



## **REQUEST FOR PROPOSAL PACKAGE**

### **MASTER FOOD & BEVERAGE CONCESSIONAIRE AGREEMENT**

**RFP 2024-2027 FOOD, BEVERAGE, AND ALCOHOLIC BEVERAGE SERVICES  
for the  
1-A District Agricultural Association  
Cow Palace**

**Date Issued: March 27, 2023**

**Allison Keaney, CEO  
Cow Palace, 1-A DAA  
2600 Geneva Avenue  
Daly City, CA 95404  
ceo@cowpalace.com**

## TABLE OF CONTENTS

PART I	Definitions _____	1
PART II	General Information & Rules _____	2
PART III	Statement of Work to be Performed _____	9
PART IV	General Agreement Provisions _____	19
PART V	Format and Content Requirements _____	21
PART VI	Evaluation Criteria and Selection Process _____	26
PART VII	Proposal Forms and Exhibits _____	29

### RFP Attachments (Information/Forms/Policies for Proposal Submission & Evaluation):

- 1) Proposer's Information and Status Form
- 2) Financial Offer Form
- 3) Facility/Capital Improvement Plan
- 4) Affidavit Form
- 5) Score Card
- 6) Schedule of Dates for Submissions and Processing
- 7) Historical Data from Past Grand National Rodeos and Interim Events

### RFP Exhibits (Contract Conditions):

- |           |  |
|-----------|--|
| Exhibit A | Cow Palace Map with Concession Locations |
| Exhibit B | Example of Service Agreement & License   |
| Exhibit C | Insurance Requirements                   |
| Exhibit D | Alcohol Management                       |
| Exhibit E | Excluded Events                          |
| Exhibit F | Facility Equipment                       |

## **PART 1: DEFINITIONS**

**ASSOCIATION:** Refers to the Cow Palace, a District Agricultural Association (1-A) operating under the governance of the California Department of Food and Agriculture, charged with the management of the Cow Palace facility and promoter of the annual Grand National Rodeo and Jr. Livestock Show.

### **ASSOCIATION**

**CEO:** Refers to the Manager of the Association.

**RFP:** Request for Proposal.

**PROPOSER:** The individual, company, or organization submitting the proposal.

**RESPONSIVE:** Proposals that meet the criteria outlined in the RFP.

**RESPONSIBLE PROPOSER:** Proposer who has the capability in all respects to perform fully the agreement requirements and the integrity and reliability to assure good faith performance.

**LICENSEE:** The Proposer awarded an agreement as a result of this RFP process.

**FACILITIES:** Various parts of the Cow Palace premises described in this RFP.

**GROSS RECEIPTS, GROSS SALES OR GROSS REVENUES:** As used herein, means all monies or money equivalent or payable to the Licensee for sales made or services rendered at or from the premises from any source related to this agreement, whether collected or uncollected, whether reported by seller or not reported, whether for cash or credit, it being understood, however, that such term shall not include any sales tax or other admission or amusement tax imposed by any governmental entity and collected by Licensee nor does it include certain gratuities received, collected or provided by Licensee for the benefit of its employees.

## **PART II: GENERAL INFORMATION & RULES**

### **A. REQUEST FOR PROPOSALS (RFP)**

The Association, in releasing this RFP, intends to award an agreement for a period of four (4) years (2024, 2025, 2026, 2027) for the provision of food, non-alcoholic beverage, and alcoholic beverage concession services for all arena events (rodeo and non-rodeo). **The term of the service agreement will begin January 1, 2024 and end December 31, 2027.**

### **B. BACKGROUND**

#### **1. PURPOSE**

The Association is seeking proposals for providing quality food, non-alcoholic, and alcoholic beverage concession services for designated year-round events to include:

- (a) Association produced Grand National Rodeo;
- (b) Designated public and private events, hosted by outside producers or organizers, at which food, non-alcoholic beverages, and alcoholic beverages, are sold.

#### **2. HISTORY**

The Cow Palace has been in existence for over 82 years. It is an historic venue and has been the home of numerous sports teams, (Warriors, Sharks, Bulls) music performances (Beatles, Elvis, Elton John, Journey, Metalica, U2, Prince, to name a few) family entertainment (Ringling Brothers, Disney on Ice, the Great Dickens Christmas Fair) an exhibitions (Golden Gate Kennel Club dog show, San Francisco Sports and Boat Show, Impalas Low Rider show) and the signature event, the annual Grand National Rodeo and Jr. Livestock Show. The Cow Palace is entering its new era as a highly popular setting for showcasing educational, cultural, artistic, entertainment and recreational programs for the residents of San Francisco and San Mateo counties, as well as providing a major draw for out-of-town visitors and providing community response in emergencies. Following are the key venues:

- (a) The annual Grand National Rodeo and Jr. Livestock Show is a main attraction for locals and out of town guests. Average attendance is 14,000. The professionally produced, PRCA sanctioned rodeo draws contestants and spectators from across California, and adjacent states. Hundreds of young exhibitors and their families visit the Cow Palace for three days to compete with their animal projects and on livestock knowledge.
- (b) Fiesta de Charro is also a major feature of the Grand National schedule that draws high attendance from the Hispanic community.

- (c) In addition to the Grand National Rodeo and Jr. Livestock Show, a major source of revenue for the Association is the rental of property and facilities for a wide variety of public and private uses such as:
  - (i) Large-scale public events like consumer and trade shows, sporting events, comedy performances, cultural festivals, concerts, dog, cat and horse shows;
  - (ii) Smaller scale private events like corporate training and awards ceremonies;
- (d) Exhibit A provides a map of the Association arena and grounds; locations for concessions stands and bars are indicated on the map.
- (e) Attachment 7 provides attendance and alcohol sales data for two years prior to the COVID-19 Pandemic shutdown, and the first Grand National since the shutdown (2022).

#### C. PROPOSER RESPONSIBILITY

The Association shall not pay for costs Proposers may incur in the preparation or submission of proposals. Please read all RFP documents carefully as the Association shall not be responsible for errors or omissions by either party. Also, please be sure to thoroughly review your final submission as reviewers will not make interpretations, detect or correct errors in calculations.

#### D. PROPOSAL DUE DATE

**Proposals shall be submitted to the Association's Administration Office, no later than 5pm Wednesday, June 28, 2023.** The Association CEO will be responsible for determining if a Proposal is received on time. That decision will be final and no further consideration of late, incomplete or improperly submitted Proposals will be given.

#### E. DELIVERY OF PROPOSALS

Proposers must submit one (1) original and four (4) identical numbered copies of each Proposal in a sealed package marked as follows:

Master Food & Beverage Concessionaire Proposal Do  
Not Open – Sealed Proposal  
Cow Palace, 1-A DAA

2600 Geneva Ave.  
Daly City, CA 94014  
Attention: Allison Keaney, CEO

The original must be marked "Original" on its front page or cover, and must contain all original signatures required to bind the submitting entity and, if Proposer is an corporation, the appropriate corporate seal.

All Proposals must be submitted on 8½" x 11" paper in vertically bound 3 ring snap lock binders, with tabbed section headings clearly labeled in the format described in this RFP. Larger paper (11" x 17" preferred) is permissible only for plans, charts, spreadsheets and other exhibits, except as otherwise specifically required in this RFP.

Proposals shall be submitted by hand delivery, or other courier service with proof of delivery. Facsimile or email transmissions will not be accepted.

All timely Proposals will be binding for 60 days from submittal or until an agreement is awarded, whichever is earlier. By submitting a proposal, the Proposer agrees to be bound thereby if its Proposal is accepted by the Association.

#### F. PROPOSAL AMENDMENT

Any Proposer may submit an amended Proposal on or before the date and time specified for receipt of Proposals. Such amended Proposal must be a complete replacement for a previously submitted Proposal and must be clearly identified as such in the transmittal letter accompanying such amendment. Association staff will not collate or assemble additional materials submitted by Proposer.

#### G. PROPOSAL WITHDRAWAL

Any Proposer may withdraw a Proposal by written notice delivered to the Association CEO on or before the due date and time specified for receipt of Proposals. Such withdrawal requests must be received in writing by the Association CEO before the deadline set for the receipt of Proposals. After the deadline date and time, no Proposer may withdraw its Proposal except with the consent of the Association. Corrections to errors made by the Proposer in the Proposal will not be accepted after submission of the Proposal or timely submission of an amended Proposal.

#### H. ASSOCIATION'S RIGHTS RESERVED

The Association expressly reserves the right to further consider, accept, or reject all Proposals; request additional information; request clarification of information submitted; cancel or modify, in part or in its entirety, this RFP; request new Proposals; issue a new request for Proposals; waive inconsequential deviations from the RFP's requirements; and negotiate an agreement with any Proposer. The Association shall be the sole judge of inconsequential deviations from the RFP's requirements. The agreement, if any is awarded, shall be awarded by the Association to the Responsive

Proposer that, in the Association's judgment, best meets the requirements as specified in this RFP package.

Responsibility and qualifications of each Proposer are to be determined from the information furnished by the Proposer in the Proposal documents and from other sources determined to be valid by the Association. Award will not be made until after such investigations as are deemed necessary are made regarding the experience and financial responsibility of the proposer. By submitting its qualifications and Proposal, each Proposer agrees to permit such investigation. Issuance of this RFP shall not be construed as a commitment by the Association to issue an agreement.

The Association, at its sole discretion, shall select the Responsive Proposer that it determines will provide the best service to the Association and the community. The submission of a Proposal by any Proposer does not in any way commit the Association to enter into an agreement with that Proposer, or any other Proposer. The Association further reserves the right to operate the service internally, and not award a contract to any of the Proposers.

Any and all agreements arising out of Proposals submitted hereunder (including any negotiations that follow) shall not be binding on the Association, its officers, employees, or agents, unless duly executed by the Association in accordance with applicable laws and procedures.

The Association reserves the right to verify any reference disclosed in this Proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification.

#### I. AGREEMENT

A sample of the proposed Service Agreement is attached as Exhibit B. The successful Proposer will be required to execute an agreement substantially in the same form as attached, with the exception that elements of the Proposers' proposals, as finally negotiated and approved by the Association, will be included in the final executed agreement.

#### J. SCHEDULE

See Attachment 6 for a schedule of dates for submitting Proposals and the Proposal review process. Please note that these dates are subject to change.

#### K. QUESTIONS

Verbal communication with the Association's officers and employees concerning the RFP shall not be binding on the Association and shall in no way excuse the Proposer of obligations as set forth in the RFP. The Association will not be responsible for any oral instructions given with regard to the completion and submission of any Proposal or any information which is not contained in this RFP or any future addenda to this



document.

