



Request for Proposal – Paid Parking Management Services UTAH STATE FAIRPARK

Solicitation Title:	Paid Parking Management Services
Release Date:	March 28, 2023
Zoom Pre Bid discussion (optional) <i>link to the meeting on utahstatefair.com/RFP</i>	Monday, April 6, 2023 11:00AM
Deadline for questions	Tuesday April 11, 2023 5:00PM
Proposal Submission By:	Tuesday, April 18, 2023
Selection Announcement	Friday April 21, 2023

For Information contact: Becky Knight
C: 801.538-8400
E: beckyk@utahstatefair.com

Section 1 - Introduction & Scope of Expectations

1.01 Introduction

The Utah State Fairpark (herein after referred to as USFC) was created by the state of Utah in 1902 and held its first public event in August of that same year. The USFC "Utah State Fair USFC" was created in 1856 in response to meet the educational needs of the newly arrived residents, and to celebrate their many accomplishments by hosting competitive exhibits for public participation.

1.02 Purpose

Currently Fairpark parking lots are heavily congested with traffic and reach capacity two to three times per day, prospective visitors are becoming frustrated with the long wait times. In many cases visitors choose to either find on street parking, or simply wait for another parked vehicle to leave. Visitors who choose to wait typically do so either by idling while parked on the shoulder of the road or by circulating through the surrounding neighborhood multiple times until a parking space opens. The increased demand for on street parking is frustrating our neighbors who are dependent on these spaces. A congested parking system directly contributes to safety concerns for pedestrians, who currently walk within the surrounding community to access the Fairpark.

Below are some numbers to better explain the impact on the current parking system during the summer season (May 1-September 30):

- Four major events per month
- One million annual visitors
- Three hundred vehicles per hour during peak periods

Current Parking Spaces

The Utah State Fair currently has 3 separate parking lots with a combined total of 2,520 Parking Spaces. And two conditional use offsite parking lots with a total of 2,001 seasonal parking spaces. Roughly 1,100 of the onsite parking spaces are unpaved and require lot attendants to maximize parking. While others provide oversized vehicle parking (trucks and stock trailers)

Main Lot

This is on the fair park and consists of 1,400 parking spaces. Fifty of these spaces are reserved Monday through Friday for the Utah Driver's License Office only; The Fairpark requires that these parking spaces be free to the public and Driver's License Employees, and that their vehicles be identified by some sort of parking permit or license registration system. The successful respondent will need to offer a solution for the Fairpark and Driver's License to validate parking when and as needed.

White Ball Park Parking Lot

The White Ball Park parking Lot is south of the Fairpark, on the opposite side of North Temple Street and is not paved. The lot is gravel and will need to be stripped (single line) routinely to Maximize parking. The lot consists of 1,100 parking spaces and supports vehicles and trailers.

Lot A

The Lot has 250 paved spaces, this lot is considered an Optional lot and is only used for larger events, and also supports tow vehicles, trailers, and at times overnight parking. This lot is west of the Fairpark on the other side of the Jordan River.

West Seasonal Lots

The West Lot is seasonal and is only used for large event overflow parking. This area will have available: 2001 paved spaces for passenger vehicles. A shuttle service is deployed to move guests to and from the Fairpark. The West Seasonal Lots are 1.5 miles west of the Fairpark adjacent to North Temple Street.

Summary

Automated or Attended Parking Management Program: AUTOMATED SYSTEM provide a comprehensive parking technology system designed for event venue operations. The theory of operations is that visitors will have several options for booking and payment fulfillment to reserve their parking space before each event through several different payment channels. Guests who do not purchase a parking reservation ahead of time will be able to pay via a mobile payment app or mobile friendly web site using their mobile phone, Fairpark ticket booth, or onsite utilizing the services of a parking ambassador with a handheld payment device. The system will include license plate recognition cameras at all entry and exit points for the parking areas and will include an enforcement system that will reconcile paid and unpaid vehicles and provide enforcement actions for visitors who do not pay.

Products

- 1) **Parking Reservations** – The system needs to provide the ability for visitors to reserve a parking space for individual events at the venue and include the following abilities.
 - a) Ability to use digital ticket and or license plate as a reservation credential.

