the system hacking or some sort of separate cybersecurity attack…. Will your insurance carrier cover these described losses and what are the coverage limits?” (See, Exhibit 26 accompanying this rebuttal.) Clearly, the need for All Risk Insurance is directly related to a failure of the electronic, cashless payment system and the loss of revenue should it fail.

In light of this history and background, the flaws in the 22nd DAA’s position became apparent. The Insurance clause (Section 2.12) states the certificate proving the Proposer meets the insurance requirements must include the following, unless the Proposer is on the California Fair Services Authority (“CFSA”) Master Insurance list. However, the CFSA insurance requirements do not provide for and do not include All Risk Insurance. Attached as Exhibit 27 is a copy of these insurance requirements obtained from the CFSA. Nowhere do these insurance requirements cover All Risk Insurance, which would cover loss of revenue should an electronic, digital ticketing system suffer a complete failure or be subject to a system hacking or cybersecurity attack. Also attached with Exhibit 27 is the CFSA insurance requirements from the 22nd DAA’s handbook which again cover only normal fair operator liability, not financial losses due to a failure of an electronic payment system.

Given Mr. Ceragioli’s reason for the requirement of All Risk Insurance for a provider of an electronic payment system, RCS does not in fact meet this requirement and did not, and has not shown evidence of this insurance because the CFSA Master Insurance list does not include this coverage. Section 2.12 clearly states that the Proposers insurance coverage “must include” All Risk Insurance coverage and that proof of ability to meet this insurance coverage must be submitted otherwise the Proposal does not meet all the minimum qualification requirements and is nonresponsive, and “will not be evaluated or scored.” The waiver for having to produce a certificate for insurance coverages applies to the coverages already on file with the CFSA for normal fair operations but the electronic payment system raises the need for a different and specific required insurance that is not on this list. (See Section 3.2.) Section 6.0 setting forth the mandatory content requirements again requires “a copy of the Proposer’s current insurance certificate” so that all necessary insurance that the Proposer needs to have is in fact in place can be confirmed.
RCS admits in its reply in Section II (A) and the letter attached as Exhibit 2 that it did not provide with its Proposal a certificate showing All Risk Insurance. The letter states the certificate they provided covers current coverage not anticipated coverage and that All Risk Insurance described “must be in force during the term of the agreement.” This is not correct. It was required to be submitted with the Proposal. RCS belatedly claims without providing a copy of the certificate of insurance that it has All Risk coverage. Charlene Leavitt – the Chief Operating Officer for RCS – interestingly will not submit a declaration to this effect or the required certificate. Exhibit 3 to the RCS Reply which references the CFSA Masters Insurance List further reflects that while RCS has general liability insurance, XS GL, Workers’ Compensation insurance and auto insurance. It does not have on file with CFSA any evidence of All Risk Insurance.

As set forth in All State’s written statement, where a Proposer materially deviates from a mandatory requirement, the State must reject the Proposal. Public agencies may not waive material deviations. California competitive bidding law requires a state agency to include in any contract solicitation a clear statement of the requirements bidders must meet to be eligible for award and a clear description of what the agency will evaluate for the bids it receives. Once the State describes its requirements in the solicitation, it must enforce those requirements. The State may not allow only one (or, for that matter, any) bidding party to deviate from proposal specifications. To do so constitutes an abuse of discretion. (See, All State’s written statement Section II.A. and case authority cited therein.)

The 22nd DAA’s interpretation of its own mandatory RFP requirements arbitrarily removes the requirement for All Risk Insurance for RCS in the event of a complete system failure and loss of quantifiable revenue while requiring this insurance for another, All State. This it simply cannot do. Given the CFSA does not require people on its Master List to have All Risk Insurance, and that RCS failed to demonstrate with an insurance certificate that it had or even has All Risk Insurance, this insurance requirement cannot simply be arbitrarily waived as it would leave the 22nd DAA completely bare for any lost revenue in the event the electronic payment system has a total failure. The 22nd DAA must follow its mandatory requirements and following its own rules for the RFP and must deem RCS’ proposal nonresponsive. Based on its mandatory provisions, the 22nd DAA should not have evaluated or scored RCS’ Proposal. This leaves All State who provided a certificate from its electronic payment provider as the highest scored Proposer.

A. The 22nd DAA’s Remaining Contentions That All State Did Not Meet The Minimum Qualifications Are Not Persuasive.

One of the grounds the 22nd DAA offers for All State lacking standing is that its Contractor Status Form is missing a date on which it was authorized to conduct business in California. However, on page 79 of its Proposal, All State submits a Certificate of Qualification from the State of California Secretary of State which clearly has this date. The 22nd DAA’s
argument is form over substance. All that the RFP requires is a California Certificate of Qualifications submitted with its Proposal which All State complied with. The fact that All State did not know that as a temporary operator of seven games it needed to be licensed in California prior to the Proposal is irrelevant. None of RCS’ game operators listed in its Proposal submitted evidence of licenses to conduct business in the State of California which is a requirement in the Minimum Qualifications. A check of the California Secretary of State website indicates none are in fact licensed in California. Apparently, the 22nd DAA had no issue with overlooking this failure to meet the minimum qualifications for the RCS Proposal, but somehow the fact that All State’s Contractor Status Form is not dated – even though a certificate date is provided – is somehow material. Such an argument demonstrates the 22nd DAA is arbitrarily applying the rules for mandatory requirements to fit the entity it wants to win. All State complied with the requirement to submit a certificate, and RCS did not. Yet, All State did not meet the minimum requirements but RCS did?

As clearly set forth in All State’s Proposal, All State was leasing Wade Shows FunTagg System (see page 10), who was responsible for setting it up and as described in the presentation for seeing that the system operated properly. However, Wade Shows was not doing business in the State of California, it was simply licensing its system to All State, the Proposer, which was the entity doing business in California and responsible for paying the taxes. The 22nd DAA has offered no authority that a licensee is considered to be doing business in California as opposed to the licensor and game operator.

RCS tries to argue that it did not have to comply with this mandatory requirement for a subcontractor to provide proof of being licensed in California because they are covered under the license and registration of RCS. Again, RCS provides no documentation to support this nor is it willing to make such a representation in a declaration under oath. In fact, on page 103 of RCS’ Proposal, RCS represents that its three subcontractors are “independent game concessionaires that contract with us on a full-time basis.” The Independent Operating Pre-Agreement shows each to be a business independent from RCS and that the independent business are legal owners of the equipment being contracted with RCS. (See, RCS Proposal, p. 109.) There is no support in RCS’ Reply that its subcontractors are under RCS’ license. Again, this licensing requirement is a mandatory provision that the 22nd DAA can simply not arbitrarily waive for RCS while requiring it from All State. Once the State describes its requirements in a solicitation, it must enforce those requirements. The State may not allow only one bidding party to deviate from the proposal specifications. (See, law set forth in All State’s written submission Section II.A.)

With respect to the contractor status requirements in Section 7.1, the 22nd DAA fails to address that RCS never submitted a corporate resolution authorizing Mr. Pickett to sign the RCS Proposal. Section 2.10 of the RFP states a copy of the corporate resolution authorizing the signing and the form must be attached, and under Section 7.1 the failure to include the corporate resolution means “the bid will be rejected as nonresponsive.” The 22nd DAA fails to explained why it did not reject RCS’ Proposal for this reason. RCS belatedly provides minutes of an
annual meeting for October 9, 2018, which does not establish that on November 1, 2019 Mr. Pickett was authorized to submit the Proposal. This is but another example of the 22nd DAA in fact not carefully following without deviation its own RFP. Another is the 22nd DAA excusing the requirement for RCS to submit letters of reference from events of similar size and scope to The Fair. The 22nd DAA allows RCS to meet the requirement by stating it provides services to the Houston Livestock Show and Rodeo who did not submit a letter of reference for RCS.

The 22nd DAA likewise attempts to argue that All State lacks standing when All State did not fully describe the relationship in detail between itself and each of its subcontractors providing services. The 22nd DAA does not argue that the lack of any agreement between All State and Wade Shows disqualifies All State from having its Proposal considered because, in fact, such a written agreement is not listed as a minimum pass/fail requirement in Section 3.2. Section 3.1 provides that any relationship between the Proposer and the subcontractor must be fully disclosed and include a copy of the written agreement. However, this is not a mandatory pass/fail requirement. All that Section 3.2 under the Minimal Qualification Requirements provides is that a document be provided that fully describes the relationship in detail between Proposer and every subcontractor. In no less than four separate places in All State’s RFP response, All State describes in full the relationship between All State and Wade Shows. This is listed in Sections 5.3.1 (A), 5.3.1 (C), 3.4 (G) and 3.2 (G) at pages 4, 10, 17, and 71. All State met the minimum qualifications by describing its relationship with Wade Shows which is that of a licensee of the FunTagg system acting in the capacity of a subcontractor.

B. The 22nd DAA’s Argument That All State Lacks Standing Because It Did Not Properly Submit A Conflict Of Interest Form Further Demonstrates The Arbitrary Nature In Which It Has Applied RFP Requirements.

The 22nd DAA argues that All State’s Proposal should be rejected because the last box on the Certificate Re California Government Code section 1090 for the disclosure of conflicts of interest was not checked. That box states, “if my status with regard to the above changes, I understand that I must notify the Contract Person listed on the cover of the RFP immediately.” By contrast, RCS on its 1090 Form did check the box which states, “I disclose the following relationships with and value received from and/or paid to persons listed on the attached page.” RCS checked this box indicating that it had known potential financial interest with directors, officers, officials, or employees in the 22nd DAA, but then failed to list that. The 22nd DAA brushes off this omission as being an inadvertently typographical error while claiming All State’s failure to check the box is disqualifying. If applying the RFP rules to one party but not another is not an arbitrary application of the rules, what is?

RCS’ failure to disclose financial conflicts of interest, however, cannot be so easily brushed off as a typographical mistake. The first box in the 1090 Form states that RCS has no known suspected family, or business relationships with any director, officer, official, or
employee of the 22nd DAA. The second box, however, is different and asked for disclosure of anything of value received from and/or paid to persons or directors, officers, officials, or employees of the 22nd DAA. The second box goes to the heart of the disclosure of potential financial interests prohibited by Government Code section 1090.

The fact that RCS is unwilling to state under oath that checking this box was a mistake and that it in fact has no disqualifying 1090 financial interest may indeed be material and important. The history of the award of the no-bid contract in 2019 to RCS described in detail in All State’s submission, which included declarations, exhibits, and emails obtained pursuant to the Public Record Act, establishes that checking this box was perhaps not as inadvertent as it may seem. In 2018, Chris Leavitt submitted a response to a RFP for a cashless digital ticketing system, which because of a protest on the grounds of All Risk Insurance, was never awarded. After the 2018 Fair season, as is established in Exhibit 17 and further elucidated in the Declaration of Adam West, Ben Pickett of RCS approached an employee of the 22nd DAA, Donna Ruhm, with a proposal for 22nd DAA to use RCS’ FunPass ticketing system in exchange for RCS being contracted for 100% of the carnival games. The 22nd DAA employee and Mr. Pickett then exchanged emails beginning on November 5, 2018, in which they – without any authority from the Board of Directors – began negotiating a contract. As pointed out in the November 5, 2018 email, Ms. Ruhm notes that RCS’ FunPass system would not otherwise be in operation during The Fair. That The Fair employee and RCS were also planning on signing the contract for RCS in 2020 is made clear in the November 7, 2018 email from Mr. Pickett to The Fair employee where he states “neither you or I know what the real gross will be in the first year, moving forward in 2020 we will have the data from 2019 to make good fair business decisions for all involved.” The “all involved,” however, did not include any of the other game operators who were eliminated in 2019 and are proposed to be eliminated in 2020.