Inquiries concerning this RFP will only be accepted by email and must be submitted no later than **Friday May 26, 2023**. Phone calls will not be accepted.

Inquiries are to be directed to:

Allison Keaney, CEO  
1-A District Agricultural Association,  
Cow Palace  
[ceo@cowpalace.com](mailto:ceo@cowpalace.com)

Any timely submitted written questions as to the technical requirements of this RFP will be answered by a written addendum issued by the Association to all Proposers who attended the pre-proposal conference (if held). Only questions concerning the technical requirements of this RFP will be answered.

#### L. ADDENDA

The Association may modify the RFP prior to the date set for submission of final Proposals by issuance of a written addendum to all parties who requested an RFP. Addendum will be numbered. Any addenda so issued are to be considered a part of this RFP document.

#### M. ERRORS

1. Any discrepancies, omissions, ambiguities, or conflicts in the RFP, or doubts as to meaning, shall be brought to the Association attention not later than five (5) days prior to Proposal due date. Otherwise, any discrepancies, omissions, ambiguities, or conflicts later brought to Association's attention will be interpreted in the best interest of the Association.
2. All interpretations and clarifications will be in the form of written addendum to the RFP. All proposers are responsible for inquiring as to addendum issued and providing an email address to receive any written addendum to the RFP. All addenda become part of the agreement documents.

#### N. DEFINITIONS APPLICABLE TO PROPOSALS RECEIVED

The Association has established certain requirements with respect to the Proposals to be submitted by prospective Proposers. The use of "shall," "must" or "will" indicates a mandatory requirement or condition. Failure to include such mandatory requirements or conditions may 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.

O. DISPOSITION OF PROPOSALS

All materials submitted in response to the RFP will become the property of the Association. Materials may be returned only at the Association's option and at the Proposer's expense. One copy of the Proposal shall be retained for official Association's files.

P. CONFIDENTIALITY OF PROPOSALS

All information, documents, records, or similar materials submitted to the Association in response to this RFP and subsequent documents deemed necessary by the Association, will become and remain irrevocably the exclusive property of the Association. All information received from Proposers will be considered confidential during the review process. When the Evaluation Committee completes its review, the Committee will recommend selection or other action to the Association Board. This recommendation will be made public by issuance of a Notice of Intent to Award. It is the policy of the Association, that upon Committee selection, or other action, all materials submitted to the Association in response to any Request for Proposals are public records subject to the disclosure requirements of the California Public Records Act. The Association assumes no obligation or liability for the protection of proprietary information.

If a Proposer wishes to protect from disclosure any materials submitted in response to this Request for Proposals that Proposer must segregate and clearly identify such materials as trade secrets or proprietary information. An assertion by a Proposer that the entire Proposal, or large portions thereof, is confidential or proprietary will not be honored. The Proposal must make adequate references to the segregated material so that the Evaluation Committee can easily refer to and consider such material in its evaluation.

If any information or materials in any Proposal submitted are labeled confidential or proprietary, the Proposal shall include the following clause:

"[Legal name of Proposer] shall indemnify, defend and hold harmless the 1-A District Agricultural Association, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record."

Q. LOBBYING PROHIBITED.

Any party submitting a Proposal or a party representing a Proposer shall not influence or attempt to influence any member of the Evaluation Committee, any member of the Association Board of Directors, regarding the acceptance of a Proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to

disqualification.

#### R. CONFLICT OF INTEREST

By submitting a Proposal, a Proposer warrants and covenants that no official or employee of the Association nor any business entity in which an official or employee of the Association is interested:

1. Has been employed or retained to solicit or aid in the procuring of this Agreement;
2. Will be employed in the performance of this Agreement without the immediate divulgence of such fact to the Association. In the event the Association determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of the Association, Proposer, upon request of the Association, shall terminate such employment immediately. For breaches or violations of this paragraph, the Association shall have the right both to annul this Agreement without liability and, at its discretion, to recover the full amount of any such compensation paid to such official, employee or business entity.

#### S. COOPERATION WITH ASSOCIATION

Proposers agree to furnish to the Association such information as may be requested which relates to the services Proposers provide.

**PART III**  
**STATEMENT OF WORK TO BE PERFORMED**  
**(Scope of Services)**

A. GENERAL SCOPE OF SERVICES.

The general scope of services required of the Licensee under terms of the four-year proposed Agreement includes, but is not necessarily limited to the following:

1. ANNUAL GRAND NATIONAL RODEO (GNR)

The 2022 Grand National Rodeo was a two (2) day event. The attendance numbers were approximately 9,000. Fiesta del Charro was not held but will be returning in 2023.

a) The 2022 GNR provided 8 alcoholic beverage concessions located throughout the arena including stands, carts, and bars. It also provided 8 food stands and carts, and one restaurant (Round Up). Licensee will have the exclusive right to food, beverage, and alcoholic beverage concession sales with the exception of one coffee vendor that primarily supports the Jr. Livestock Show.

b) The 2022 Jr. Livestock Show provided one restaurant (Bull Pen) located near the lower bays (cattle exhibits, goat exhibits, and team Livestock Judging Contest). There is an opportunity to cater lunch for approximately 100 people as part of the team Livestock Judging contest. A single outside coffee vendor supports the Jr. Livestock show at the lower bays.

2. YEAR-ROUND EVENTS (Non-Grand National)

The Association hosts events outside of the Grand National Rodeo, most of which take place on the weekends. Current events include the "Playing the Palace" tribute concert, "Step into the Light" youth arts competition, and Daly City/Colma Chamber open house. Attendance at these events will vary based on the venue selected. The Licensee will provide for the sale of food, non-alcoholic beverages, and alcoholic beverages, to patrons attending these events. There may be occasions where the association requests the Licensee to provide food and beverage services that are paid for exclusively by the Association as the host of the event.

3. PUBLIC EVENTS (Non-Grand National)

The Licensee will have the exclusive alcoholic beverage concession sales at all public events (except those noted in this RFP) unless a promoter requests negotiation for specific types of events like wine tastings or beer festivals.

- a) For these events, Licensee will have the exclusive right to food and beverage concession sales from concession stands, carts, and from temporary bar service areas set up inside buildings and around the facilities, as negotiated with the promoter.
- b) If required to provide the service needed, and with Association Management's written approval, Licensee is permitted to hire subcontractors.
- c) Association reserves its rights to waive or negotiate specific terms with the Licensee for a few events that may require specific alcohol services.

#### 4. PRIVATE EVENTS

The Licensee will have the exclusive alcoholic beverage service at all private events (except those noted on Exhibit E, Excluded Events).

- a) In addition, the Association reserves its rights to waive or negotiate specific terms with the Licensee for a few events that may require specific food and alcohol services.
- b) Maximum attendance allowed at private events is 500.

#### 5. PROMOTIONAL SPONSORSHIPS

- a) The Licensee is allowed to actively pursue promotional sponsorship opportunities to benefit both Licensee and Association. Promotional sponsorships that are directly negotiated by Licensee are subject to the approval by the Association.
- b) Licensee shall pay to Association 50% of all cash promotional sponsorships that Licensee obtains, and Association approves, Licensee shall reinvest all of the promotional sponsorship funds to enhance customer experience and must show proof and effectiveness of reinvestment.
- c) In the event that a promotional sponsorship is an in-kind value, then such promotional sponsorships shall be subject to negotiation and approval by Association. All promotional sponsorships and related revenue secured directly by the Association, whether involving Licensee or not, shall be the sole property of the Association.

## 6. OPERATIONAL REQUIREMENTS

a) Licensee's On-site Manager must live within 30 mile of the Cow Palace, be a full-time employee of Licensee and is subject to approval by the Association.

b) Licensee must provide a Point-of-Sale system (POS) that accepts multiple types of credit card payments such as Visa, Master Card, American Express and Apple Pay, including a contactless feature. The POS must have real-time reporting, detail where sales are being made and associated revenues as well as be able to provide the Association access to these reports daily, weekly, and monthly.

c) Licensee must be able to provide ice for Association needs during the Grand National Rodeo, for a competitive price.

## 7. VENDING MACHINES

a) Vending Machines are not to be substituted for any food stand facilities under terms of this contract. They may be used for limited or specialized operations where prior approval of Management is obtained, and it is shown that it will be in the best interest of the State, the patrons, and the Concessionaire. Notwithstanding anything in these specifications, the Cow Palace Management reserves the right to approve the quality of any and all product used.

## 8. BANQUETS

a) The rights granted by this contract shall not be construed so as to prevent or prohibit either the Management or any of its licensees from engaging the service of a different caterer of its choosing to stage banquet or other special events where Cow Palace or Concessionaire's equipment is not require. The Concessionaire will have rights to big for these services as an independent caterer.

## 9. ROVING VENDORS

a) Roving vendors will not make unreasonable noise, and not vend except where permitted by Management. No public address (sound) system will be used. Vendors circulating through seating areas shall have leak-proof baskets and containers for carrying merchandise. Vendors are to prevent scattering of bottle caps, wrappers, napkins, and other items. Vendors shall wear approved uniforms. Vending in arena seating area will not be permitted for certain stage show events. Management will have the sole right of determination.

## B. MANNER OF PAYMENT, RECORD KEEPING, REPORTING AND RIGHT TO EXAMINE RECORDS:

1. The Licensee shall maintain true and accurate records showing all business transactions. Such records need to be maintained in a manner acceptable to the Association and will be subject to audit by the Association at any time.

2. Licensee agrees that as a part of its record keeping activities it shall, at its own cost and expense, install and maintain such Point of Sale equipment as may be deemed necessary by Association. The Association may audit Point of Sale, concession operations and alcohol sales daily.
3. The Association further reserves the right to examine all such books and records at any time during the one (1) year period following the termination of this agreement, including but not limited to, Federal and State income tax returns and State sales tax return records. Licensee must accurately report the sales made on the Association property on their Sales and Use Tax return as required by AB 1499, Chapter 798, Stas. 2017 (The Cow Palace, 1-A DAA, is a "state designated fairground).
4. Licensee shall make concession commission payments to the Association at the Association's Accounting Department at 2600 Geneva Ave., Daly City, CA 94014.
5. Payment and Auditing process for the Grand National Rodeo, Fiesta del Charro, Playing the Palace, and any other Association Sponsored Events will be as follows:
  - a) Percentage Paid: Agreed upon percentage of all food, non-alcoholic beverage, and alcoholic beverage sales will be paid by Licensee based on total gross receipts less sales tax.
  - b) Licensee shall submit an accounting of total daily gross sales, including sales tax to the Fair auditor on a daily basis with a daily summary report. Daily summary reports are mandatory, must be specific to each stand/cart/bar and are due by noon the following day after the final day of the event. All sales must be transacted using an electronic POS system. Licensee agrees to comply with all adopted sales and reporting procedures even if they are adopted after the commencement of this agreement.
  - c) Please note that commission payments will be based on adjusted sales totals after the deduction of sales tax and tips.
6. Payment and Auditing process for Non-Fair Events:
  - a) Percentage Paid: Agreed upon percentage of all food, non-alcoholic beverages, and alcoholic beverage sales will be paid by Licensee based on total gross sales less sales tax and tips.
  - b) Daily Sales Reports are due by noon the following day of the event or at an alternative time determine by Association Management
  - c) Payment for all services provided by Licensee for non-fair events is due within three days of the conclusion of the event.