- b) Ability to have an in-cart integration with ETIX, AXIS, TICKETMASTER to provide parking with an event ticket purchase.
 - c) Ability to bulk fulfil large amounts of visitors – such as VIPs or season ticket holders – to be registered in advance for parking for individual events.
 - d) Ability to provide widgets that can be embedded within various websites showing available parking for upcoming events.
 - i) Including ability to provide unique pricing on each individual widget on different websites.
 - e) Ability to provide URL links that have unique pricing.
 - f) Ability to provide a trip planner email to all reservation holders before going to the event.
 - i) Including the ability to integrate with Waze to provide a trip planner link that can provide an estimated time a visitor needs to leave their starting point to arrive at the venue on time.
 - g) Ability to provide unique pricing to unique email addresses.
 - h) Ability to provide unique pricing to unique email domain addresses.
 - i) Including the ability to limit the number of reservations that can be purchased at that unique price.
- 2) **Digital Payment Signage** – The system needs to be able to provide physical payment signage/Kiosk at the venue location that will allow visitors who have not already paid for a parking reservation to be able to pay the drive-up parking rate with the following abilities.
- a) Ability to provide physical payment signage that is large, visible, and can sustain outdoor conditions, being at least 21” x 31” in size and made of DIBOND aluminum composite material.
 - b) Ability to include a QR code that will allow visitors to scan link and pay for parking on their smartphone.
 - c) Ability to include an App Clip code that will allow visitors with Apple iPhones to use an Apple App Clip to pay for parking on their Apple iPhone.
 - d) Ability to allow parkers to pay without downloading a mobile application.
 - e) Ability to utilize Google Pay and Apple Pay.
- 3) **Enforcement** – The system needs to be able to provide enforcement capabilities to take action when a visitor parks at the venue but chooses not to pay for parking via a reservation or an on-site payment with the following abilities.
- a) Ability to utilize license plate recognition cameras placed at entry and exit points of the parking areas to be able to recognize the date, time, license plate number, and license plate state of vehicles entering and exiting the parking areas.
 - b) Ability to reconcile vehicles entering and exiting the parking area with the payment records from reservations and on-site payments to determine who has paid for parking for the event.
 - c) Ability to allow for a configurable grace period for guests to be able to enter the parking area and pay before incurring any enforcement actions.
 - d) Ability to send Parking Notices via text messages or mailed letters to parkers who have parked in the designated parking areas without having paid for a parking reservation or paid on site during an event.
 - e) Ability to provide handheld enforcement devices and software that allow the venue to manually write Parking Notices if necessary for additional parking violations, such as violating handicapped policies.

- 4) **Handheld Payment Devices** – The system needs to provide handheld payment devices for venue parking ambassadors to assist parkers pay for parking if they are unable to scan the Digital Payment Signage with the following abilities.
 - a) Ability to accept credit cards as a form of payment.
 - b) Ability to accept cash as a form of payment.
 - c) Ability to utilize a ruggedized handheld device capable of being used in outdoor conditions.
 - d) Ability to scan parking reservations to confirm a reservation for a specific event at the venue.
 - e) Ability to be configured to be placed at the entry point of each parking area so that parkers are required to either check in with their reservation or pay via credit card or cash in the parking lane before parking in case of unique operating days.

Vendor

- 1) All parking products listed in PRODUCTS section to be provide and developed by vendor.
- 2) Vendor shall have installed one or more of its products in a metropolitan area in which the USFC can validate

Parking Ambassadors

- 1) From time to time the successful respondent will be required to staff and provide parking services to assist arriving guest locate parking, and to maximize lot capacities by ensuring that all available parking stalls are identified and made available for new visitors.
- 2) Some remote lots are not striped and will need ambassadors to direct parking thereby maximizing capacity.

Attended Parking Solutions

- 1) Realizing that automation may not be the best option for the USFC, we will be accepting proposals to provide traditional parking services.
- 2) Ticket Sellers, Tickets Booths, parking lot ambassadors and individuals to direct visitor parking.
- 3) Supervisors to oversee all parking operations.
- 4) Issuance of parking fines (process)

Budget

- 1) Annual gross revenue potential \$650,000-750,000
- 2) USFC will entertain a commission of sales proposal with (no upfront cost to the USFC)
- 3) USFC will entertain proposals where the USFC pays for all capital improvements and retains most of the commission.
- 4) USFC will entertain a blend of both financial structures.
- 5) Respondents replying to the “attended version” of the RFP must provide hourly rates for staffing. And all other fees required to manage the operation. Fees must be listed separately. See Attended Parking Solutions for additional detail.