The November 8, 2018 email within Exhibit 17 demonstrates the agreement entered into with RCS for 2019 which did not go through a competitive bidding process included a profit for RCS of $690,000 for the first year. For this first year, RCS would get 80% of the game locations with the minimum 25% rent. There was one problem, however, with this behind closed doors negotiation which excluded the 2018 proposers of cashless ticketing systems and the other game operators who were going to lose their contracts with The Fair. The problem was that The Fair was an Independent Midway which limited the number of game locations for a single-game operator to seven. (See, Exhibit 13.) In order for RCS to get 80% of the games in 2019, this requirement for being an Independent Midway had to be eliminated before such a contract could be awarded.

To justify the elimination of this policy that had been in place for over 30 years, Ms. Ruhm states in her memo that there has been a dramatic decline in the number of qualified applications received and that she anticipated the pool of applicants to be depleted. However, Ms. Ruhm conveniently failed to notify any of the pool of applicants, the game operators who were going to be losing their contracts because of this policy change, so that they could come to
the public meeting and speak to this significant change before the no-bid contract was awarded to RCS. As of the December 11, 2018 Board Meeting at which this change in the 30 year policy was going to be announced and voted on, none of the game operators knew of the change and that their game operations would be eliminated. (See, Declaration of Adam West.) With no one to speak to the item, the policy was changed with no public input and at the very same meeting, a contract was awarded to RCS without any competitive bid. The 22nd DAA Board was apparently as much in the dark as the game operators whose jobs were eliminated.

The question then naturally arises as to why an employee of the 22nd DAA would do such a thing? As demonstrated by Mr. Zaitshik’s Declaration, All State’s unsolicited offer of a $1 million signing bonus in exchange for 100% of the games, and the letter submitted by John Taggart in Exhibit 14 it was not because it would make more money from game operations. Mr. Taggart’s letter shows how The Fair will be losing money for awarding 100% of the games to RCS. Mr. West’s Declaration notes that while in 2019 he had only five of the 67 games, All State operated three of the top 10 games and paid the highest rental rate of any game vendor under the formula coming to $791 a rental foot while RCS who had a near monopoly of the games paid the 22nd DAA only $400 a rental foot. For a game with the same square footage, that means All State would have paid $36,000 to the 22nd DAA while RCS paid $18,000 and this would be for only one of 67 games! As stated in paragraph 9 of the Zaitshik Declaration, “by putting all the games in one hand, without financial guarantees from game revenue, the 22nd DAA is in danger of losing substantial revenue.”

If generating more revenue for the fair is not the reason for the change, what then explains Ms. Ruhm’s behavior? Neither Ms. Ruhm nor any employee of the 22nd DAA offers any declaration in opposition to the written Protest that in fact the 22nd DAA will not lose money and/or it did not lose money in 2019 by awarding a near monopoly, and now potentially a complete monopoly of all the game operations.

The explanation for this odd behavior lies squarely within the ambit of Government Code section 1090 which prohibits any employee or officer in a public agency who participates in the negotiations or making of a contract from having an interest in that contract, no matter how remote. (See, Lexin v. Superior Court (2010) 47 Cal.4th 1050; People v. Honig (1996) 48 Cal.App.4th 289, 315.) A recent California Supreme Court case, People v. Superior Court (Sahlobei) (2017) 3Cal.5th 230, now makes it clear that independent contractors such as RCS may also commit violations of Government Code section 1090. Independent contractors who are in a position to influence an agency’s contracting decisions or otherwise acts in the capacity that demands the public trust can also violate Government Code section 1090 if they have an interest in the contract being awarded. (Sahlobei, supra at pp. 240-241.) Clearly, under Government Code section 1090, RCS had an interest in the contract it was in a position to influence by its dealing with an employee of the 22nd DAA in 2019 as RCS ultimately was awarded the contract. This influence was not just for the 2019 RCS contract but also set the terms of the contract for the other 20% of the game operators in 2019 and are virtually the identical terms for the 2020
RFP except for in 2020 it was for 100% of games and with 26% as opposed to 80% with 24.5% to The Fair.

Once full consideration is given to the financial interests that may exist, RCS checking the box that it had financial interest to disclose may not have been inadvertent at all, possibly a Freudian slip? Without full-blown discovery unwinding the trail of an interest no matter how remote is difficult, but the fact that Government Code section 1090 may have required such a disclosure given the relationship between RCS and an employee of the 22nd DAA, cannot be said to be immaterial nor summarily dismissed. The Certificate of Compliance with Government Code section 1090 requires it be signed under penalty of perjury. Given RCS’ unwillingness to provide evidence under oath for its “mistake” as well as to other material issues, the failure to complete the 1090 certificate should be disqualifying.

C. The 22nd DAA Did Not Properly Exercise Its Discretion By Arbitrarily Disregarding And Failing To Consider The Effect Of The False And Misleading Statements In The RCS Proposal.

Section 7.0 of the RFP required RCS to complete and submit a Proposal/Contractor Status Form. This form required RCS to “list any civil or criminal litigation, administrative hearings currently pending or filed against Proposer’s organization, owners, officers or employees, within the last three years.” It required RCS to list the case number, causes of action, where the matter was pending, and the status of litigation. Both the 22nd DAA and RCS concede that RCS failed to disclose a large class action lawsuit filed against RCS for violating several provisions of the California Labor Code. A copy of the Second Amended Complaint filed on February 9, 2018 outlining the Labor Code violations against RCS is attached as Exhibit 28 and supplements the Notice of Judgment and Judgment attached as Exhibit 9 and entered on May 14, 2019.

Section 4.0 of the RFP is very clear that a Proposal may be rejected if “it contains false or misleading statements or references which do not support attributes or conditions contended by the Proposer. It further provides that the Proposal shall be rejected if the 22nd DAA determines, in its sole and absolute discretion, that the information is intended to mislead the 22nd DAA in its evaluation of the proposal…”

After submitting a convoluted explanation as to why it was not submitting declarations, RCS proceeds to make representations that are unequivocally contradicted by Court records of which DGS can take judicial notice.¹ RCS, not under oath or the penalty of perjury, states that the Moya v. Ray Cammack Shows lawsuit did not involve an employee of RCS and was settled in June of 2017, and that no judgment was entered. Attached as Exhibit 27 is the Second Amended Complaint filed on February 9, 2018 in the Los Angeles Superior Court. It clearly alleges that

¹ The 22nd DAA acknowledges this Protest should be decided under a preponderance of evidence standard. RCS’ self-serving statements in its Reply are not evidence.
defendants, including RCS, employed the plaintiff, Jose Moya, and that the President and CEO of RCS, Guy Leavitt caused the wage and hour violations and that he had the power to hire and fire employees, supervise and control employee work schedules, and the conditions of employment. RCS was undisputably a defendant in a lawsuit that was pending less than three years ago and it failed to disclose this lawsuit as required. Exhibit 9 clearly evidences that the Judgment was in fact entered on May 14, 2019 – six months before RCS submitted its Proposal. RCS’ representations in its Reply are as false as the failure to disclose the lawsuit in the first instance.

The reason why RCS likely did not disclose the lawsuit is that it directly reflected on its business practices of hiring foreign born workers under the Department of Labor’s H-2B Temporary Work Visa Program and then taking advantage of them by not paying wages as required by the California Labor Code. Attached as Exhibit 29 is the Final Approval of Class Action Settlement filed in the Moya v. Ray Cammack Shows matter on May 1, 2019. This court document is signed by the Superior Court judge who handled the case, Judge Amy Hogue. The Final Approval of Class Action Settlement states the plaintiffs Mr. Moya and Mr. Martinez were sued by their employers RCS, Guy W. Leavitt, Trinity Concessions, LLC, Joy Leavitt Pickett, and Ben Pickett for alleged wage and hour violations. The settlement signed by Judge Hogue states Ray Cammack Shows owns and operates a traveling carnival, Trinity Concessions is a food concessionaire that contracts its services with the carnivals and that Defendants employed workers under the Department of Labor’s H-2B Temporary Work Visa Program. This court document establishes that RCS’ Labor Code violations were significant, resulting in the Gross Settlement amount of $600,000.

Judge Hogue further noted in approving the settlement on page 5 that Class Council had provided detailed information regarding RCS’ approximate exposure including failure to pay overtime in the amount of $3,557,951.29, and with wage statement violations and waiting time penalties totaling $6,240,891.19. No wonder RCS did not want the 22nd DAA to know about this lawsuit settled just months before RCS submitted its Proposal.

The 22nd DAA tries to pass off the significance of this large class action lawsuit with a $6 million exposure for wage violations as a “single matter” omitted from a list perhaps due to the form lacking clarity or intent behind the use of the word “any.” The 22nd DAA speculates that while it is logical to interpret the word “any” to mean “all,” it is equally reasonable to assume the word “any” to mean something narrower and “this could have led to confusion.” Poppycock! Does the 22nd DAA really want DGS to believe that RCS omitted disclosing a recent judgment involving a $6 million exposure for wage violations because of confusion over the meaning of the word “any?” Would the 22nd DAA be making the same argument if All State omitted disclosing a potential multimillion dollar class action lawsuit?

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2 Ben Pickett signed the RCS Proposal.
Disregarding such a clear and self-evident, false and misleading statement by omission is arbitrary and capricious. One of the things that the 22nd DAA was to be evaluating and scoring is the staffing and management of the game operators. Yet, the 22nd DAA is unable to even acknowledge that had the evaluators, one of whom was an attorney, known about this omission that at a minimum RCS’ scoring would be lower. More than likely had an officer of the court known that RCS was hiding the fact that it was taking advantage of the H-2-B Visa program and then not paying wages in violation of California law, he would have considered such a material omission disqualifying.

D. RCS Misrepresented That The FunPass System Never Had A Total Failure.

The failure to disclose the wage and hour lawsuit was not the only false and misleading statements contained within RCS’ Proposal. In three separate sections of its proposal, RCS states it has never had a full failure of its FunPass System since its introduction in 2006, that it has been used over 13 years without a single major failure and that the FunPass System has never had a complete failure in the last 14 years of operations. These statements are false.

All State introduced declarations of two separate people who – based on their own personal recollection – document that RCS experienced a complete failure of its digital ticketing system within the time period represented by RCS. Alexander Martos states under oath that the system crashed for approximately three to five hours during which people were allowed to ride for free and paper tickets were then used until the system got back up. Drew Budimir likewise under oath stated there was a complete failure of the RCS system, that it went down for approximately three to five hours, and that paper tickets were used, just as stated by Mr. Martos. RCS in its Proposal acknowledges that when a complete failure occurs, paper tickets are used. (See, p. 120 of RCS’ Proposal, No. 3 “Complete Failure Plan.”)