### C. LATE PAYMENT PENALTY

Should Licensee fail to pay any commissions to Association by the time specified in this agreement, the Association may add interest beginning the day after the due date on the entire balance, at the maximum legal rate allowed by law, compounded monthly, if the Association agrees that it is willing to forgo timely payment. If the Association is unwilling to forgo timely payment, the Association has the right to seize cash from sales on a daily basis.

### D. GRAND NATIONAL RODEO INFORMATION

#### 1. The Round Up Room

It is understood and agreed that Licensee will operate the facility commonly known as The Round Up Room located on the South Concourse the dates of the Grand National Rodeo and Fiesta del Charro. Licensee will be expected to provide unique and higher caliber food options that are not found at other concessions stands. Licensee will also provide alcoholic beverages and a full bar set up, including a signature cocktail for the event, selected with approval by the Association. If there is an alcohol sponsor, the sponsor's product will be featured. Facility information is as follows:

- a) The facility has "buffeteria" style set up, dining space for approximately 100 patrons, and a full bar. The décor includes western themed, vintage neon for a "honkytonk" vibe. During the Grand National Rodeo, a music trio will perform periodically in the Round Up dining room. The Round Up Room (dining room and kitchen) are designed food service facilities in the Cow Palace is activated for emergency response. The Association and/or its designees, assume operational responsibility in the event of such activation.
- b) Licensee may opt to subcontract food services.
- c) The facility contains a full kitchen available to Licensee, or designated subcontractor, for food prep.
- d) Food products and menu will be mutually agreed upon by all parties.

#### 2. The Hunt Club

It is understood and agreed that the licensee will The Hunt Club is a small, vintage bar with a horseback, hunting theme. It is a generations old tradition for patrons of the Grand National Rodeo to gather in the Hunt Club. Licensee will also provide alcoholic beverages and a full bar set up, including a signature cocktail for the event, selected with approval by the Association. If there is an alcohol sponsor, the sponsor's product will be featured. Facility information is as follows:

- a) The facility is small, holding approximately 30 people, standing only. High top tables are present.



b) No food is served/sold at the Hunt Club.

E. FIRST RIGHT OF REFUSAL/SURRENDER OF ABC LICENSE

Association grants to Licensee the exclusive first right of refusal to operate Alcoholic Beverage Concessions at the Facility for all public and private events (except for those excluded events identified on Exhibit E) during the term of this agreement. Should Licensee elect not to provide Alcoholic Beverage Concessions or services to an event, they must willingly surrender their ABC license to allow alcoholic beverage service at the event.

F. STANDARDS OF QUALITY, VALUE AND SERVICE

1. Association Management shall be entitled to review and approve all menus and prices relating to the services provided as part of this Agreement. Licensee shall secure Association's written approval before making any changes in approved prices and menus.

2. Licensee shall post printed rates and prices for all goods and services in such places approved by Association Management. Handwritten rates and prices are prohibited by Association. Electronic screens with USB ports are available at most stands for use by the Licensee.

3. Employees - Licensee is fully responsible for ensuring that all Licensee's employees shall be clean in appearance, courteous and fully trained to provide a level of service deemed acceptable by the Association Management. All employees must be easily identifiable by the use of employee identification badges, uniforms or a combination of these items. If in the opinion of the Association CEO or his/her designee, an employee fails to meet reasonable standards, Licensee will be notified, and employee will be made to meet standards or discontinue employment. State shall have the right to demand the immediate discharge of any employee for dishonesty or reasonable suspicion of dishonesty, uncleanliness, use of abusive or profane language.

4. Staffing Levels - The number of employees hired by the Licensee during operations shall be sufficient to meet the requirements of the hours of operation as determined by each event. Licensee shall possess established procedures for discipline of employees failing to meet any of the requirements stipulated under this agreement. All employees employed by Licensee to perform work under this agreement are employees of Licensee and not of the Association.

5. Resident Manager - A qualified and responsible supervisory person shall be at the facility at all operational periods during the term of this agreement. Concessionaire shall employ a Resident Manager who is satisfactory to the State. The Resident Manager will be the person responsible for day-to-day management of the Cow Palace Food and Beverage Operations. He/she shall be expected to be well qualified with prior experience of at least one year continuous management of a comparable facility. Every aspect of the

operation shall be subject to the Association's ongoing approval and failure to perform according to the standards will be cause for termination. Replacement of designated on-site manager is subject to the Association's approval. The designated on-site manager is required to attend weekly production meetings of the Association.

6. All employees must comply with all Federal, State and local health and safety regulations. Additionally, the Licensee must comply with the 1-A District Agricultural Association Alcohol Management Policies. (Exhibit D)

7. Independent Contractor – It shall be understood that the Concessionaire is an independent contractor in the operation of the concessions for the sale of food and drink on the Cow Palace property. The Concessionaire at no time will be considered an agent of the State, the Board of the Directors, the 1-A District Agricultural Association, nor its Management.

8. No pesticides, herbicides or fungicides may be used that are not approved in writing by the Association CEO or his/her designee in advance of use.

#### G. PERMISSIBLE PRODUCTS AND PRODUCT QUALITY

1. Licensee agrees to sell or dispense alcoholic beverages as follows:

a) All alcoholic beverages, including "well" alcohols, shall meet or exceed quality levels normally considered as "standard" brands.

b) Every drink calling for the inclusion of an alcoholic beverage shall contain a minimum of 7/8 ounce thereof.

c) All beer and wine to be sold or dispensed, and location of stands, shall be subject to the approval of Association.

d) Alcoholic beverage sales to the public at designated events may be restricted at the sole discretion of the Association.

#### H. FACILITIES AND EQUIPMENT

1. Permanent alcoholic beverage service concession areas (bars) are located in the Hunt Club and in the Round Up Room. (Proposers have an opportunity to walk through the facilities to review existing equipment).

2. Permanent kitchen facilities are located in the Round Up Room. Food preparation and holding equipment is located in various concessions stands. (Proposers have an opportunity to walk through the facilities to review existing equipment.)

3. As part of this agreement, Licensee is permitted the use of approximately 200 square feet of office space/storage area located in the make-up area of the arena. Additional space, if needed, is subject to negotiation with Association and will be subject to a separate rental agreement.

4. All equipment necessary for the operation of the bars is the responsibility of the Licensee. In addition to refrigeration equipment, ice machines and other equipment to be supplied by the Licensee, the Association will encourage improvements to be made at the expense of the Licensee, but with prior written approval of the Association.

5. Within thirty (30) days of installation of personal property, Licensee shall submit to the Association a list of all personal property used or located on the premises, the ownership which does not accrue to the Association at the termination or end of the term of this agreement. Failure to notify the Association of any such personal property within the time required shall cause ownership to be vested to the Association.

#### I. USE OF PREMISES/UTILITIES AND MAINTENANCE

1. Licensee shall not use nor permit the subject premises to be used in whole or part during the term of this agreement for any purpose other than as herein set forth without the prior written approval of the Association.

2. Licensee shall accept the premises in their existing condition. No warranties expressed or implied, as to the existing condition of the premises have been made to Licensee. Licensee understands that any required improvements will be their sole responsibility unless the Association agrees in writing to provide financial and/or labor in support of an improvement.

3. Licensee shall maintain the premises and the facilities and equipment to which Licensee, Licensee's employees, agents; subcontractors or any member of the public has access. Licensee agrees to return the equipment in the same or better condition as it was on agreement commencement date. A full inventory of all facilities and equipment and a note of their condition shall be incorporated into the agreement.

4. Licensee shall be responsible for maintenance costs and any damage to Association owned property. If property is damaged due to fire or other peril caused by the Licensee, the Licensee's liability coverage will be called upon to respond to any loss.

5. Licensee shall also submit a detailed maintenance report of all maintenance performed on Association owned equipment for the previous annual period. Report shall be submitted to Association on January 31 of each calendar year.

6. Licensee shall not make any alteration or improvement, or otherwise permanently affix any personal property, to the lands or improvements of the facility without a specific written authorization of the Association for any purpose.

7. Licensee shall utilize the premises in an orderly manner and shall observe and comply promptly with all rules, regulations, directives, and orders of appropriate

governmental agencies, such as statutes, ordinances, rules, regulations, directives, and orders now existing or may hereafter provide concerning the use and safety of the premises.

8. The Licensee at its own cost and expense shall furnish and maintain all telephone, internet, and TV service as required for operations. It is the Licensee's sole responsibility to secure their equipment and leased areas. Association will not be responsible for any losses or repairs from vandalism. The Association shall not be liable for loss or damage to the property of the Licensee from any cause whatsoever.

9. Association shall maintain structural repairs such as roof, foundation, and walls. Association will also provide water, gas and sewer services.

10. The Licensee shall furnish at its own expense all common and skilled labor for the moving and setting up and dismantling of any temporary concession stands or other equipment at the premises. All labor employed by agreement or to perform work under this agreement are employees of agreement or and not of the Association.

11. Association reserves the right to exercise control and use of the Round Up Room (kitchen and dining room) in the event of emergency activation of the Cow Palace (i.e. fire, earthquake, flood, power outage).

J. The Licensee is responsible for the disposal of all litter associated with Licensee's operation and will provide janitorial service, pickup and removal of all litter within a defined area of operation that includes the work area, service area and adjacent public area into garbage receptacles provided by Association. Licensee shall also be responsible for collection and disposal of all cooking oils.

K. ADDITIONAL AGREEMENT TERMS AND CONDITIONS:

1. Licensee agrees to remove not later than thirty days following the expiration of this agreement, at his sole cost and expense, all his articles, materials and equipment used in connection with his operations hereunder in a neat and clean condition. Licensee agrees that, in the event Licensee fails to vacate said premises or to leave same in a neat and clean condition, Association is authorized to remove and store such articles, materials and equipment at Licensee's risk and expense for no more than 60 days, and Licensee shall reimburse Association for expense thus incurred. After 60 days, Association may dispose of said property as it sees fit.