RCS claims that the complete failure of its system never happened, but was unwilling to make this representation under oath and the penalty of perjury or state there was never a situation where it had to use paper tickets. The 22nd DAA acknowledges the standard of proof to be applied to the protest “is a preponderance of the evidence.” On this issue, RCS has offered no evidence because it is unwilling and has not contested All State’s evidence with counter declarations. As such, All State’s evidence must be accepted and RCS’ disregarded.

The 22nd DAA in disregarding evidence offered under oath and the penalty of perjury and accepting unsworn testimony is acting in an arbitrary matter. The 22nd DAA wants to disregard All State’s declarations because the witnesses are recalling events that occurred years ago. Persons testify all the time as to events that occurred years ago and the 22nd DAA offers no explanation as to why two separate people would both lie about such an incident or why DGS should accept RCS’ unsworn representations instead. Both witnesses state they were a manager of a large roller coaster ride, that RCS was using the FunPass System, a paperless ticketing

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3 The purpose of All Risk Insurance is to compensate The Fair for such losses.
system, and that it crashed and had a complete failure requiring the use of paper tickets. The 22nd DAA does not contest that RCS made the representations in its Proposal that in 13 years such a failure never occurred.

Messrs. Martos and Budimir were not employees of RCS and are not in the position to know what may have caused the complete failure, but they were unequivocal that it occurred and that people were allowed to ride for free, which would have caused losses to a fair that All Risk Insurance was designed to compensate. Choosing to simply brush aside this evidence where RCS offers no evidence to rebut it, would be an argument that would never stand up in a court of law should a party ask a trial judge do so in the context of a summary judgment motion or court trial. For the 22nd DAA to say unfurled evidence or false statements in the RFP should not be a factor in evaluating an award is a form of abuse of discretion. The 22nd DAA is not an advocate for one of the bidders but is to be an impartial judge when it comes to an award. Again, if the shoe was on the other foot and All State was caught making false statements about its system, is there any doubt what the reaction to that would have been?

IV. THE 22ND DAA’S RFP VIOLATES PUBLIC CONTRACT CODE SECTION 10339 THAT PROHIBITS AN AGENCY FROM DRAFTING A COMPETITIVE BIDDING DOCUMENT SUCH AS AN RFP IN A MANNER THAT LIMITS BIDDING DIRECTLY AND INDIRECTLY TO ANY ONE BIDDER

First, All State concedes the second argument in its written Protest letter that the 22nd DAA had to follow requirements of Volume 5 of the State Contracting manual for Informational Technology. It does appear that for whatever reason the 22nd DAA has the right to exempt themselves from the IT procurement requirements under Public Contract Code section 12100. While All State believes that the better practice would have been to follow the IT manual which would have flushed out the inherent conflict of interest in RCS accounting for revenues generated by both the games and the rides which are subject to different percentage requirements, and then also being the recipient of those monies, there is apparently nothing that DGS can do about this.

In responding to the IT manual issues, the 22nd DAA represents “that contrary to All State’s position, no vendor was asked to handle payments paid in connection with the sale of digital tickets.” This was not All State’s position. The 22nd DAA does handle the sales of the digital ticketing system. All State’s point was that RCS controls its operations and that scanners for rides and scanners for games are calibrated to a different percentage. As pointed out in paragraph 13 of the Zaitshik Declaration and in paragraph 8 of Mr. West’s Declaration, rides pay 48% of the gross to The Fair and games pay a different much lower percentage. As a result, scanners can be switched from the higher revenues to the lower producing ones and there is nothing in the RFP that address the conflict of RCS accounting for the different percentages of revenue that it gets paid given it operates both rides and games. It does not make financial and ethical sense to put someone in the position where there is such a big potential for conflict of
interest or fraud where the operator controlling the system is also responsible for calculating and allocating revenue that it will get paid. Had the 22nd DAA submitted its RFP to DGS’ IT Department and followed the IT procedures such a conflict would have certainly been flagged and addressed. However, the 22nd DAA had the ability to exempt itself from Volume III of the State Contracting manual and choose not to take advantage of DGS’ expertise in the IT arena.

A. Public Utilities Code Section 10339.

In response to All State’s position, the 22nd DAA claims the RFP did not require any vendor to own both carnival games and the digital ticketing systems. It asserts the RFP was written for the broadest audience possible and the fact that All State submitted a Proposal that demonstrates competition exists. The flaws in the 22nd DAA arguments are easily dispensed with.

As clearly stated by All State, it submitted a Proposal as it was required to exhaust administrative remedies in order to, if necessary, challenge an award to RCS pursuant to PCC section 10339 in a forum where All State would be able to issue subpoenas, do discovery and question persons under oath, and the penalty of perjury. All State was under no illusions that the RFP was written to RCS’ barcode technology and the fact that it was proposing a RFID based system using the state-of-the-art Near Field Communication “tap and go” technology would result in its Proposal being rejected. As pointed out by Mr. Zaitshik beginning at paragraph 16 of his declaration, the 22nd DAA’s scoring was completed based upon the scorers’ expectation and experience with the barcode system which RCS operated in 2019 without going through any competitive procurement process. This of course gave RCS an unfair competitive advantage, both in responding to the RFP because of its inside knowledge from operating the system in 2019, but also in setting the scorer’s expectations because their experience was only with RCS’ barcode base system which requires connectivity to operate and is labor-intensive. Unlike the barcode system, there are many solutions to pay for a RFID system using NFC technology that would be “no cost to the 22nd DAA” which could spread the cost amongst all the users and/or the public to make it “no cost” to the 22nd DAA. However, by not going out to bid for the 2019 Fair and instead giving the contract to RCS, the 22nd DAA set the scorers expectations to what they were already familiar with. Except for the attorney who was on the Board, all the scorers worked at The Fair when the RCS barcode system was in use.

That the RFID technology was not being called for in RFP 19-04 is readily apparent by comparing the 2018 RFP with the 19-04 RFP. Gone from the 19-04 RFP is a reference to RFID technology and in its place is multiple references to the barcode technology used by RCS’ FunPass. While the 22nd DAA asserts that the RFP was written for the broadest audience possible, the exact opposite is true. The 22nd DAA narrowed the field. The two parties who used RFID technology and submitted bids in 2018 did not submit bids for the 19-04 RFP. The 2018 responders were not blind, they could read RFP 19-04 and readily see that it was written for RCS’ FunPass technology and not theirs. The fact that RCS’ FunPass system was already shown
on the 22nd DAA’s website for the 2020 Fair before any Proposals were due sent a very clear signal, do not waste your time and money in submitting a Proposal.

With its written statement, All State submitted the declaration of a 40 year carnival operator who is familiar with the FunPass system, used it in the past, and was well aware that it was no longer the state-of-the-art and that a more reliable “tap and go, cashless payment system” such as used for all toll roads in California and by smart phone companies was available. The tap and go systems do not use barcodes. The Zaitshik Declaration cites three specific instances in the RFP which established that it was written to the RCS barcode system. The 22nd DAA and RCS nowhere refute this evidence because they cannot. The requirement to scan barcodes from a mobile device and to have the data reside on the Proposer’s servers makes little sense since all the electronic payment systems like Apple, Facebook and eBay now use more advanced NFC technology and that banks and these companies all now operate on cloud-based systems that do not reside on local servers. Ms. Mueller and Mr. Ceragioli both offer declarations stating they assisted in the preparation of the RFP yet nowhere in their declarations do they refute much less address the evidence offered by All State that the RFP was drafted specifically for RCS’ barcode technology.

Interestingly, while the 22nd DAA submits declarations from Ms. Mueller and Mr. Ceragioli, no declaration from Ms. Ruhm is offered to dispute the history of how RCS ended up with a no-bid contract in 2019 which could only have been awarded after waiving the policy essential to operating an Independent Midway which limits the number of game operators for any single operator to seven. No explanation is offered as to why in making this significant policy departure, Ms. Ruhm did not notify the game operators, many of whom are family-owned businesses, that the Board was going to consider replacing them by giving 80% of the games to RCS. No explanation was offered as to why the 22nd DAA could not afford its own digital ticketing system despite the fact that it had in excess of $40 million in revenue and the 22nd DAA initially awarded a bid in 2018 for a cost of $372,000. Given All State with five games out of 67 operated three of the top 10 games and generated for the 22nd DAA almost double the rental income of RCS (West Declaration, ¶ 2) obviously something more was going on than drafting an RFP “for the broadest audience possible.”

The 22nd DAA’s representation that the RFP “did not require any vendor to own both carnival games and the digital ticketing system” is clearly disingenuous. As Mr. Zaitshik points out, there is only one operator in the business that owns a digital ticketing system, owns the majority of the games on their own midway, and plays enough large events to qualify for the RFP. Mr. Zaitshik points out that there are only three operators that meet the “similar in size and scope” requirements, but for various reasons neither operate most of their own games nor do they have a subcontractor with the exception of All State that could meet the required 75% of games requirement in the RFP. This as he points out leaves only one operator who fits perfectly into the minimum criteria, RCS.
During the presentations, Mr. Ceragioli asked a very odd question. (See, All State’s Presentation, pp. 80-82.) It was if All State is awarded the RFP does it plan on filing a protest anyways? The question was of course irrelevant to the purpose of the presentation which was to explain the parties’ Proposal and systems. Yet, Mr. Ceragioli knows full well why he asked the question. RCS already owns it’s FunPass system and as noted in Exhibit 17 (email of November 5, 2018) this FunPass system would not otherwise be in use during The Fair where RCS operates both rides and games. RCS can afford to offer a “free” digital ticketing system as a loss leader because unlike any other responder, RCS does not have to “pay” for a digital ticketing system out of game operating revenues. RCS has a built in financial advantage because out of its retained revenue after paying the 22nd DAA, its does not have to pay a partner for their digital ticketing system. This creates a clear disensetive for a Proposer who has to partner and makes the award marginally if at all profitable for a game operator who does have to pay.

This explains why the more logical choice of spreading the cost of paying for the digital ticketing system to both the game and ride operators was not included as part of the RFP. Since RCS is also the largest ride operator at the fair, if some other Proposal were to in fact win, RCS would still be able to use the system for free and not have to pay for it out of ride revenues. How convenient.

B. Public Utilities Code Section 100 et seq.

Sadly, where the award of a RFP for 100% of the games to RCS is headed is to a system which does not maximize revenue from game operations, but instead to a monopoly antithetical to the free market system of competition that competitive bidding is designed to take advantage of. In an ironic statement of candor, Ms. Ruhm notes in the November 20, 2018 memorandum that one of the “cons” to eliminating the Independent Midway system is that “without proper oversight of vendor selection monopolies can occur.” (See, Exhibit 13.) This is true, without DGS oversight of the RFP award an anti-competitive monopoly will be established which will result in reduction of revenues to the 22nd DAA.

When RCS had at least limited competition in 2019 from an operator like All State, RCS produced for the 22nd DAA only the equivalent of $400.00 per square foot versus the $791.00 per square foot by All State. For just one game with the same square footage this is a difference of $36,000 versus $18,000. There are 67 games on The Fair Midway!

The 22nd DAA correctly states that the competitive procurement process is not for the benefit of the individual bidders and that the “letting of contracts by a governmental entity necessarily requires an exercise of discretion guided by the consideration of the public welfare.” All State agrees. The 22nd DAA is not properly exercising its discretion when it ignores the fundamental principles embodied in Public Contract Code section 100 which requires the code to be interpreted, constructed and administered fairly and reasonably with sole reference to the public interest. The public interest is not served by arbitrarily waiving the requirements
for All Risk Insurance, or by not insuring compliance with Government Code section 1090 or by
permitting a governmental entity to write a RFP so narrowly that it limits bidding directly or
indirectly to anyone one bidder. The DGS should grant this Protest for no other reason than the
public interest will not be served by allowing the 22nd DAA to make an award which will
produce less revenue for the governmental entity by eliminating competition in the free market
for the sole benefit of one bidder.

Respectfully submitted,

[Signature]

John S. Moot
Of
SCHWARTZ SEMERDJIAN
CAULEY & MOOT LLP

JSM:Inc
In Re Allstate 38, Inc.'s Rebuttal to the 22nd DAA and RCS Replies to All State's Written Statement in Support of its Protest to Request for Proposal 19-04

Bid Protest No. 20-001

DECLARATION OF JOHN S. MOOT

I, John S. Moot, declare and state as follows:

1. I am a partner at the law firm of Schwartz Semerdjian Cauley and Moot LLP. Our firm has been retained by All State 38, Inc. ("All State") with respect to matters pertaining to the 22nd DAA.

2. On January 17, 2019 an attorney at our office, Sarah Brite Evans, made a Public Records Act Request asking for documents from the 22nd District Agricultural Association. With All State’s rebuttal and attached as Exhibit 26 is a true and correct copy of the email exchange between Michael Ceragioli and Chris Leavitt pertaining to a protest of RFP 18-02 produced in response to the Public Records Act Request.

3. Attached with the Rebuttal as Exhibit 27 is a true and correct copy of the insurance requirements of the California Fair Services Authority ("CFSA") obtained from Mario Castagnola, Risk Analyst at CFSA, outlining the insurance requirements for CFSA. The referenced coverages do not mention All Risk Insurance. Also included with Exhibit 27 are the Insurance Requirements from the 22nd DAA’s handbook from CFSA which likewise did not reference All Risk Insurance.

4. Attached with the Rebuttal as Exhibit 28 is a true and correct copy of the Second Amended Complaint filed on February 19, 2018 in Moya v. Ray Cammack Shows, et al. Also attached as Exhibit 29 is the Final Approval of Class Action Settlement filed May 1, 2019 in the Moya v. Ray Cammack Shows, et al. case signed by the Honorable Amy D. Hogue.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 21st day of February 2020 in San Diego, California.

John S. Moot
EXHIBIT 26
To: Michael Ceragioli <mceragioli@sdfair.com>
Subject: Fwd: RFP 18-02 RFID System for a Ticketless Midway and Cashless Games

See reply below:

Hello Michael,
Thanks for the update and keeping me posted on the process. I look forward to hearing the results soon.

In regards to the updated question. We have been in contact with the insurance provider and they have a question we need to understand the answer. What metric will you be using in order to calculate the lost income for any given day? It would appear it could be a broad spectrum, thus the question from the insurance company.

If you can provide a better understanding of what the baseline looks like for calculating the costs, we can get an answer back to you pretty quickly.

Best regards

Chris,

Thank you for your patience during this unanticipated lengthy evaluation process. I am happy to report that the evaluation of proposals is nearly completed.

The Panel has asked me to submit to you one last question:

In the case, the RFID system you have proposed suffers a complete failure during the Fair including redundancies and backup systems, that is not related to the utility grid or an act of god. The District assumes, Cashless Events would be responsible for any loss of quantifiable revenue. We also assume, Cashless Events would be responsible for any loss of revenue resulting from a system hacking or some sort of cyber security attack. Are we correct in these assumptions? Will your insurance carrier cover these described losses and what are the coverage limits? Lastly, has this ever happened before?

We look forward to your response, no later than 5:00pm March 21, 2018.

Thank you again for your patience.

Respectfully,
EXHIBIT 27
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 be not less than $5,000,000 per occurrence for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); $5,000,000 per occurrence for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; $3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; $3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; $2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; $2,000,000 per occurrence for the following Motorized
events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **$1,000,000 per occurrence** for Rodeo Events All Types without any Rough Stock Events; **$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

b. **Automobile Liability** - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. **Workers’ Compensation** - Workers’ Compensation coverage shall be maintained covering contractor/renter’s employees, as required by law.

d. **Medical Malpractice** - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. **Liquor Liability** - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. **Cancellation Notice**: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. **Certificate Holder**:
   - For Individual Events Only - Fair, along with fair’s address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. **Insurance Company**: The company providing insurance coverage must be
acceptable to the California Department of Insurance.

7. **Insured:** The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. **General Provisions**

1. **Maintenance of Coverage** - The contractor/renter agrees that the commercial general liability (and automobile liability, workers’ compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. **Primary Coverage** - The contractor/renter’s insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. **Contractor’s Responsibility** - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter’s operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude

Revised Eff. January 3, 2020
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.
INSURANCE REQUIREMENTS

1. EVIDENCE OF COVERAGE

The Contractor/Renter/Sponsor shall provide a signed original evidence of insurance coverage for the Term of the Agreement protecting the legal liability of the State of California, District Agricultural Association, County Fairs, City Fairs, or Counties in which County Fairs are located, Lessee/Sublessee if fair site is leased/subleased, Claro Parks, or California Exhibition and State Fair, their directors, officers, agents, servants and employees, from occurrences related to or arising out of operations under the Agreement, which East forth the insurer, policy number, policy term, and liability limits. All such insurance shall be written in form and underwritten by companies approved by the 22nd District Agricultural Association ("District") and acceptable to the California Department of Insurance. This may be provided by:

A. INSURANCE CERTIFICATE - Contractor/Renter/Sponsor provides the District with a signed original certificate of insurance (the ACORD form is acceptable), duly transmitted, which sets forth the following:

1. List An Additional Insured Endorsement: "The State of California and the 22nd District Agricultural Association, the San Diego County Fair, their agents, directors, officers, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of commencement/expiration and expiration of this insurance. For individual events, the specific event dates must be listed, along with all setup and tear down dates.

3. Coverage:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Services Office (ISO) policy form ISO 001. Contractor/Renter/Sponsor shall at all times maintain an effect bodily injury and property damage liability insurance with policy limits in the minimum amount of $5,000,000 combined single limits per occurrence for Public Liability.

b. Automobile Liability - Commercial Automobile Liability coverage, on an occurrence basis, at least as broad as the current ISO policy form ISO 001, Symbol 1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving extensive use of Contractor/Renter/Sponsor vehicle (such as, trucks or other licensed vehicles) on District premises.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained whenever Contractor/Renter/Sponsor has employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $2,000,000 per occurrence shall be maintained for contracts involving medical services.

4. Certificate Holder:

a. For Individual Events Only - District, along with District's address, is listed as the certificate holder.

b. For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 4776 Tribute Road, Suite 100, Simi Valley, CA 93065, is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The Contractor/Renter/Sponsor must be specifically listed as the insured.

B. California Fair Services Authority (CPSA) Special Events Liability Insurance - The Contractor/Renter/Sponsor purchasing special events liability insurance through the District, when applicable.

C. Master Certificate - A master certificate of insurance for the Contractor/Renter/Sponsor has been approved by and is on file with CPSA.

D. Self-Insurance - The Contractor/Renter/Sponsor is self-insured and acceptable evidence of self-insurance has been approved by the District and CPSA.
EXHIBIT 28
Jose Moya, individually and on behalf of all employees similarly situated;

Plaintiff,

v.

Ray Cammack Shows, Inc., Guy W. Leavitt, Trinity Concessions LLC, Joy Leavitt Pickett, Ben Pickett, and Doe One through and including Doe Ten,

Defendants.

Case No.: BC601897

(Consolidated with BC634333)

[PROPOSED] SECOND AMENDED COMPLAINT

[CLASS ACTION]

Hon. John Shepard Wiley Jr.
Dept. 311


3. Cal. Lab. Code §§ 226(a), (e)—Failure to Provide Paystubs


COMES NOW Plaintiffs, and for their causes of action against Defendants, alleges:

PARTIES AND JURISDICTION

1. Plaintiff Jose Moya ("Moya") is an individual who, during the time periods relevant to this Complaint, was employed in California by Defendants Ray Cammack Shows, Inc., Guy W. Leavitt, Trinity Concessions LLC, and Joy Leavitt Pickett, and Ben Pickett. Plaintiff Alejandro Martinez ("Martinez") is an individual who, during the time periods relevant to this Complaint, was employed in California by Defendants Ray Cammack Shows, Inc., Guy W. Leavitt, Trinity Concessions LLC, and Joy Leavitt Pickett, and Ben Pickett.

2. Defendant Ray Cammack Shows, Inc. ("Ray Cammack Shows") was and is a corporation doing business in the State of California, including the County of Los Angeles.

3. Defendant Guy W. Leavitt was and is the President, Chief Executive Officer, and Director of Ray Cammack Shows. Guy W. Leavitt was and is doing business in the State of California, including the County of Los Angeles.

4. Defendant Trinity Concessions LLC ("Trinity Concessions") was and is a limited liability company doing business in the State of California, including the County of Los Angeles.

5. Defendant Joy Leavitt Pickett was and is an Owner and the President of Trinity Concessions. Joy Leavitt Pickett was and is doing business in the State of California, including the County of Los Angeles.

6. Defendant Ben Pickett was and is an officer and/or owner of Trinity Concessions. Ben Pickett was and is doing business in the State of California, including the County of Los Angeles.

7. At all relevant times herein, Defendants served as the employer of Plaintiffs and
class members. Defendants employ, in California, many employees at any given time and experience
high employee turnover.

8. Plaintiffs bring this claim on behalf of themselves and all others similarly situated as a
class action and representative action.

9. Plaintiffs are ignorant of the true names and capacities of the Defendants sued herein as
Does One through Ten, but Plaintiffs will seek leave to amend this Complaint to allege their true names
and capacities once they are ascertained. Upon information and belief, Plaintiffs make all
allegations contained in this Complaint against all of the Defendants, including Doe One through Ten.

FACTUAL BACKGROUND

10. This Complaint asserts claims against Defendants for violations of California Labor
Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1198, and 2802, and violations of the
California Business and Professions Code section 17200 et seq.

11. Defendants employ non-exempt workers at carnivals at various locations in California.

12. Defendants employed Moya for parts of each year in the years 2012 through 2015.

13. Defendants employed Martinez for parts of each year in the years 2005 through 2015.

14. All employees are subject to identical or nearly identical policies and procedures related
to employee compensation. Defendants’ systematic and companywide policies originating at the
corporate level were a cause of the illegal practices.

14. In his capacity as President, Chief Executive Officer, and Director of Ray Cammack
Shows, Guy W. Leavitt caused the wage and hour violations alleged herein. Guy W. Leavitt, acting
within the scope of his agency, exercised control over the wages, hours, or working conditions of
employees, and engaged, suffered, or permitted employees to work without proper compensation under
the Labor Code. Guy W. Leavitt had the power to hire and fire employees, supervise and control
employee work schedules and conditions of employment, and determine the rate and method of payment
to Plaintiffs and class members.