2. It is understood and agreed that all terms and conditions as heretofore set forth shall prevail and be binding upon the parties of this agreement and Licensee clearly understands the terms and condition under which this agreement may be cancelled by Association as herein set forth.

3. It is understood and agreed, that this Agreement shall not be altered, amended, changed, or modified in any respect unless such alteration, amendment, change, or modification is agreed upon by each of the parties, reduced to writing in its entirety, and signed and delivered by each such party.

4. It is mutually understood and agreed that failure of Association to insist in one or more instances upon the observance of any of the foregoing provisions shall not constitute a waiver of any subsequent breach or breaches thereof.

5. It is mutually understood and agreed that, in the event Licensee fails to faithfully perform each and all covenants of this agreement to be performed by Licensee, Licensee agrees to pay and discharge all costs, reasonable attorney's fees and expenses arising from the necessity of enforcing the provisions of this agreement.

6. All notices under this agreement shall be in writing and addressed to the parties as set forth above. Any notice sent by certified mail, return receipt requested, shall be effective seventy-two (72) hours after the time of mailing. A notice personally delivered or sent by other than certified mail, return receipt requested, shall be effective when received. The address of any party for notice may be changed by giving notice to the other party at any time, in writing, as set out above.

#### L. PUBLIC SAFETY

1. Licensee shall make public safety its number one concern at all times, ensuring that the actions of the Licensee's officers, agents, and employees cannot be judged negligent in any way. Licensee shall ensure the professionalism of its employees including, but not limited to appearance, customer service skills and communication skills.

2. Licensee shall abide by the Association's Emergency Operations Plan, Crisis Communication Plan and all other relevant policies and procedures.

3. Licensee shall ensure all areas around Alcoholic beverage concessions are fully accessible for disabled patrons. Licensee shall ensure all exposed cables and hoses on Facility walkways and thoroughfares are covered. Licensee shall ensure reasonable accommodations to individuals with disabilities and to comply with the Americans with Disabilities Act.

4. Licensee shall ensure all food concession supervisory personnel are ServSafe Program certified. In addition, employees serving alcoholic beverages shall have completed an accredited alcohol servers training course such as the Department of Alcoholic Beverage Control's Licensee Education on Alcohol and Drugs (LEAD Program).

5. Licensee must review and operate within Association's Alcohol Management Policy guidelines. (Exhibit D)

**PART IV**  
**GENERAL AGREEMENT PROVISIONS**

Proposers are referred to Exhibit B to this RFP for a complete description of the contract terms and conditions. The following summary is non-exhaustive and is provided for proposers convenience only. Proposers must review the sample agreement. **By submitting a proposal, Proposers acknowledge their willingness to accept the sample contract terms unless they have specifically identified exceptions to the sample agreement as part of their proposal.**

A. TERM OF SERVICE

The service agreement is for four (4) years and shall begin on January 1, 2024 and end on December 31, 2027.

B. ASSIGNMENT

Contracted services are not assignable by Licensee either in whole or in part without prior written notice and the approval of the Association CEO or his/her designee.

C. INDEMNIFICATION AND LIABILITY

Licensee agrees to accept all responsibility for loss or damage to any person or entity, including Association, the State of California, the Grand National Rodeo and the Friends of the Cow Palace and to indemnify, hold harmless, and release Association and the State of California, the Grand National Rodeo and the Friends of the Cow Palace, and their respective officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Licensee, that arise out of, pertain to, or relate to this Agreement.

Licensee agrees to provide a complete defense for any claim or action brought against Association, the State of California, the Grand National Rodeo and the Friends of the Cow Palace based upon a claim relating to Licensee's performance or obligations under this Agreement. Licensee's obligations under this Provision apply whether or not there is concurrent negligence on the part of Association or the State of California, the Grand National Rodeo and the Friends of the Cow Palace but, to the extent required by law, excluding liability due to conduct by Association or the State of California, the Grand National Rodeo and the Friends of the Cow Palace. Association and the State of California shall have the right to select their own legal counsel at Licensee's expense, subject to Licensee's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

D. INSURANCE REQUIREMENTS

Licensee shall furnish to Association a certificate of insurance and proper policy endorsements as set forth in Exhibit C (Insurance Requirements).

E. SIGNS, ADVERTISING AND APPROVAL OF NAME

No signs, names, placards, or advertising matter shall be inscribed, painted or affixed upon said premises, circulated or published without prior written consent of the Association. All signage shall be professional in appearance and no hand-written signage will be allowed.

F. PERMITS AND LICENSES

Licensee shall obtain all necessary permits and licenses required to operate a food and an alcoholic beverage operation at the Facility, including but not limited to health permits and alcohol beverage service permits. All permits and licenses must be filed with the Association upon execution of the agreement.

G. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Licensee and its subcontractors shall not unlawfully discriminate, harass, or allow discrimination, or harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, or other protected status. Licensee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Licensee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated.

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

Licensee, by signing this Agreement, assures Association 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. Licensee further agrees that it will continue to comply with the ADA during the performance of this agreement.

**PART V**  
**FORMAT AND CONTENT REQUIREMENTS**

This section prescribes the mandatory Proposal format and the approach for the development and presentation of Proposal data. Proposal format instruction must be adhered to, all questions must be answered, and all requested data must be supplied. Failure to prepare Proposals in the following required format may result in disqualification.

A. **COVER LETTER**

Each Proposal must include a cover letter on proposer's letterhead signed by a person authorized to bind the proposer and containing the following statement:

**“By submitting this proposal, I certify that I have read and understand all terms, conditions, and requirements and instructions concerning the 1-A District Agricultural Association’s Request for Proposals for Master Food & Beverage Concessionaire Services and that I have had an opportunity to review the same with my legal counsel.”**

B. **PROPOSER’S INFORMATION AND STATUS FORM**

Each Proposal must contain a signed and completed Proposer's Information and Status Form (Attachment #1), as indicated in Part VII – Proposer Forms.

C. **STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

Each Proposal must contain the following information:

1. Summary of Proposer's experience over the last ten (10) years in Food & Beverage/Alcohol Beverage Concessionaire Management.
  
2. Listing of clients, description of services provided and duration of service that demonstrates Proposer's ability to manage large scale events, including staffing and cash management. Include contact information (name, address, phone number and email address) for all clients listed.
  
3. Five (5) industry letters of reference written within the past year.
  
4. Supporting documents demonstrating Proposer's past experience with providing food, beverage, and alcoholic beverage services, in a contractor capacity, for an event or function with at least 10,000 people in attendance occurring within the last three (3) years. Acceptable references/documents include clients, suppliers, industry peers, etc.



5. Listing of all current management and operations contracts, including: gross annual amount of each contract; contract start date; anticipated completion date; named address; contact person; facility owner's telephone number; and the size and type of facility.
6. Description of Proposer's experience with labor relations, contractual and legal issues, personnel management, safety and training.
7. Brief description of any litigation brought against Proposer in the past 5 years.
8. Brief description of any contracts terminated for cause by a party contracting with proposer, including an explanation of the circumstances of the termination.
9. Description of performance in demonstrating corporate social responsibility, ADA compliance, etc..
10. Any other information Proposer would like to offer for consideration by the Evaluation Committee.

#### D. FINANCIAL CAPABILITY

Each Proposal must contain the following information:

1. Documentation demonstrating that the Proposer possesses financial fortitude required to fulfill the cash flow and financial burden of this agreement. Include the following:
  - a) Bank statements, bank letter and/or company financial statements demonstrating ability to provide sufficient capital for an operation of this magnitude.
  - b) List of credit references with consent to the Association for release of any information in connection therewith. (I.e. vendors, other firms, etc.)

#### E. FINANCIAL OFFER

Each Proposal must contain the following information:

1. A signed and completed Financial Offer Form (Attachment #2). **"Must be submitted in a separate envelope marked "Financial Offer – DO NOT OPEN."**

#### F. FACILITIES/CAPITAL IMPROVEMENT PLAN

All proposers must submit a Facilities/Capital Improvement Plan (Attachment #3). Licensee is required to provide annual upgrades and improvements to the Association facilities. The intent is for these improvements to be stationary and “brick and mortar” in nature, however Proposer can suggest purchase or construction of personal property for Association’s consideration. Licensee agrees that all improvements provided to fulfill this requirement will immediately become the property of the Association. There will be no financial consideration given to the Licensee at the termination of the Agreement for any capital improvements or personal property built or acquired in response to this term.

Before completing any projects or purchases associated with the Facility/Capital Improvement Plan, Licensee must secure written approval from Association management.

The Facility/Capital Improvement Plan must:

1. Provide a description of the capital Improvement project(s) planned for each year of the agreement.
2. Provide a minimum financial commitment per year that directly relates to the proposed project described. Should the costs of the described project fall below the amount committed, Licensee will still be required to spend the minimum committed amount on capital improvement projects.

3. Submit a signed and dated plan.

4. Demonstrate compliance with California’s Prevailing Wage Laws.

a) *Prevailing Wage*. Licensee shall pay to persons performing a “public work” within the meaning of California Labor Code section 1720 *et seq.* hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Association to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Licensee shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed.

b) Subcontracts. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages

for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Contractor shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code. 9.11.3.

c) *DIR Registration*. Licensee and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

d) *Compliance With Law*. In addition to the above, Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

e) *Payment Bond*. Pursuant to Civil Code section 9550, for any project that includes the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind totaling \$25,000 or more, Licensee or its subcontractor shall furnish a labor and material payment bond in the full amount of the contract sum to remain in effect until the date the work subject to the contract is accepted by the Association. Said bond shall be in a form acceptable to the Association and shall be issued by a surety authorized to transact business in the State of California.

f) Work with the California Construction Authority as the project manager when required by the State of California.

## G. DESCRIPTION OF BUSINESS

1. Proposer must provide a Management and Operation Plan, including but not limited to, the following:

a) Description of service, including menus, prices, alcoholic beverage quality, manner of presentation, service, etc., as Proposer deems necessary to describe proposed service;

b) Management philosophy and operational strategy;

c) Promotional and marketing plans.

d) Procedures and practices in place supporting public health and safety;

e) Plan for Management of the Round Up Room during the Grand National Rodeo to include:

(i) Proposed food service, whether subcontracted, proposed menu items, etc.;

(ii) Further description of proposed elements to attract and enhance customer experience,

(iii) Plan for Bar element.

- f) Resumes of key personnel responsible for operations under this agreement; On-site manager must live within 30 miles of the Cow Palace.
- g) Food service and alcoholic beverage training requirements.
- h) Drug testing policy (if any).