15. In her capacity as Owner and President of Trinity Concessions, Joy Levitt Pickett and
Ben Pickett caused the wage and hour violations alleged herein. Joy Levitt Pickett and Ben Pickett,
acting within the scope of their agency, exercised control over the wages, hours, or working conditions
of employees, and engaged, suffered, or permitted employees to work without proper compensation
der under the Labor Code. Joy Levitt Pickett and Ben Pickett had the power to hire and fire employees,
supervise and control employee work schedules and conditions of employment, and determine the rate
and method of payment to Plaintiffs and class members.

16. Defendants’ employees are paid an hourly wage and entitled to receive overtime.

17. Defendants’ employees are similarly situated in that Defendants failed to provide them
with all required meal and rest periods, failed to pay them all minimum wages and/or overtime
compensation, failed to provide paystubs, failed to reimburse for expenditures or losses in discharge or
duties, and failed to timely furnish them with a final paycheck encompassing all unpaid earned wages
following separation of employment.

18. The right to meal and rest periods has been codified in sections 226.7 and 512 of the
California Labor Code. At all relevant times mentioned herein, section 226.7 provided:

a. No employer shall require any employee to work during any meal or rest period
mandated by an applicable order to the Industrial Welfare Commission.

b. If any employer fails to provide an employee a meal period or rest period in
accordance with an applicable order of the Industrial Welfare Commission, the employer
shall pay the employee one additional hour of pay at the employee’s regular rate of
compensation for each work day that the meal or rest period is not provided.


19. Employers are required to schedule meal periods before the end of the fifth hour of work.

At all times relevant herein, the applicable Commission wage order, codified in the California Code of
Regulations, provided, in relevant part:

11. Meal Periods

(A) No employer shall employ any person for a work period of more than five
(5) hours without a meal period of not less than 30 minutes, except that when a work
period of not more than six (6) hours will complete the day’s work the meal period may
be waived by mutual consent of the employer and the employee.

(B) An employer may not employ an employee for a work period of more than ten
(10) hours per day without providing the employee with a second meal period of not less
than 30 minutes, except that if the total hours worked is no more than 12 hours, the
second meal period may be waived by mutual consent of the employer and the employee
only if the first meal period was not waived.

(C) Unless the employee is relieved of all duty during a 30 minute meal
period, the meal period shall be considered an “on duty” meal period and counted as time
worked. An “on duty” meal period shall be permitted only when the nature of the work
prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

(E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

12. Rest Periods

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.


20. On several occasions, Plaintiffs and class members were not provided with meal periods.

21. Defendants’ employees were required to forego their meal periods or their meal periods were interrupted and discontinued in order to continue working.

22. Plaintiffs and class members were not provided a second 30-minute meal period despite working on occasion more than ten hours in a workday.

23. Rest breaks were frequently not provided.

24. Defendants’ employees were not provided an additional hour of pay for each workday that the meal period and/or rest break was not properly provided. The failure of Defendants to pay employees for missed meal and rest periods systematically violated the mandatory requirements of sections 226.7 and 512 of the California Labor Code and the applicable Industrial Welfare Commission wage order, codified in the California Code of Regulations. As a result, Defendants’ employees were routinely denied proper compensation for missed meal and rest periods.

25. Defendants’ practice violates section 1198 of the California Labor Code, which provides:
The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.


26. At all relevant times mentioned herein, section 510(a) of the California Labor Code provides, in part:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.


27. Defendants paid Plaintiffs a rate of pay that was a flat rate. Plaintiffs worked overtime hours without payment of proper overtime compensation as required by California state wage and hour laws. Plaintiffs worked more than eight hours in one workday and/or more than 40 hours in a workweek but did not receive overtime pay.

28. Guy W. Leavitt, Joy Levitt Pickett, and Ben Pickett are liable for the damages under Labor Code section 510 because they were acting on behalf of an employer who violated Labor Code section 510 and/or caused Labor Code section 510 to be violated.

29. Labor Code section 558 enables workers to seek statutory penalties for Labor Code violations from "[a]ny employer or other person acting on behalf of an employer".

30. Section 1194 of the California Labor Code provides:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.


31. Defendants' failure to compensate Plaintiffs and class members for all hours worked was
in violation of the California Labor Code sections 510 and 1194.

32. At all relevant times mentioned herein, section 226 of the California Labor Code provides, in pertinent part:

(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing... (2) total hours worked by the employee...(5) net wages earned...(7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or any employee identification number other than a social security number may be shown on the itemized statement...(9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

(e) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney’s fees.

Cal. Lab. Code § 226(a), (e).

33. Plaintiffs contend that Defendants’ failure to provide timely itemized wage statements accurately showing total hours worked by each class member entitles class members to the damages specified by section 226 of the California Labor Code.

34. Consequently, pursuant to section 226(e), Defendants owe each class member damages for each pay period in which Defendants failed to provide the mandated wage statements.

35. Employers are required to reimburse their employees for uniforms and mileage expenses for traveling between facility locations and/or to jobsites. At all relevant times herein, section 2802 of the California Labor Code provides:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.


36. Defendants’ employees were routinely required to travel both off the clock and in their
vehicles without being properly reimbursed.

37. Plaintiffs were discharged on or about August 4, 2015. In light of Defendants’ failure to pay wages timely, to pay wage premiums for missed meal and rest periods, and to pay minimum wages and overtime compensation, Defendants willfully failed to pay wages promptly upon employees’ termination or resignation.

38. California Labor Code sections 201 and 202 provides that employees must receive wages earned and unpaid promptly upon termination or resignation. At all relevant times mentioned herein, the relevant portion of section 201(a) of the California Labor Code provided: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Cal. Lab. Code § 201(a).

39. At all relevant times mentioned herein, the relevant portion of section 202(a) of the California Labor Code provided: “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable no later than 72 hours thereafter.” Cal. Lab. Code § 202(a).

40. At relevant times mentioned herein, section 203 of the California Labor Code provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202 and 202.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action therefore is commenced; but the wages shall not continue for more than 30 days.


41. Because Plaintiffs and class members who were separated from their employment did not receive wage premiums for missed meal and rest periods, did not receive all due minimum wage and/or overtime compensation, and did not receive all their final wages at the time required by California Labor Code sections 201-202, Plaintiffs and class members are entitled to continuing wages under Labor Code section 203.

42. In violation of California’s wage and hour laws, Defendants routinely denied their non-exempt employees, like Plaintiffs and class members, statutorily-mandated: (a) compensation for
overtime; (b) compensation for minimum wages; (c) meal and paid rest periods; (d) reimbursement for
business expenses; and (e) accurate itemized wage statements.

43. Defendants' conduct of willfully failing to pay wages earned and unpaid, promptly upon
Plaintiffs' termination, violates the California Labor Code and also constitutes unfair competition and
unlawful, unfair, and fraudulent acts and practice within the meaning of section 1700 et seq. of the
California Business and Professions Code.

44. Defendants engaged in systematic and uniform payroll practices with respect to their
employees that were unlawful, unfair and deceptive to them.

45. The net effect of Defendants' policy and practice is that they willfully failed to pay wage
premiums on account of missed meal and rest periods, and that Defendants failed to timely pay
minimum wages and overtime in order to save payroll costs.

CLASS ACTION ALLEGATIONS

46. Plaintiffs bring this action individually and as a class action.

47. The class members are defined as follows: full-time traveling employees of Ray
Cammack Shows and/or Trinity Concessions during the period four years before the filing of the
Complaint through the date of the filing of a motion for class certification in the case.

48. Plaintiffs reserve the right to modify the class definition after further discovery.

49. Plaintiffs contend Defendants, as to each class member, failed to provide break wage
premiums, minimum wages, overtime compensation, timely itemized wage statements accurately
showing total hours worked, reimbursement for business expenses, and timely payment of final wages.

50. Plaintiffs contend that the failure of Defendants to make wage payments within the time
provided by section 201, and/or 202 of the California Labor Code has been and is "willful" within the
meaning of section 203 of the California Labor Code and that, accordingly, each class member is
entitled to the continuing wages provided for by section 203.

51. Numerosity. The number of class members is great, believed to be in excess of 40
current and former employees. It therefore is impractical to join each class member as a named plaintiff.
Accordingly, utilization of a class action is the most economically feasible means of determining the
merits of this litigation.
52. **Ascertaintability.** Despite the size of the proposed classes, the class members are readily ascertainable through an examination of the records that Defendants are required by law to keep.

53. **Commonality.** Common questions of fact and of law predominate in the class member’s claims over individual issues regarding the money owed to each class member. The questions include, but are not limited to, the following:

   a. Whether Defendants’ policies and practices described in this Complaint were and are illegal.

   b. Whether Defendants failed to pay break wage premiums to their employees in violation of sections 226.7 and 512 of the California Labor Code.

   c. Whether Defendants failed to pay minimum wages to their employees in violation of section 1194 of the California Labor Code.

   d. Whether Defendants failed to pay overtime wages to their employees in violation of section 1194 of the California Labor Code.

   e. Whether Defendants failed to provide timely itemized wage statements accurately showing total hours worked by their employees, to their employees in violation of section 226(a), (e) of the California Labor Code.

   f. Whether Defendants failed to reimburse their employees for uniforms and mileage expenses for traveling between facility locations and/or to jobsites in violation of section 2802 of the California Labor Code.

   g. Whether Defendants failed to pay all wages in a timely fashion upon each and every employee’s discharge from or resignation of employment in violation of sections 201 and/or 202 of the California Labor Code.

   h. Whether Defendants’ conduct constitutes unlawful, unfair, or fraudulent business practices.

   i. Whether Defendants’ conduct constitutes unfair competition.

   j. Whether their employees are entitled to restitution as a result of Defendants’ conduct of not providing employees with all wages earned and unpaid promptly upon termination or resignation.
54. **Community of Interest.** There is a well-defined community of interest in the questions of law and fact common to the class members.

55. **Typicality.** Plaintiffs’ claims are typical of the claims of the class members, which claims all arise from the same general operative facts, namely, Defendants did not compensate their employees as required by sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1198, and 2802 of the California Labor Code, California Code of Regulations, and the applicable Commission wage order. Plaintiffs have no conflict of interest with the other class members and is able to represent the class members’ interests fairly and adequately.

56. **Superiority.** A class action is a superior method for the fair and efficient adjudication of this controversy. The persons within the class are so numerous that joinder of all of them is impracticable. The disposition of all claims of the members of the class in a class action, rather than in individual actions, benefits the parties and the Court. The interest of the class members in controlling the prosecution of separate claims against Defendants is small when compared with the efficiency of a class action.

57. **Adequacy of Representation.** The Representative Plaintiffs in this class action are adequate representatives of the class, in that the Representative Plaintiffs’ claims are typical of those of the class and the Representative Plaintiffs have the same interest in the litigation of this case as the class members. The Representative Plaintiffs are committed to vigorous prosecution of this case and has retained competent counsel experienced in litigation of this nature. The Representative Plaintiffs are not subject to any individual defenses unique from those conceivably applicable to the class as a whole.

58. **Manageability.** Although the number of class members is great, believed to be in excess of 40 current and former employees, the matter is manageable as a class action and the data required to establish liability and prove damages is readily available, and almost all of it is available in computerized databases.

59. In addition to asserting class-action claims, pursuant to California Business and Professions Code section 17200 *et seq.*, Plaintiffs assert a claim on behalf of the general public. Plaintiffs seek to require Defendants to pay restitution of all monies wrongfully obtained by it through their unfair, unlawful, and/or deceptive business practices. A representative action is
necessary and appropriate because Defendants have engaged in the wrongful acts described herein as a general business practice.

**FIRST CAUSE OF ACTION**

(Cal. Lab. Code §§ 226.7, 512—Failure to Provide Meal Periods and Rest Breaks)

(On Behalf of Plaintiffs and Class Members)

60. Plaintiffs re-plead, re-allege, and incorporate by reference each and every allegation set forth in this Complaint.

61. Plaintiffs and class members were not provided time to take all required meal periods and rest breaks during their work shifts.

62. Accordingly, Plaintiffs and class members are entitled to compensation of at least one hour of pay for each workday during which they were not provided the proper meal period and at least one hour of pay for each workday during which they were not provided the proper rest break.

**SECOND CAUSE OF ACTION**

(Cal. Lab. Code §§ 510, 1194—Failure to Pay Minimum Wage and Overtime)

(On Behalf of Plaintiffs and Class Members)

63. Plaintiffs re-plead, re-allege, and incorporate by reference each and every allegation set forth in this Complaint.

64. Failure of an employer to pay its employees the legal minimum wage and/or the legal overtime compensation applicable to the employer violates, *inter alia*, sections 510 and 1194 of the California Labor Code. Pursuant to Labor Code sections 204, 216, 225.5, 226.6, 1194, and 1199, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the applicable wage orders.

65. During the relevant time period, Defendants failed to pay Plaintiffs and class members their minimum wages and overtime compensation due and owing to them, and thereby violated sections 510, 515(d), 1174, 1194, 1197, and 1197.1 of the California Labor Code. Defendants are also liable for interest under California Labor Code section 218.6. Defendants violated California Labor Code section 218.5 in violation of Plaintiffs’ legal rights as set forth herein, allowing for attorney fees for any action relating to non-payment of wages.
Accordingly, Plaintiffs and class members are entitled to recover their unpaid minimum wages and overtime wages in an amount to be established by proof, liquidated damages under section 1194.2 of the California Labor Code, and Plaintiffs are entitled to costs and attorney fees as provided for in section 1194 of the California Labor Code.

THIRD CAUSE OF ACTION
(Cal. Lab. Code § 226—Failure to Provide Paystubs)
(On Behalf of Plaintiffs and Class Members)

67. Plaintiffs re-plead, re-allege, and incorporate by reference each and every allegation set forth in the preceding paragraphs of this Complaint.

68. Defendants failed to provide Plaintiffs and class members with paystubs that conform to the requirements of section 226 of the California Labor Code. Accordingly, Plaintiffs and members of the putative class are entitled to the damages specified by section 226(e) of the California Labor Code.

FOURTH CAUSE OF ACTION
(Cal. Lab. Code § 2802, Indemnification for Expenditures or Losses in Discharge of Duties)
(On Behalf of Plaintiffs and Class Members)

69. Plaintiffs re-plead, re-allege, and incorporate by reference each and every allegation set forth in the Complaint.

70. Plaintiffs and class members were required by Defendants to use their own funds for uniforms and expenses associated with traveling to and/or between jobsites.

71. Defendants have not reimbursed Plaintiffs and class members for these expenditures.

72. Plaintiffs and class members are therefore entitled to be paid damages in accordance with California Labor Code section 2802.

FIFTH CAUSE OF ACTION
(Cal. Lab. Code §§ 201, 202, 203—Failure to Pay Final Wages Timely)
(On Behalf of Plaintiffs and Class Members)

73. Plaintiffs re-plead, re-allege, and incorporate by reference each and every allegation set forth in this Complaint.

74. At all times herein relevant, Labor Code sections 201 and 202 provided that employees
must receive wages earned and unpaid promptly upon termination or resignation.

75. Because Defendants have willfully failed to pay wages earned and unpaid promptly upon termination or resignation, Defendants are liable for continuing wages under Labor Code section 203.

76. Plaintiffs and class members are therefore entitled to continuing wages from the date on which their final wages were due until the date on which Defendants make payment of the wages, not to exceed thirty days.

SIXTH CAUSE OF ACTION

(Violations of Section 17200 et seq. of the California Business and Professions Code)

(On Behalf of Plaintiffs and Class Members)

77. Plaintiffs re-plead, re-allege, and incorporate by reference each and every allegation set forth in this Complaint.

78. Plaintiffs suffered direct harm from the illegal business practices herein alleged.

79. Beginning at an exact date unknown to Plaintiffs, Defendants have committed acts of unfair business practice as defined in Business and Professions Code section 17200 et seq. by engaging in the following acts and practices: (1) failing to pay their employees break wage premiums in accordance with sections 226.7 and 512 of the California Labor Code, California Code of Regulations, and the applicable Commission wage order; (2) failing to pay their employees minimum wage and overtime compensation in accordance with sections 510 and 1194 of the California Labor Code, California Code of Regulations, and the applicable Commission wage order; (3) failing to provide timely itemized wage statements accurately showing total hours worked by their employees in accordance with 226 of the California Labor Code; (4) failing to reimburse their employees for uniforms and mileage expenses for traveling between facility locations and/or to jobsites in accordance with section 2802 of the California Labor Code; and (5) requiring their employees to work without paying wages earned and unpaid promptly upon termination or resignation, in violation of California Labor Code sections 201 and 202.

80. Defendants' violation of the applicable wage order is in contravention of state law and, consequently, constitutes an unlawful business act or practice within the meaning of Business and
Professions Code section 17200 et seq.

81. Labor Code section 90.5(a) articulates the public policy of this State to enforce minimum labor standards vigorously.

82. Through the wrongful and illegal conduct alleged herein, Defendants have acted contrary to the public policy of this State.

83. As a result of Defendants' violations of the Unfair Competition Law, they have unjustly enriched themselves at the expense of their employees.

84. To prevent this unjust enrichment, Defendants should be required to make restitution to their employees, as identified in this Complaint (and as will be identified through discovery into Defendants' books and records).

85. Plaintiffs request that the Court enter such orders or judgments as may be necessary to restore to any person in interest any money that may have been acquired by means of such unfair practices, as provided in section 17203 of the California Business and Professions Code.

86. In other words, Plaintiffs and the other employees are entitled to restitution of their unpaid wages and damages improperly withheld by Defendants as such funds should be distributed to the individuals who are rightfully entitled to such monies.

87. Plaintiffs are "persons" within the meaning of section 17204 of the California Business and Professions Code, and have standing to bring this claim of relief.

88. Pursuant to section 17203 of the California Code of Civil Procedure, Plaintiffs request restitution of all sums obtained by Defendants in violation of section 17200 et seq. of the California Business and Professions Code for the period of time from the four years preceding the filing of the Complaint.

89. The named Plaintiffs are persons who have suffered damage as a result of Defendants' unlawful actions herein alleged. The actions of Defendants herein alleged are in violation of statute, the applicable wage order and in contravention of established public policy, and, accordingly, a court order compelling it to make restitution is a vindication of an important public right. The extent to which Defendants have been unjustly enriched as a result of their unlawful and unfair business practices is a matter that can be ascertained by examination of the payroll and accounting records that Defendants are
required by law to keep and maintain and that Defendants have kept and maintained.

90. Defendants' conduct, as alleged herein, has been deleterious to Plaintiffs and other employees. Plaintiffs' efforts in securing the requested relief will result "in the enforcement of an important right affecting the public interest." Cal. Civ. Proc. Code § 1021.5. Moreover, because "the necessity and financial burden of private enforcement . . . are such as to make [an attorney's fee] award appropriate, and [because attorney's] fees should not in the interest of justice be paid out of the recovery, if any," id., Plaintiffs request that the Court also award reasonable attorney fees pursuant to the provisions of section 1021.5 of the California Code of Civil Procedure.

91. Pursuant to section 17205, the remedies and penalties provided by section 17200 et seq. are cumulative to the remedies and penalties available under all other laws of this state.

SEVENTH CAUSE OF ACTION

(Cal. Lab. Code § 2699, Civil Penalties)

(On Behalf of Plaintiffs and Class Members)

92. Plaintiffs re-plead, re-allege, and incorporate by reference each and every allegation set forth in this Complaint.

93. Pursuant to California Labor Code section 2699.3(a)(1), on November 30, 2015, Plaintiff Jose Moya gave written notice by certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendant, of the specific provisions of the California Labor Code alleged to have been violated. Attached hereto as Exhibit 1 is a true and correct copy of the November 30, 2015, letter.

94. California Labor Code section 2699.3(a)(2)(A) provides:

The agency shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation within 60 calendar days of the postmark date of the notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may commence a civil action pursuant to Section 2699.

Cal. Lab. Code § 2699.3(a)(2)(A). Plaintiffs have not received notice from the LWDA that it intends to investigate. Accordingly, Plaintiffs may commence a civil action pursuant to section 2699.

95. Section 2699(f) of the California Labor Code provides for civil penalties for violations of the California Labor Code, for which a specific civil penalty is not provided, which here includes, inter
alia, sections 201-204, 226.7, 1174.5, 1194, and 1198, and the applicable wage order of the Commission.

96. Section 558 of the Labor Code provides for civil penalties for violations of sections 510 and 512 of the Labor Code, including an amount sufficient to recover underpaid wages due Plaintiffs and other class members. Section 2699(f) of the California Labor Code provides for civil penalties for violations of the California Labor Code, for which a specific civil penalty is not provided, which here includes, inter alia, sections 201-204, 226.7, 1174.5, 1194, and 1198, and the applicable wage order of the Commission.

97. Plaintiffs and class members are entitled to recover for violations of the California Labor Code, including, inter alia, sections 201-204, 226.7, 1174.5, 1194, and 1198, and the applicable wage order of the Commission, one-hundred dollars ($100) for each aggrieved employee per pay period for each initial violation and two-hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by California Labor Code section 2699(f)(2)).

98. Section 2699(a) provides that civil penalties may be “recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.” Cal. Lab. Code § 2699(a). Section 2699(g) provides that an employee who prevails in a civil action under section 2699 shall be entitled to an award of reasonable attorney fees and costs.

99. The State of California, Plaintiffs and class members are, therefore, entitled to civil penalties, attorney fees and costs, according to proof.

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. That, with respect to the First Cause of Action, it be adjudged that the Defendants’ failure to provide Plaintiffs and class members proper meal periods and rest breaks entitles them to one additional hour of pay for each day a meal period was missed, in an amount according to proof, and one additional hour of pay for each day a rest period was missed.

2. That, with respect to the Second Cause of Action, it be adjudged that the Defendants’ failure to provide Plaintiffs and class members their unpaid overtime wages and/or minimum wages entitles Plaintiffs and class members damages in an amount according to proof, interest thereon, reasonable attorney fees, and cost of suit.

3. That, with respect to the Third Cause of Action, it be adjudged that the Defendants’
failure to provide Plaintiffs and class members with paystubs that conform to the requirements of section 226 of the California Labor Code entitles Plaintiffs and class members damages in an amount according to proof, interest thereon, reasonable attorney fees, and cost of suit.

4. That, with respect to the Fourth Cause of Action, this Court enter judgment in favor of Plaintiffs and class members in an amount according to proof, interest thereon, reasonable attorney fees and costs of suit.