#### H. INSURANCE

Describe Proposer's ability to provide the required insurance coverage. (See Exhibit C)

#### I. PROPOSER AFFIDAVIT

Proposers must submit a completed Proposer Affidavit (Attachment #4) as provided in Part VII – Proposal Forms. **Failure to submit a properly executed Affidavit will result in disqualification of the proposal.**

**PART VI**  
**EVALUATION CRITERIA AND SELECTION PROCESS**

**A. ASSOCIATION GOALS & OBJECTIVES**

The Association's principal objectives in entering into a service agreement for the Master Food & Beverage Concession include (in no particular order):

1. Enhanced food & beverage services (including alcohol services) that provide quality products for the enjoyment of patrons at an affordable price.
2. Management and operational practices that promote the food & beverage (including alcohol beverage) concession services to increase sales and profits.
3. Management and operational practices that emphasize employee and customer safety at all times.

**B. MINIMUM QUALIFICATIONS REQUIREMENTS**

Every individual, partnership, association, limited liability company, or joint venture submitting a proposal must demonstrate that the minimum qualifications listed below have been met in order to have their (its) proposal considered. The minimum qualifications include:

1. A competent record of contract services in food & beverage (including alcoholic beverage) concessions.
2. Proposer must have experience providing food & beverage (including alcoholic beverage) service for an event or function with at least 10,000 people in attendance in the last three years.
3. Proposer must possess and demonstrate a record of financial responsibility commensurate with the obligations contemplated under this RFP.

**C. EVALUATION CRITERIA AND SELECTION**

Each Proposal shall be evaluated to determine responsiveness to the Association's needs as described in this RFP.

During the evaluation and selection process, the Evaluation and Selection Committee will interview a Proposer for clarification only. The Proposer cannot change Proposals after the time and date designated for receipt.

Final determination of the Proposer to be awarded the agreement will be made on the basis of the information submitted, references provided and telephone or internet checks with the State Department of Consumer Affairs or other agencies.

The Proposer that, in the opinion of the review committee, will best serve the needs of the Association will be awarded the agreement.

#### D. SELECTION PROCESS

Responsibility and qualifications of each Proposer are to be determined from the information furnished by the Proposer in the Proposal document, from the information submitted by the Proposer at the interview session, and from other sources determined to be valid by the Association and Evaluation Committee. By submitting a Proposal, each Proposer agrees to cooperate with all such investigations.

The Association may elect to negotiate with the Proposer(s) determined by the Interview Panel to have best met the Association's stated objectives. The Association reserves the right to reject all Proposals.

1. After the period has closed for receipt of Proposals, each Proposal is examined by Association staff to determine compliance with the RFP format requirements and grounds for rejection (under Part III). This is not a public review.
2. Each Proposer's Information Form is reviewed, and further research or verification of information included on the form may be completed.
3. The Evaluation Committee is provided copies of all the Proposals for their individual review (The Evaluation Committee will not receive the Proposer's Financial Offer Form at this point).
4. The Evaluation Committee will conduct oral interviews with the Proposer for clarification of Proposals. Interview may be in person or by phone. This is not a public review.
5. Specific criteria have been established to assist the Association in the evaluation of the Proposals. The Evaluation Committee uses these criteria to individually score each Proposal based on the scorecard provided in this packet and then the Proposer's Financial Offer Form is opened and scored. A cumulative score is determined based on these individual scores. (See Score Card Attachment 5)
6. A "Notice of Proposed Award" is posted at the Fair Administration Office and emailed to each Proposer.
7. At their next regular Board meeting, the Association Board of Directors will approve the License Agreement with the successful proposer.

*The Association reserves the right to verify any reference disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification.*

## E. PROTEST PROCESS

1. Only Proposers who submitted proposals in response to this RFP can file a protest.
2. Protests must be in writing and must detail the full scope and nature of the protest.
3. Only one protest per Proposer will be permitted.
4. Protests must be submitted within 5 business days of the Fair's issuance of Notice of Intent to Award.
5. All protests will be reviewed by the Fair Board, which will determine the validity of the protest and what action, if any, will be taken in response to the protest.
6. Decisions of the Association Board with respect to any protest are final. The protest procedure set forth herein is the exclusive remedy for challenging the Notice of Intent to Award. Failure to strictly follow the requirements of this section shall constitute a waiver of all appeal rights and any further right to challenge the Fair's award of an agreement.

**PART VII**  
**PROPOSAL FORMS**

A. FORMS PROVIDED TO BE COMPLETED AND SUBMITTED BY PROPOSER

1. Proposer's Information and Status Form (Attachment #1)
2. Financial Offer Form (Attachment #2)
3. Facility/Capital Improvements Form (Attachment #3)
4. Proposer Affidavit (Attachment #4)

B. RFP PROCESS FORMS & POLICIES

Score Card (Attachment #5)

Schedule of Dates for Submissions and Processing (Attachment #6)

Other Required Proposal Contents Include:

1. STATEMENT OF QUALIFICATIONS AND EXPERIENCE
2. FINANCIAL QUALIFICATIONS
3. MANAGEMENT AND OPERATION PLAN



ATTACHMENT 1

**Request for Proposal Package  
1-A District Agricultural Association, COW PALACE**

<b>RFP Name:</b>	<b>Master Food &amp; Beverage Concessionaire Agreement</b>
<b>RFP Term:</b>	<b>2024-2027</b>

**PROPOSER'S INFORMATION AND STATUS FORM**

**PROPOSER'S INFORMATION**

Proposer's Name: \_\_\_\_\_

County: \_\_\_\_\_ Federal ID#: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ZIP: \_\_\_\_\_

Email: \_\_\_\_\_

**Status of Proposer 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 name of sole proprietor: (I.E., John Roe Smith; not J. Roe Smith or not John R. Smith)

**Partnership (Please check one):**

Limited Partnership:       General Partnership:

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

\_\_\_\_\_  
\_\_\_\_\_

**Association:**

Place and date of Association:  
\_\_\_\_\_

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

**Current Officers:**

President \_\_\_\_\_

Vice President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

**PROPOSER STATUS**

**ALL MUST ANSWER:**

Are you subject to federal backup withholding?

Yes:

No:

**Fictitious Name:**

If Proposer 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.

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**Pending Litigation Hearings:**

Are any Civil or Criminal Litigation or Administrative hearings currently pending against the Proposer’s organization, owners, officers, or employees?

Yes:

No:

If yes, please state the case number, agency, or court where pending and status of litigation or hearing:

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We reserve the right to verify the information provided on this form by the bidder during the RFP process. By signing this form, you are authorizing the release of any and all information pertaining to yourself and business in which you participate or have participated, including information of a confidential or privileged nature in the possession of government of private agencies or individuals who furnish such information from liability for damages which may result from furnishing the information requested.

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.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PLEASE NOTE: If this status form is not completely filled out, signed and submitted with bidder’s response to the RFP, the bid will be rejected as non-responsive. Any false or misleading information will cause the bid to be rejected as non-responsive.**

ATTACHMENT 2

**Request for Proposal Package  
Master Food & Beverage Concessionaire Agreement  
RFP #2024 - 2027 Master Food & Beverage  
Concessionaire Agreement  
1-A District Agricultural Association, COW PALACE**

**Financial Offer  
Requirements and Proposed Fees Form**

**Proposed Concession Fees - Minimum Guarantee Requirements:**

**A. Interim Events:**

Minimum guarantee of twenty percent (20%) of all product sales (less applicable sales tax) for interim events up to \$100,000. Minimum guarantee of twenty-two percent (22%) of all product sales (less applicable sales tax) for interim events between \$100,001- \$300,000 .  
Minimum guarantee of twenty five percent (25%) of all product sales (less applicable sales tax) for interim events \$300,001 and over.

This applies to all alcohol concession receipts generated from the use of the facilities.

**B. Grand National Rodeo:**

**1. Rodeo Performances:**

Minimum guarantee of twenty eight percent (28%) of all product sales (less applicable sales tax) for all locations during the Grand National Rodeo events.

**2. Fiesta del Charro:**

Minimum guarantee of twenty percent (28%) of all product sales.

**C. Corkage/Bottle Fee**

1. Minimum guarantee of fifty percent (50%) of all corkage fees (less applicable sales tax) during Fiesta del Charro, VIP service. Corkage fee to 1-A District Agricultural Association, COW PALACE, clients to be mutually agreed upon.

**Minimum Guarantee Concession Fees Per Event and Year**

<b>Proposed Concession Fees Offered Per Event</b>	<b>Minimum Guarantee</b>	<b>Proposed for 2024</b>	<b>Proposed for 2025</b>	<b>Proposed for 2026</b>	<b>Proposed for 2027</b>
<b>Interim: Event Sales up to \$100,000</b>	<b>20%</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
<b>Interim: Event Sales \$100,001-\$300,000</b>	<b>22%</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
<b>Interim: Event Sales \$300,001 and up.</b>	<b>25%</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
<b>Interim : Private</b>	<b>15%</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
<b>Grand National Rodeo</b>	<b>28%</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
<b>Grand National Rodeo, Fiesta de Charro</b>	<b>28%</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>
<b>Corkage/Bottle Fee: (Corkage Fee to client to be mutually agreed upon)</b>	<b>50%</b>	<b>%</b>	<b>%</b>	<b>%</b>	<b>%</b>

\_\_\_\_\_  
Proposer Authorized Representative (Print)

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date:

ATTACHMENT 3

**Request for Proposal Package**  
**RFP #2024-2027**  
**Master Food & Beverage Concessionaire Agreement**  
**1-A District Agricultural Association, COW PALACE**  
**FACILITIES/CAPITAL IMPROVEMENT PLAN**

Only facilities/capital improvement outlay projects that improve Association owned property or equipment, as outlined in Part V, Section F, of the RFP, will be considered in this proposal. Please attach proposed plans according to the following format:

**Year 2024**

Minimum of facility/capital outlay proposed:  
Describe proposed projects:

**Year 2025**

Minimum of facility/capital outlay proposed:  
Describe proposed projects:

**Year 2026**

Minimum of facility/capital outlay proposed:  
Describe proposed projects:

**Year 2027**

Minimum of facility/capital outlay proposed:  
Describe proposed projects:

***All proposed projects will have to be discussed and approved by Association Management in writing.***

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Proposer's Authorized Representative, Name and Title (print)

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Signature of Authorized Representative