5. That, with respect to the Fifth Cause of Action, it be adjudged that the Defendants' failure to make payment of wages to Plaintiffs and class action members within the time prescribed by sections 201 and/or 202 of the California Labor Code was "willful" within the meaning of section 203 of the California Labor Code entitles Plaintiffs and class action members damages in an amount according to proof, interest thereon, reasonable attorney fees, and cost of suit.

6. That, with respect to the Sixth Cause of Action, it be adjudged that the Defendants' violations of sections 201, 202, 203, 226, 226.7, 510, 512, 558, 1194, 1198, and 2802 of the California Labor Code, violates section 17200 et seq. of the California Business and Professions Code. Accordingly, Plaintiffs request that the Court order Defendants to pay restitution in the form of underpaid compensation for minimum wages and overtime compensation, underpaid compensation for missed meal periods and rest periods, and continuing wages unlawfully retained by Defendants, with interest. Plaintiffs further request that Defendants further be enjoined to cease and desist from unlawful and/or unfair activities in violation of Business and Professions Code sections 17200 et seq., pursuant to section 17203. Finally, Plaintiffs request that the Court award Plaintiffs their reasonable attorney fees and costs incurred in the prosecution of the Sixth Cause of Action pursuant to section 1021.5 of the California Code of Civil Procedure.

7. That, with respect to the Seventh Cause of Action, it be adjudged that the State of California, Plaintiffs, and Class Members be awarded civil penalties, attorney fees, and costs, according to proof and pursuant to California Labor Code sections 2698 et seq.

8. In addition to such other damages as may properly be recovered herein, Plaintiffs are entitled to recover prevailing party attorney fees and costs pursuant to Code of Civil Procedure section 1021.5.
9. For such further relief as the Court may order.

Plaintiffs request a trial by jury as to all causes of action.

Dated: January 25, 2018

Briana Kim, PC
Law Office of Jonathan Ricasa

[Signature]

Briana M. Kim
Jonathan Ricasa
Attorneys for Plaintiffs
Jose Moya and Alejandro Martinez
PROOF OF SERVICE

I am attorney for the plaintiffs herein, over the age of eighteen years, and not a party to the within action. My business address is Law Office of Jonathan Ricasa, 15760 Ventura Boulevard, Suite 700 Encino, California 91436. On February 9, 2018, I served the within documents: SECOND AMENDED COMPLAINT.

I caused a true and correct copy of the foregoing document(s) to be sent to the parties listed on the Electronic Service List maintained by CaseHomePage based on a court order.

I caused such to be delivered by e-mail to:

N/a.

I am readily familiar with the Firm’s practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

N/a.

I declare under penalty of perjury that the above is true and correct. Executed on February 9, 2018, at Encino, California.

Jonathan Ricasa
EXHIBIT 29
Final Approval of Class Action Settlement  
Department SSC-7  
Hon. Amy D. Hogue  

Case No.: BC601897  
Hearing: April 29, 2019

Contingent on class counsel providing (1) information regarding Class Counsel’s fee splitting agreement and Plaintiffs’ written consent thereto; (2) a modified, proposed order indicating that unclaimed funds will be directed to the Controller for the State of California to be held pursuant to the Unclaimed Property Law; and (3) a separate judgment containing the class definition, full release language, and a statement that no Class Members opted out of the settlement by May 9, 2019, the Court GRANTS final approval of the settlement and awards/approves the following:

(1) $240,000 for attorney fees to Class Counsel, Brianna Kim, PC and Law Office of Jonathan Ricasa; (2) $23,800.27 for attorney costs to Class Counsel; (3) $20,000 for enhancement awards to the class representatives [$10k x 2]; (4) $9,000 (75% of $12,000 PAGA penalty) to the LWDA; and (5) $8,039 for claims administration costs to Phoenix Settlement Administrators, Inc.

BACKGROUND

Plaintiffs Jose Moya and Alejandro Martinez sue their former employers, Defendants Ray Cammack Shows, Inc., Guy W. Leavitt, Trinity Concessions, LLC, Joy Leavitt Pickett, and Ben Pickett, for alleged wage and hour violations. Ray Cammack Shows owns and operates a traveling carnival. Trinity Concessions is a food concession owner that contracts its services with the carnivals. Defendants employed workers under the Department of Labor’s H-2B Temporary Work Visa Program.

Plaintiffs filed their initial class action complaint in the Los Angeles Superior Court on November 20, 2015. Plaintiffs’ operative Second Amended Complaint (“SAC”), filed on February 9, 2018, asserts causes of action for the following violations: (1) Meal and Rest Period Violations; (2) Minimum Wage and Overtime Violations; (3) Failure to Provide Paystubs; (4) Indemnifications for Expenditures or Losses in Discharge of Duties; (5) Waiting Time Penalties; (6) Disgorgement of Profits; and (7) Penalties under PAGA.

On September 19, 2016, Ray Cammack and Trinity filed a lawsuit against Moya, Martinez, and non-parties Berrelleza and Amanda Garcia for the following: assault and battery; defamation; fraud; negligent misrepresentation; breach of contract; breach of implied covenant of good faith and fair dealing; and aiding and abetting. The lawsuit is titled Trinity Concessions, LLC v. Jose Angel Gastelum Moya, Case No. BC634333 (“Trinity action”) and was filed in the Los
Angeles Superior Court. Defendants alleged, among other things, that Moya threw his plastic name badges at Joy Pickett, Trinity's owner. Defendants also alleged that Moya and Martinez falsely told their lawyers that they were jointly employed by Ray Cammack and Trinity. The Trinity action was consolidated with the Moya action. Defendants have agreed to dismiss the Trinity action as part of the Settlement.

Following the exchange of discovery, the parties completed two formal mediations before independent third-party mediators. On September 28, 2015, the parties attended mediation with Michelle A. Reinglass with Judicate West. The case did not settle at the mediation, and the parties continued preparing for trial and submitting briefs to the court. Then on June 8, 2017, the parties attended a full day of mediation with the Hon. Carl J. West (Ret.) with JAMS. After the mediation, Judge West facilitated further discussion and the eventual settlement. The parties subsequently executed a long-form Settlement Agreement, a copy of which was filed with the Court.

The Court granted preliminary approval to the Settlement, as amended, on April 23, 2018. On January 15, 2019, the case was transferred from the Hon. John Shepard Wiley and reassigned to the Hon. Amy D. Hogue.

Now before the Court is the motion for final approval of the Settlement Agreement.

**SETTLEMENT CLASS DEFINITION**

"Class" shall mean all full-time traveling carnival employees of the Defendants who worked at locations within the State of California during the Class Period, whose names are reflected on the attached Exhibit 3. (Settlement Agreement ¶2)

- "Class Period" means November 20, 2011 continuing through and including April 2, 2018. (¶7)
- The Parties stipulate to class certification for settlement purposes only. (¶43)
- There are 434 putative Class Members. (Declaration of Elizabeth Kruckenber ¶4.)

**TERMS OF SETTLEMENT AGREEMENT**

The essential terms are as follows:

- The Gross Settlement Amount ("GSA") is $600,000, non-reversionary. (¶16)
- The Net Settlement Fund ("Net") ($294,250) is the GSA minus:
  - Up to $240,000 (40%) for attorney fees (¶50);
  - Up to $24,000 for attorney costs (ibid.);
  - Up to $20,000 for service awards to the two class representatives [$10,000 x 2] (¶8);
    - Defendants expressly reserve the right to oppose Plaintiffs' applications for service payments. (¶48)
  - Up to $12,750 for claims administration costs (¶28); and
  - Payment of $9,000 (75% of $12,000 PAGA penalty) to the LWDA (¶53).
- Employer payroll taxes will be paid separate and apart from, and in addition to, the MSA. (¶39)
• There is no claims process. Class members will receive a settlement payment unless they opt-out.

• Response Deadline. "Objection/Exclusion Deadline" means the date 45 days following the date upon which the Settlement Administrator first mails Notice to the Class Members. If a second mailing to any Class Member is required as a result of the initial mailing being returned as undeliverable, the Objection/Exclusion Deadline for those Class Members only, who shall be sent a second mailing, will be extended by 15 days (i.e., 60 days from first mailing) irrespective of when the first mailing was returned as undeliverable. (¶20)
  o If 10% or more of the Class Members opt out of the Settlement, Defendants may rescind the agreement. (¶79)

• Calculation of Individual Payment Amounts. The Individual Settlement Payments shall be calculated as follows: The Net Settlement Fund shall be divided by the number of Total Work Weeks for the Class Members to arrive at the amount per Work Week payable to each Settlement Class Member for each Work Week. The Individual Settlement Payment will be calculated by multiplying the Settlement Class Member’s Work Weeks by the amount per Work Week. (¶59)
  o Tax Allocation. Payments to Class Members will be allocated 1/5 to wages and 4/5 to penalties and interest. (¶40)

• Each Settlement Class Member shall have 180 days from the date checks are mailed by the Settlement Administrator to cash the check. In the event that any such checks mailed remain uncashed after the expiration of the 180-day period, or an envelope mailed to a Settlement Class Member is returned and no forwarding address can be located for that individual after reasonable efforts have been made, then any such funds shall be sent to the California Unpaid Wage Fund, in the Settlement Class Members' names to be held as unclaimed property for the benefit of the affected Settlement Class Members. (¶66)

• Phoenix Settlement Administrators, Inc., will perform settlement administration. (¶27)

• Settlement Class Members' Release of Released Claims against Defendants and Released Parties: It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all Released Claims. Plaintiffs and all Settlement Class Members stipulate and agree that, upon the Effective Date, they shall be deemed to have, and by operation of the Court's Final Order and Judgment shall have, on behalf of themselves and their heirs, executors, administrators, and assigns, fully released, discharged, and covenanted not to sue Defendants and all other Released Parties, and each of them, from any and all Released Claims. (¶68)
  o "Released Claims" means all claims and causes of action that have been asserted, or that could have been asserted, based on or arising from the facts or allegations pleaded in the Complaint in the Litigation, whether in an individual or representative capacity, including all wage and hour claims, claims for minimum wages and other unpaid wages, overtime, other compensation, off-the-clock work, failure to provide meal periods, failure to authorize or permit rest periods, wage statement violations, failure to provide pay Stubs, record keeping
violations, unreimbursed business expenses, uniforms, mileage, travel expenses, deductions from pay checks, claims under the Private Attorneys General Act of 2004, waiting time penalties, wage theft, conversion, interest, damages, penalties, liquidated damages, restitution, other equitable relief, and attorneys' fees and costs, and the related-provisions of the California Labor Code (including California Labor Code Sections 201-204, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.6, 226.7, 510, 512, 515, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698 et seq.), California Business & Professions Code Sections §§ 17200 and California Code of Civil Procedure § 1021.5. The Released Claims thus include claims that have been pleaded or that could have been asserted by the Settlement Class Members based on the facts or allegations set forth in the Complaint filed by Plaintiffs in the Litigation, including claims against Defendant under state or local wage and hour laws, ordinances, or regulations, including claims under the California Labor Code, Wage Order Nos. 5-2001 and 10-2001, the Private Attorneys General Act of 2004, the California Civil Code, and the California Business & Professions Code, for relief of any nature arising during the Class Period. With respect to the Settlement Class Members who cash their settlement check, the Released Claims shall also include any and all claims under the Fair Labor Standards Act, including without limitation, claims under 29 U.S.C. §§ 206, 207 216, or that could have been asserted based on the facts alleged in the lawsuit under federal law that arise from the allegations pled in this lawsuit. (¶25)

- "Released Parties" collectively means: (i) Defendants; (ii) Defendants' respective past, present and future parents, subsidiaries and affiliates, predecessors, successors and assigns; (iii) the past present and future shareholders, members, directors, owners, officers, agents, representatives, employees and the predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the foregoing with respect to the Released Claims. (¶24)

- Class Representatives additionally provide a general release and §1542 waiver. (¶¶ 71-76.)