---

Date



ATTACHMENT 4

## Request for Proposal Package

### 1-A District Agricultural Association, COW PALACE

**This Affidavit is submitted for the following RFP:**

RFP Name: Master Food & Beverage Service  
Provider

Term: 2024 - 2027

### PROPOSER AFFIDAVIT

The information contained in the Proposal to the 1-A District Agricultural Association, submitted herewith, is for the purpose of a proposed agreement with the 1-A District Agricultural Association. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this Proposal, including all supplementary statements attached hereto. The undersigned further attests that the proposing entity is not in receivership or contemplating the same and has not filed for bankruptcy. The undersigned hereby authorizes the 1-A District Agricultural Association, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

---

Company/Proposer name

---

By Authorized Person: (print)

---

Signature of Authorized person

---

Title:

---

Date:

ATTACHMENT 5

**Request for Proposal Package  
Master Food & Beverage Concessionaire Agreement  
RFP #2024-2027 Food & Beverage Services  
1-A District Agricultural Association**

**Score Card**

25%	- Past Experience, Letters of Recommendation & Ability to Perform	
5%	- Current Operations/Management Philosophies & Policies	
5%	- Capital Improvements Plan	
5%	- Product Pricing	
5%	- Local Business Preference	
55%	- Financial Offer	
100%	<b>TOTAL</b>	

**Scoring**

**Points**

- (1) Past Experience, Letters of Recommendation & Ability to Perform ..... 25 pts.**
- A. Documentation demonstrating that the Proposer possesses financial fortitude required to fulfill the cash flow and financial burden of this agreement. Include the following:
    - 1. Bank statements, bank letter and/or company financial statements demonstrating ability to provide sufficient capital for an operation of this magnitude.
    - 2. List of credit references with consent to the Association for release of any information in connection therewith. (i.e., Vendors, other fairs, etc.)
  - B. A list of clients, description of services provided and duration of service that demonstrates your ability to manage large scale events, including staffing and cash management. Include contact information (name, address, phone# and email address) for all clients listed.
  - C. At least three (5) reference letters and supporting documents written within the past year, demonstrating Proposer's past experience with providing alcoholic beverage service for an event or function with at least 10,000 people in attendance during the last three years.
  - D. Any other information Proposer would like to offer for consideration by the Evaluation Committee.
- (2) Current Operations/Management Philosophies & Policies ..... 5 pts.**
- A. Management philosophy and operational strategy.
  - B. Food service and alcoholic beverage training requirements.
  - C. Procedures and practices in place supporting public health and safety.
  - D. Drug testing policy.
- (3) Facility/Capital Improvements Plan ..... 5 pts.**
- A. Description of Facility/Capital Improvements planned for each year from 2024 to 2027 and associated dollar amounts committed.
- (4) Product Pricing ..... 5 pts.**
- A. Description of service, including menus, prices, alcoholic beverage quality, manner of presentation, service, etc., as Proposer deems necessary to describe proposed service.
- (5) Local Business Preference ..... 5 pts.**
- A. For the purposes of this RFP, a business shall be eligible for the local business preference if it has a principal business office or a satellite office with at least one full-time employee within San Mateo County and a valid business license if required by the city or cities in which the business operates.
- Total: 45 pts**
- Items 1-5, will be scored prior to opening financials. Financials must be in a sealed envelope.**
- (6) Financial Offer ..... 55 pts.**
- A. Points will be determined based on 2019 Alcohol Sales
- Total possible points ..... 100 pts.**

ATTACHMENT 6

***Request for Proposal Package  
Master Food & Beverage Concession Agreement RFP  
#2024-2027 Food & Beverage Services  
1-A District Agricultural Association, COW PALACE***

**SCHEDULE OF PROPOSAL SUBMISSION AND PROCESS DATES**

**Please note that these dates are subject to change.**

RFP Released:	Monday March 27, 2023
Pre-Proposal Walk-through:	as requested during the submittal window
Last Day to Submit Questions:	Friday May 26, 2023
Bid Proposals Due: (No Postmark)	Wednesday, June 28, 2023 5pm
Mandatory Interview: (Oral or by Phone)	Tuesday August 1, 2023
Notice of Intent to Award:	Tuesday, August 8, 2023
Fair Board Approval:	Tuesday August 15, 2023
Agreement Commencement Date:	Thursday January 1, 2024

ATTACHMENT 8

**Request for Proposal Package**  
**Master Food & Beverage Concessionaire Agreement**  
**RFP for years 2024, 2025, 2026 and 2027**  
**1-A District Agricultural Association, Cow Palace**

Attachment #7

***Attendance and Alcohol Sales Information***

Annual Grand National Rodeo	2018	2019	* 2022
Paid Attendance	17,949	12,720	8974
Food Sales	\$ 137,001	\$ 92,305	\$ 64,259
Alcohol Sales	\$ 268,184	\$ 208,197	\$ 65,282
	\$ 405,185	\$ 300,502	\$ 129,541

Year-Round Events	2018	2019	2022
Public Events	27	20	10
Food Sales	\$ 164,063	\$ 130,721	\$ 24,843
Alcohol Sales	\$ 226,563	\$ 180,520	\$ 33,641
	\$ 390,626	\$ 311,241	\$ 58,484

***Total Yearly Sales of Food & Alcohol    \$    795,811    \$    611,743    \$    188,026***

***Sales Revenue is based on Gross Sales after taxes.***

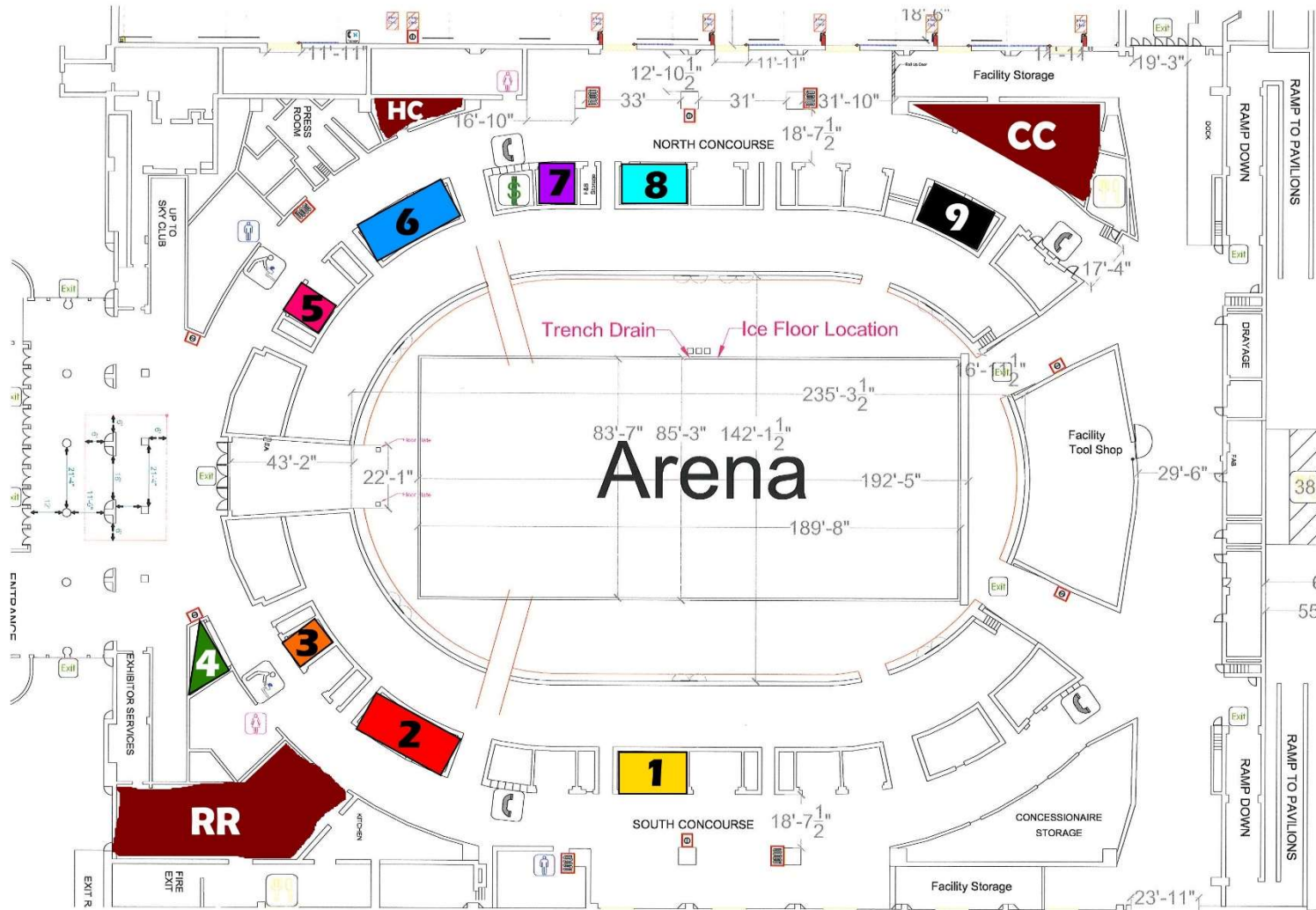
***\*Represents approximately 6 months of event activity in post COVID-19 shut-down.***



EXHIBIT A

# Exhibit A

## Concessions Locations (Stands, Round Up, Caucus, Hunt Club)



**EXHIBIT B**

Sample Fairgrounds Service Agreement & License for Food & Beverage  
Concessions  
Exhibit B to RFP



**1-A DISTRICT AGRICULTURAL ASSOCIATION, COW  
PALACE ~ CONCESSIONS SERVICE AGREEMENT & LICENSE**

THIS AGREEMENT (“Agreement”), made and entered into on \_\_\_\_\_, in the County of San Mateo, State of California, by and between the **1-A District Agricultural Association** (hereafter called the “Association”), and \_\_\_\_\_, a *[insert type of corporation and state of incorporation]* (hereafter called the Licensee).

1. LICENSEE INFORMATION

Licensee \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Primary Contact Name and Number : \_\_\_\_\_

ASSOCIATION INFORMATION

1-A District Agricultural Association  
Allison Keaney  
Chief Operating Officer  
2600 Geneva Avenue, Daly City, CA 94014  
Telephone: 415-404-4121  
Email: [ceo@cowpalace.com](mailto:ceo@cowpalace.com)

All notices under this Agreement shall be in writing and addressed to the parties as set forth above. Any notice sent by certified mail, return receipt requested, shall be effective seventy-two (72) hours after the time of mailing. A notice personally delivered.

or sent by other than certified mail, return receipt requested, shall be effective when received. The address of any party for notice may be changed by giving notice to the other party at any time, in writing, as set out above.

2. SCOPE OF SERVICES

Association hereby contracts with Licensee to perform the services described in **Exhibit A (Scope of Services)**, subject to call terms and conditions herein set forth.