ANALYSIS OF SETTLEMENT AGREEMENT

A. **Does a presumption of fairness exist?**

1. **Was the settlement reached through arm's-length bargaining?** Yes. Class Counsel represents on June 8, 2017, the parties attended a full day of mediation with the Hon. Carl J. West (Ret.) with JAMS. After the mediation, Judge West facilitated further discussion and the eventual settlement. (Declaration of Briana Kim ISO Final ¶29.)

2. **Were investigation and discovery sufficient to allow counsel and the court to act intelligently?** Yes. Plaintiffs Moya and Martinez filed four discovery motions seeking the production of documents and further responses to written discovery, which the Court granted. (Id. at ¶16.) In preparation for settlement negotiations, Class Counsel reviewed payroll data
that consisted of information pertaining to the number of days worked by employees per week, and the amounts they were paid per week. Class Counsel also reviewed payroll summaries, wage statements, new hire forms, and forms filed with the U.S. Citizenship and Immigration Services and U.S. Department of Labor. (Id. at ¶18.)

3. **Is counsel experienced in similar litigation?** Yes. Class Counsel is experienced in class action litigation. (Id. at ¶¶ 2-9.)

4. **What percentage of the class has objected?** No objectors. (Kruckenberg Decl. ¶9.)

**CONCLUSION:** The settlement is entitled to a presumption of fairness.

**B. Is the settlement fair, adequate, and reasonable?**

1. **Strength of Plaintiff’s case.** “The most important factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.” (Kollar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.)

   Class Counsel has provided detailed information, summarized below, regarding Defendant’s approximate exposure on each of the alleged class claims:

<table>
<thead>
<tr>
<th>Violation</th>
<th>Maximum Exposure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Failure to Pay Overtime</td>
<td>$3,557,951.29</td>
</tr>
<tr>
<td>Meal and Rest Break Violations</td>
<td>$23,957.24</td>
</tr>
<tr>
<td>Reimbursement</td>
<td>De minimus</td>
</tr>
<tr>
<td>Wage Statement Violations</td>
<td>$124,399.18</td>
</tr>
<tr>
<td>Waiting Time Penalties</td>
<td>$1,650,583.48</td>
</tr>
<tr>
<td>Wage Statement Violations</td>
<td>$884,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,240,891.19</strong></td>
</tr>
</tbody>
</table>

(Kim Decl. ISO Final ¶¶ 20-27.)

   Class Counsel obtained a gross settlement valued at $600,000, which is 10% of Defendant’s maximum exposure, which given the uncertain outcomes, is within the “ballpark of reasonableness.”

2. **Risk, expense, complexity and likely duration of further litigation.** Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. **Risk of maintaining class action status through trial.** Even if a class is certified, there is always a risk of decertification. (Weinstat v. Dentsply Intern., Inc. (2010) 180 Cal.App.4th 1213, 1226 [“Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.”].)

4. **Amount offered in settlement.** As noted, Defendants have agreed to the settlement amount of $600,000. If deductions are taken in the requested amounts, approximately $299,160.73 will remain for automatic distribution to class members who do not opt
out. Payments to the 434 Participating Class Members will average $689.31
[$299,160.73 ÷ 434 = $689.31].

5. **Extent of discovery completed and stage of the proceedings.** As indicated above, at the
time of the settlement, Class Counsel contends it had conducted sufficient discovery.

6. **Experience and views of counsel.** The settlement was negotiated and endorsed by class
counsel who, as indicated above, is experienced in class action litigation, including wage
and hour class actions. Class Counsel is of the opinion that the Class Settlement is fair,
adequate, and reasonable. (Motion ISO Final at 8:1-5.)

7. **Presence of a governmental participant.** This factor is not applicable here.

8. **Reaction of the class members to the proposed settlement.**
   Number of class members: 434 (Kruckenberg Decl. ¶4.)
   Number of notice packets mailed: 434 (ld. at ¶6.)
   Number of undeliverable notices: 32 (ld. at ¶7.)
   Number of opt-outs: 0 (ld. at ¶8.)
   Number of objections: 0 (ld. at ¶9.)
   Number of Participating Class Members: 434 (ld. at ¶11.)
   Average individual payment: $689.31 (ld. at ¶12.)
   Highest estimated payment: $2,063.31 (Ibid.)
   Lowest estimated payment: Not Provided

C. **Attorney Fees and Costs**

Class Counsel requests an award of **$240,000** (40%) in fees and **$23,800.27** in costs. (Kim
Decl. ISO Final ¶¶36, 45.) The Settlement Agreement provides for fees up to $240,000 and
costs up to $24,000 (¶50); the class was provided notice of the requested awards, and no Class
Member objected. (Kruckenberg Decl. ¶9 and Ex. A.)

“Courts recognize two methods for calculating attorney fees in civil class actions: the
lodestar/multiplier method and the percentage of recovery method.” (Wershba v. Apple
Restoration Hardware, Inc. (2018) 4 Cal.5th 260.) Here, class counsel requests attorney fees
using the percentage method. (Kim Decl. ISO Final ¶36.) In common fund cases, the Court may
employ a percentage of the benefit method, as cross-checked against the lodestar. (Laffitte v.
Robert Half Int’l, Inc. (2016) 1 Cal.5th 480, 503.) The fee request represents 40% of the gross
settlement amount, which is above the average generally awarded in class actions. (See In re
Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 558, fn. 13 [“Empirical studies show that,
regardless whether the percentage method or the lodestar method is used, fee awards in class
actions average around one-third of the recovery.”].)

Class Counsel has also provided information, summarized below, from which the
lodestar may be calculated:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Hours</th>
<th>Rate</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briana Kim, PC</td>
<td>319.5</td>
<td>$500</td>
<td>$159,750.00</td>
</tr>
<tr>
<td>Law Office of Jonathan Ricasa</td>
<td>304.85</td>
<td>$500.00</td>
<td>$152,425.00</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>624.35</strong></td>
<td><strong>$500.00</strong></td>
<td><strong>$318,175.00</strong></td>
</tr>
</tbody>
</table>

(Kim Decl. ISO Final ¶35.)
The hourly rates and hours worked both appear to be reasonable. The unadjusted lodestar is higher than counsel’s percentage-based fee request and would require application of a negative multiplier of .85.

Here, the $240,000 fee request represents a reasonable percentage of the total funds paid by Defendant. Notice of the fee request was provided to class members in the notice packet and no one objected.

Fee Split. Need Info

As for costs, Class Counsel is requesting $23,800.27. This is slightly less than the $24,000 cap in the Settlement Agreement ¶40, for which Class Members were given notice. Class Counsel represents it incurred actual costs in the amount of $23,800.27. (Kim Decl. ISO Final ¶45.) The actual costs incurred by each firm comprising Class Counsel are broken down as follows:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Briana Kim, PC</td>
<td>12,885.22</td>
</tr>
<tr>
<td>Law Offices of Jonathan Ricaza</td>
<td>$10,915.05</td>
</tr>
<tr>
<td>Totals</td>
<td>$23,800.27</td>
</tr>
</tbody>
</table>

(ibid.)

The costs listed include Mediation ($6,320), Filing Fees ($4,310), and Interpreter Services ($825). (Kim Decl. ISO Final at Ex. A-9; Ricaza Decl. ISO Final at Ex. B-6.) The costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the recommendation is to award $240,000 for attorneys’ fees and $23,800.27 for attorneys’ costs.

D. Incentive Award to Class Representative

Class Counsel requests enhancement payments of $10,000 for Plaintiffs Jose Moya and Alejandro Martinez [$20,000 total]. (Kim Decl. ISO Final ¶46.) Defendant has filed an objection specifically to the approval of these awards, as discussed below.

Plaintiff Jose Moya represents that he contributed to this litigation as follows: corresponding with Class Counsel, either in person or via phone, on at least nineteen different occasions; preparing for his deposition and traveling to Riverside to attend his deposition; reviewing the transcript of his deposition testimony; and searching for and providing relevant documents to Class Counsel. (Declaration of Jose Moya ¶¶ 5-8.) In total, Mr. Moya estimates that he has devoted approximately 80 hours to activities relating to this litigation. (Id. at ¶3.)

Plaintiff Martinez worked for Defendants from approximately February 2006 to July 2015. (Declaration of Alejandro Martinez ¶2.) Mr. Martinez represents that he contributed to this action as follows: consulting with Class Counsel, either via phone, email, or in-person, on at least 25 occasions; providing insight into Defendant’s operations and employment practices; helping to locate other potential class representatives; producing all documents relating to his employment with Defendant; and reviewing the Settlement Agreement. (Id. at ¶¶ 3-4.) In total, Mr. Martinez estimates that he has devoted approximately 60 hours to activities relating to this litigation. (Id. at ¶3.)
Defendant argues that these awards should not be granted for the following reasons: (1) Defendant has agreed to dismiss the separate pending lawsuit, previously consolidated with the instant lawsuit, alleging claims for assault and battery against Moya; and (2) Defendants have agreed that Moya and Martinez retain the right to continue to pursue their worker’s compensation claims. (Defendant’s Response at 2:6-21.)

Class Counsel has filed a Reply, which provides additional support for the requested awards. In summary, Class Counsel argues as follows: (1) The class representatives have participated extensively in the action since its inception; Defendant does not dispute this; (2) Moya was subject to Defendant’s threat of sanctions. While Defendant withdrew their motion after Plaintiff’s filed an opposition, Moya should be compensated for the risk he incurred; (3) after choosing to be class representatives, Moya and Martinez were sued by Defendants in a separate lawsuit alleging assault, battery, and defamation; (4) class representatives has obtained a substantial benefit on behalf of the class; and (5) The class representatives both came to the United States on H-2B visas to work for Defendants, and they have had to travel throughout the course of this lawsuit to and from Mexico to participate in various aspects of this case. (Plaintiff’s Reply at 2:2-28.)

Based on the above, the recommendation is to grant the requested $10,000 awards to Plaintiffs Jose Moya and Alejandro Martinez [$20,000 total].

E. Claims Administration Costs

The claims administrator, Phoenix Settlement Administrators, Inc. is asking for $8,039 for costs of administering the settlement. (Kruckenberg Decl., ¶15.) This is less than the estimated cost of $12,750 provided for in the Settlement Agreement (¶C.1.h), and disclosed to Class Members in the Notice (Salinas Decl. at Ex. A.)

Based on the above, the recommendation is to award costs in the requested amount of $8,039.

The Court requires the administrator to file a declaration, on or before February 21, 2020, confirming that all funds were distributed in accordance with this Order. The Court sets a non-appearance case review re final distribution on February 27, 2020, at 10:00 a.m.

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AMY D. HOGUE

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