3. LICENSE

In connection with the services herein contemplated, and subject to all terms and conditions of this Agreement, Association hereby licenses to Licensee use of the facilities described in **Exhibit B (Cow Palace Map with Building and Concession Locations)**, a (hereinafter "Facilities") for specific purposes as specified in this Agreement.

4. ASSIGNMENT

No assignment of this Agreement or any duty or interest hereunder in part or in whole shall be made by Licensee without the prior written consent of Association.

5. PAYMENT

As used herein, "gross receipts," means all monies or money equivalent or payable to the Licensee for sales made or services rendered at or from the Facilities from any source related to this Agreement, whether collected or uncollected, whether reported by Licensee or not reported, whether for cash or credit, it being understood, however, that such term shall not include any sales tax or other admission or amusement tax imposed by any governmental entity and collected by Licensee nor does it include certain gratuities received, collected or provided by Licensee for the benefit of its employees.

Payment terms will be in accordance with the type of event, as follows:

*a. Payment and Auditing process for the 1-A District Agricultural Association, Grand National Rodeo, and any other Association Sponsored Events will be as follows:*

- i. Percentage Paid: Licensee shall pay concession fees to Association in accordance with **Exhibit C (Concession Fees)**. Fees shall be calculated as a percentage of all food & beverage/alcoholic beverage sales based on total gross receipts less sales tax and gratuities.
- ii. Licensee shall submit an accounting of total daily gross sales, including sales

**Exhibit B to RFP**

tax to the Association auditor on a daily basis with a daily summary report. Daily summary reports are mandatory, must be specific to each stand/bar and are due by noon the following day. All sales must be transacted using an electronic POS system. Licensee agrees to comply with all adopted sales and reporting procedures even if they are adopted after the commencement of this Agreement.

- iii. Please note that concession payments will be based on adjusted sales totals after the deduction of sales tax and tips.
- iv. Payment is due three days after the Grand National Rodeo or other Association sponsored event.

*b. Payment and Auditing process for Non-Association Hosted Events will be as follows:*

- i. Percentage Paid: Licensee shall pay concession fees to Association in accordance with **Exhibit C (Concession Fees)**. Fees shall be calculated as a percentage of all food and beverage sales based on total gross sales less sales tax and gratuities.
- ii. Daily Sales Reports are due by noon the following day or at an alternative time determine by Association Management
- iii. Payment for all services provided by Licensee for non-fair events is due within three days of the conclusion of the event.

*c. Late Payment Penalty*

- i. Should Licensee fail to pay any concession fees to Association by the time specified in this Agreement, the Association may add interest beginning the day after the due date on the entire balance, at the maximum legal rate allowed by law, compounded monthly, if the Association agrees that it is willing to forgo timely payment. If the Association is unwilling to forgo timely payment, the Association has the right to seize cash from sales on a daily basis.

6. TERM OF AGREEMENT

This Agreement is for a term of four (4) years and shall begin on January 1, 2024 and end on December 31, 2027, unless it is terminated earlier pursuant to Section 8.

7. NOT A LEASE

This Agreement does not constitute a lease but constitutes a mere agreement to Licensee and is limited solely to the Facilities. The parties acknowledge that this Agreement does not constitute a form of a partnership or joint venture between Association and Licensee.

8. TERMINATION

At any time, with or without cause, the Association may terminate this Agreement by thirty (30) business days written notice to Licensee.

Licensee agrees to remove not later than thirty (30) days following the expiration or termination of this Agreement, at its sole cost and expense, all his articles, materials and equipment used in connection with Licensee's operations hereunder, leaving the Facilities in a neat and clean condition. Licensee agrees that, in the event Licensee fails to vacate any portion of Facilities or to leave same in a neat and clean condition, Association is authorized to remove and store such articles, materials and equipment at Licensee's sole cost and expense. All such articles will be stored for no more than 60 days, and Licensee shall reimburse Association for expense thus incurred. After 60 days, Association may dispose of said property as it sees fit without liability to Licensee.

9. INDEMNIFICATION

Licensee agrees to accept all responsibility for loss or damage to any person or entity, including Association, the State of California, the Grand National Rodeo, the Grand National Jr. Livestock Show, and the Friends of the Cow Palace and to indemnify, hold harmless, and release Association and the State of California, the Grand National Rodeo, the Grand National Jr. Livestock Show, and the Friends of the Cow Palace, and their respective officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Licensee, that arise out of, pertain to, or relate to this Agreement. Licensee agrees to provide a complete defense for any claim or action brought against Association, the State of California, Grand National Rodeo, the Grand National Jr. Livestock Show, and the Friends of the Cow Palace based upon a claim relating to Licensee's performance or obligations under this Agreement. Licensee's obligations under this Provision apply whether or not there is concurrent negligence on the part of Association, the State of California, the Grand National Rodeo, the Grand National Jr. Livestock Show, and the Friends of the Cow Palace but, to the extent required by law, excluding liability due to conduct by Association, the State of California, the Grand

**Exhibit B to RFP**

National Rodeo, the Grand National Jr. Livestock Show, and the Friends of the Cow Palace. Association and the State of California shall have the right to select their own legal counsel at Licensee's expense, subject to Licensee's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

10. INSURANCE

With respect to performance of work under this Agreement, Licensee shall maintain and shall require all its subcontractors, Licensees, and other agents to maintain, insurance as described in **Exhibit D (Insurance Requirements)**, which is attached hereto and incorporated herein by this reference.

11. TAXES

Licensee agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Licensee agrees to indemnify and hold Association harmless from any liability which it may incur to the United States or to the State of California as a consequence of Licensee's failure to pay, when due, all such taxes and obligations. In case Association is audited for compliance regarding any withholding or other applicable taxes, Licensee agrees to furnish Association with proof of payment of taxes on these earnings. Licensee must accurately report the sales made on the Association property on their Sales and Use Tax return as required by AB 1499, Chapter 798, Stas. 2017 (The Cow Palace, 1-A DAA, is a "state designated fairground).

12. SIGNS, ADVERTISING AND APPROVAL OF NAME

No signs, names, placards, or advertising matter shall be circulated or published nor inscribed, painted or affixed upon Association's property, without prior written consent of the Association. All signage shall be professional in appearance and no hand-written signage is allowed. Sign holders shall be clean and in good condition.

13. PERMITS AND LICENSES

Licensee shall obtain all necessary permits and licenses required to operate a Food & Beverage operation at the facility, including but not limited to health permits and alcohol beverage service permits. All permits and licenses must be current and shall be on file with the Association at all times during the term of this Agreement.

14. STATUTORY COMPLIANCE

Licensee agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they



exist now and as they are changed, amended, or modified during the term of this Agreement.

15. COMPLIANCE WITH ASSOCIATION POLICIES

Licensee shall comply with the 1-A District Agricultural Association Alcohol Management Policies, attached hereto as **Exhibit F**.

16. NONDISCRIMINATION

Without limiting any other provision hereunder, Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County of San Mateo's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

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

17. TITLE VII AND AMERICANS WITH DISABILITIES ACT

Licensee shall comply with all provisions of Title VII, the Fair Employment and Housing Act, and the Americans with Disabilities Act in its treatment of employees, patrons, and all other visitors to the Facility. Licensee, by signing this Agreement, assures Association that it complies and shall continue to comply 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.

19. HAZARDOUS SUBSTANCES

No goods, merchandise or material shall be kept, stored, or sold in or on Association's property that are in any way explosive or hazardous. No machinery or apparatus shall be used or operated at the Facilities in a manner that will in any way imperil the premises or adjacent buildings. Nothing contained in this paragraph shall preclude Licensee from bringing, keeping, or using on or about the Facilities such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its said business or from carrying on its business in all respects as is generally used. Gasoline and oils shall be stored, handled, and dispensed as required by present and future regulations and laws.

20. ATTORNEYS' FEES

In the event of legal action by Association against Licensee arising out of this Agreement, Licensee agrees to pay all legal costs incurred by Association in the prosecution of such action, including the Association's reasonable attorney fees.

21. TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.

22. INDEPENDENT CONTRACTOR

Licensee is an independent contractor, working under its own supervision and direction and is not a representative of Association. Licensee agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

23. LICENSEE'S STANDARD OF CARE

Association has relied upon the professional ability and training of Licensee as a material inducement to enter into this Agreement. Licensee hereby warrants that all of Licensee's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Licensee's work by Association shall not operate as a waiver of release.

24. MISCELLANEOUS PROVISIONS

24.1. *No Waiver of Breach.* The waiver by Association of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

24.2. *Construction.* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Licensee and Association acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Licensee and Association acknowledge that they have each had an

adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

24.3. *Survival of Terms.* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. APPLICABLE LAW AND FORUM

This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Daly City or the forum nearest to the city of Daly City, in the County of San Mateo.

26. SEVERABILITY

The invalidity or illegality of any provision shall not affect the remainder of the Agreement.

27. MERGER

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by Licensee and the Association.

The following Exhibits are attached hereto and incorporated herein:

Exhibit A – Scope of Services

Exhibit B – Cow Palace Map Concession Locations

Exhibit C – Concession Payments to Association

Exhibit D – Insurance Requirements

Exhibit E – List of Excluded Events

Exhibit F – Alcohol Management Policies

Exhibit G – Facility Equipment

Exhibit I – Capital Improvement Plan

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

1-A District Agricultural Association

[LICENSEE]

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Its:

By: \_\_\_\_\_

Name:

Its:

**Exhibit A**

**STATEMENT OF WORK TO BE PERFORMED-SCOPE OF SERVICES**

(As Outlined in the RFP, with any changes that are negotiated and mutually agreed upon by both parties)

**Exhibit B**

**Cow Palace Map of Concessions Locations**

(As Outlined in the RFP)

**Exhibit C**

**Concessions Payments to Association**

(As Outlined in the RFP, with any changes that are negotiated and mutually agreed upon by both parties)

**Exhibit D**

**Insurance Requirements**

(As Outlined in the RFP)

**Exhibit E**

**List of Excluded Events**

(As Outlined in the RFP)

**Exhibit F**

**Alcohol Management Policies**

(As Outlined in the RFP)

**Exhibit G**

**List of Equipment**

(As Outlined in the RFP)

[END OF EXHIBIT B]

EXHIBIT C

## Exhibit C

### Insurance Requirements

Licensee shall maintain and require its subcontractors, vendors, exhibitors and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements.

Association reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Licensee has employees.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Coverage:
  - i. Certificate of Insurance

If Licensee currently has no employees, Licensee agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

#### 2. General Liability Insurance

California Fair Services Authority  
**INSURANCE REQUIREMENTS**  
(Revised effective January 1, 2023)

##### I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions\*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

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

e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.



5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

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

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

## II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

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

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

### **III. Participant Waivers**

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

EXHIBIT D

**1-A District Agricultural Association,  
COW PALACE  
Alcohol Management Policies**

State ABC Laws

1. Only persons 21 years or older may consume or be served an alcoholic beverage.
2. Identification as evidence of age must be issued by a government entity, including the date of birth, description and photo of the person, and have no alterations.
3. Persons who appear to be intoxicated will not be served. Some of the overt symptoms of intoxication include but are not limited to: blood shot or watery eyes, slurred speech, unsteadiness on his/her feet, strong odor of alcohol, disheveled appearance, loud and boisterous behavior.
4. Licensee must refuse service to any person who is unable to provide bona fide documentation of age or who appears to be intoxicated.

Association Policy

1. Limit of two (2) cups per person per purchase, or one (1) cup per person if there appears to be a problem with pass-offs.
2. Proof of age is required for anyone appearing to be 30 years old or younger. Management encourages wrist banding of 21 and older and may require it at certain events.
3. Sale of service of alcoholic beverages will cease one (1) hour prior to event closing, or as otherwise may be deemed necessary by Association Manager.
4. No one is allowed to bring his/her own alcohol into the Facility, or to take it from the Facility without prior authorization from Association Management.
5. Low-alcohol and non-alcohol beer may be available whenever possible. If so, it will not be available for sale or service to minors.
6. Security is required at any event where alcohol is being served or sold.

Public Awareness

1. Licensee must provide signage at every site stating:
  - a. Proof of ages/identification
  - b. Cut-off time and price of beer/alcoholic drinks

## General Duties of Licensee

The following represents a summary of the most relevant laws pertaining to those individuals or organizations service alcoholic beverages.

**Section 25602 – Obviously Intoxicated Person:** Every person who sells, furnishes, gives, or causes to be sold, furnished, or given away, any alcoholic beverage to any habitual or common drunkard or to any obviously intoxicated person is guilty of a misdemeanor.

NOTE: This section does not penalize the seller for selling to an intoxicated person but only to an obviously intoxicated person.

**Section 25602.1 – Civil Liability:** Notwithstanding subdivision (b) of Section 25602, a cause of action may be brought by or on behalf of any person who has suffered injury or death against any person licensed, or required to be licensed, pursuant to Section 23300, or any person authorized by the federal government to sell alcoholic beverages on a military base or other federal government to sell alcoholic beverages on a military base or other federal enclave, who sells, furnishes, gives or causes to be sold, furnished or given away any alcoholic beverage, and any other person who sells or causes to be sold, any alcoholic beverage, to any obviously intoxicated minor where the furnishing, sale or giving of that beverage to the minor is the proximate cause of the personal injury or death sustained by that person.

**Section 25658(a) – Sales to Minors:** Every person who sells, furnishes, gives or causes to be sold, furnished, or given away, any alcoholic beverage to any person under the age of 21 is guilty of a misdemeanor.

**Section 25658(b) – Sales to Minors (Consumption):** Any person under the age of 21 who purchase any alcoholic beverage, or any person under the age of 21 years who consumes any alcoholic beverage in any on-sale premises, is guilty of a misdemeanor and shall be punished by a fine or not less than two hundred dollars (\$200), no part of which shall be suspended.

**Section 25658(c) – Sales to Minors (Permitting Consumption):** Any on-sale licensee who knowingly permits a person under the age of 21 years to consume any alcoholic beverage in the on-sale premises, whether or not the licensee has knowledge that the person is under the age of 21 years, is guilty of a misdemeanor.

**Section 25658.5 – Attempt to purchase by minor:** Any person under the age of 21 years who attempts to purchase any alcoholic beverage from a licensee, or the licensee's agent or employee, is guilty of an infraction and shall be punished by a fine of not more than one hundred dollars (\$100). A second or subsequent violation of this section shall be punished by a fine of not more than two hundred fifty dollars (\$250), or the person shall be required to perform up to 36 hours of community service during hours when the person is not employed or is not attending school, or a combination of fine and community service, as the court deems just.

**Section 25659 – Right to refuse service to minors:** For the purpose of preventing the violation of Section 25658, and licensee, or his agent or employee, may refuse to sell or serve alcoholic beverages to any person who is unable to produce adequate written evidence that he or she is over the age of 21 years.

**Section 25660 – Documentary Evidence of Age:** Bona fide evidence of majority and identity of the person is a document issued by a federal, state, county, or municipal government, or subdivision or agency thereof, including, but not limited to, a motor vehicle operator's license, a registration certificate issued under the Federal Selective Service Act, or an identification card issued to a member of the Armed Forces. Proof that the defendant-licensee, or his employee or agent, demanded, was shown and acted in reliance upon such bona fide evidence in any transaction, employment, use, or permission forbidden by Sections 25638, 25663 or 25665 shall be a defense to any criminal prosecution therefore or to any proceedings for the suspension or revocation of any license based thereon.

**Section 25660.5 – Furnishing Identification:** Any person who sells, gives, or furnishes to any person under the age of 21 years any false or fraudulent written, printed, or photostatic evidence of the majority and identity of such person or who sells, gives or furnishes to any person under the age of 21 years evidence of majority and identification of any other person is guilty of a misdemeanor.

**Section 25661 – Use of False Identification by Minor:** Any person under the age of 21 who presents or offers to any licensee, his agent or employee, any written, printed, or photostatic evidence of age and identity which is false, fraudulent, or not actually his own for the purpose of ordering, purchasing, attempting to purchase or otherwise procuring or attempting to procure, the serving of any alcoholic beverage, or who has in his possession any false or fraudulent written, printed, or photostatic evidence of age and identity, is guilty of a misdemeanor and shall be punished by a fine of at least two hundred dollars (\$200), no part of which shall be suspended.

**Section 25663(a) – Employment of Minors In On-Sale Premises:** Every person who employs or uses the services of any person under the age of 21 years in or on that portion of any premises, during business hours, which are primarily designed and used for the sale and service of alcoholic beverages for consumption on the premises is guilty of a misdemeanor.

**Section 25667 – Service by Minors:** Nothing in this division shall be construed to prohibit the service of any alcoholic beverage by any person between 18 and 21 years of age in any bona fide public eating place, as defined in Sections 23038 and 23038.1, which is licensed for the on-sale of alcoholic beverages, where such person is not acting in the capacity of a bartender and the service occurs in an area primarily designed and used for the sale and service of food for consumption on the premises.

COMMENT: Effective January 1, 1977, persons between the ages of 18 and 21 years are permitted to work in premises defined as bona fide public eating place (license types 41, 47 and various club licensed premises) provided the following conditions exist:

- Premises must be licensed as a bona fide eating place;
- Person cannot act as a bartender, and;
- Service of the alcoholic beverage occurs in an area designed primarily for service and consumption of food.

**Section 22430(a) – Identification Cards:** No deceptive identification document shall be manufactured, sold, or offered for sale unless there is at the bottom of the face of the document, in not less than 14-point type and printed conspicuously on the document, the following statement: **NOT A GOVERNMENT DOCUMENT**, and also printed conspicuously on the document, the name of the manufacturer.

**Section 22430(b) – Identification Cards:** As used in this section, “deceptive identification document: means any document not issued by a governmental agency of this state, another state, or the federal government, which purports to be, or which might deceive an ordinary reasonable person into believing that it is, a document issued by such an agency, including, but not limited to, a driver’s license, identification card, birth certificate, passport, or Social Security card.

EXHIBIT E

***Request for Proposal Package  
Master Food & Beverage Concession Agreement  
RFP #2024-2027 Food & Beverage Services  
1-A District Agricultural Association, COW  
PALACE***

***Excluded Events***

- 1) The Great Dickens Christmas Fair (November/December)
- 2) Circus Caballero (August)
- 3) Punk in Drublic (September)



EXHIBIT F

**Request for Proposal Package**  
**Master Food & Beverage Concession Agreement**  
**RFP #2024-2027 Food & Beverage Services**  
**COW PALACE**  
**1-A District Agricultural Association**

**Facility Equipment**

**Stand One** – Approximately 160 Square Feet

- Small walk-in refrigerator
- Warming drawer unit (2 drawers)
- Hot dog roller
- 220 Outlets: 1
- 110 Outlets: 9

**Stand Two** – Approximately 280 Square Feet

- Small walk-in refrigerator
- Chest freezer
- 220 Outlets: 2
- 110 Outlets: 13

**Stand Three** – Approximately 64 Square Feet

- 220 Outlets: 1
- 110 Outlets: 5

**Stand Four** – Approximately 40 Square Feet

- Small walk-in refrigerator
- Food warmer
- Popcorn merchandiser
- 220 Outlets: 2
- 110 Outlets: 7

**Stand Five** – Approximately 64 Square Feet

- Hot dog roller
- 220 Outlets: 1
- 110 Outlets: 5

**Stand Six** – Approximately 280 Square Feet

- Hot dog roller
- 220 Outlets: 11
- 110 Outlets: 16

**Stand Seven** – Approximately 150 Square Feet

- 1 Kegerator
- Reach-in refrigerator
- Popcorn machine
- 3-compartment sink
- Bar sink
- 220 Outlets: 4
- 110 Outlets: 8

**Stand Eight** – Approximately 120 Square Feet

- Small walk-in refrigerator
- Warming drawer unit (2 drawers)

**Stand Nine** – Approximately 160 Square Feet

- 1 Kegerator
- Warming drawer unit (2 drawers)
- Hot dog roller
- Tabletop food warmer
- 110 Outlets: 7

**Commissary Kitchen** – Approximately 360 Square Feet

- Ice machine
- Large single well sink
- Washer and dryer

**Round Up Room** – Approximately 600 Square Feet (Kitchen)

- Walk in (12' x 14')
- Dishwasher
- 3-compartment sink
- Steamer
- Convection oven (double)
- Cres Cor warming cabinet
- Buffet line with warming stager
- 3 fryers

**Hunt Club**

- 5 compartment sink
- Small walk-in refrigerator
- 110 outlets: 3
- Bar
- 10 tall cocktail tables

**Bull Pen** (lower level walk up restaurant)

- Rolling refrigerator
- Rolling freezer
- 2 warming food stagers
- Prep sink
- 2 convection ovens (double)
- 2 fryers
- Three compartment sink

**Carts**

Beer, popcorn, beverage: 10 total

**Other Equipment**

- 4 Cres Cor warming cabinets
- 3 condiment counters (stainless)
- 10 Countertop merchandisers
- 2 warming drawer units (2 drawers)
- 1 Popcorn maker