Section 2 – General Instructions

2.01 Deadline for Proposals

Proposals shall be received by Utah State USFC no later than **4:00 p.m. Mountain Standard Time on April 18, 2023**. Proposals may be emailed to Becky Knight, beckyk@utahstatefair.com or hand delivered during business hours, Monday – Friday, 8:00 a.m. to 4:00 p.m. or otherwise transmitted to the address below:

Utah State Fair USFC
155 North 1000 West
Salt Lake City, Utah 84116
Attention: Becky Knight

2.02 Electronic Mail Address Required

The majority of communication regarding this procurement will be conducted by electronic means (email). The offeror must provide a valid email address to receive copies of submittal questions pursuant to the terms of this RFP.

2.03 Email Questions Regarding Interpretation of the RFP and Contract Documents

At any time during this procurement up to Wednesday April 11, 2023, Offeror may request, in writing via email, a clarification or interpretation of any aspect of the Opportunity. Such written requests shall be made to the above addressee. The proposer making the request shall be responsible for its proper delivery to USFC.

If it should appear to a prospective Offeror that the performance of the work under the Contract or any of the matters relating thereto, is not sufficiently described or explained in the documents, or that any ordinance, rule, regulation, or other standard or requirement, the Offeror shall submit a written (via Email) request for clarification to the USFC within the time period specified above. All responses prepared in reply to a request for clarification will be sent to all proposers.

Becky Knight
801.538-8400
Email: beckyk@utahstatefair.com

2.04 Oral Presentations

Following Evaluation of Written Proposals, Offeror(s) may be requested to provide oral presentations to the USFC. Failure to comply with such request will disqualify Offeror from bid process. Selection is at the sole discretion of the USFC and a contract may be awarded based on the initial proposals received.

Section 3 – PROPOSAL INSTRUCTIONS AND GENERAL PROVISIONS

UTAH STATE FAIR USFC

3.01 PROPOSAL PREPARATION:

- (a) Failure to examine drawings, or carefully read all instructions and specifications will be at BIDDER'S risk.
- (b) All prices and notations must be in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation.
- (c) Price each item separately. Unit price shall be shown, and a total price shall be entered for each item offered. The unit price will govern if there is an error in the extension.
- (d) Prices quoted must be firm for complete delivery of services specified.
- (e) Delivery of services as proposed is critical and must be adhered to.

3.02 SUBMITTING THE PROPOSAL:

- (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly addressed envelope to the UTAH STATE FAIR USFC, 155 North 1000 west, SLC, UT 84116. The "Solicitation Title" and "Due Date" must appear on the outside of the envelope.
- (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and treated accordingly. Your proposal will be considered only if it is submitted on the forms provided by the USFC. The USFC will accept quotes via email. Emailed quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the request.
- (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the USFC unless specifically included in the proposal and accepted by the USFC.
- (d) All purchases are subject to the Purchasing and Procurement Policies as adopted by the USFC.
- (e) By signing the proposal, the offeror certifies that all information provided is accurate; that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions; that prices quoted may not be withdrawn for a period of 120 days from proposal due date.

3.03 BONDS: The USFC has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

3.04 PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposal. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the USFC and may be returned only at the USFC's option. Proposals submitted may be reviewed and evaluated by any person (s) at the discretion of the USFC.

3.05 SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the USFC and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

3.06 AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the offeror whose proposal is determined to be the most advantageous to the USFC, taking into consideration price and evaluation factors set forth in the opportunity. The contract file shall contain the basis on which the award is made. (b) The USFC can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the USFC believes it would serve the best interest of the USFC. (c) Before, or after, the award of a contract, the USFC has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) Proposals will not be available for public review. Proposals will be seen only by authorized staff and those selected to evaluate them.

3.07 ANTIDISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title V II of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agree to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also, offeror agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. The offeror further agrees to furnish information and reports to the USFC, upon request for the purpose of determining compliance with these statutes. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. OFFEROR MUST INCLUDE THIS PROVISION IN EVERY SUBCONTRACT OR PURCHASE ORDER RELATING TO PURCHASES BY THE USFC TO ENSURE THAT SUBCONTRACTORS AND VENDORS ARE BOUND BY THIS PROVISION.

3.08 Notice to responders: the terms and conditions of this RFP along with additional language required by law will be transferred into a formal agreement "CONTRACT" that must be executed by both parties. The awarding of this opportunity will not be recognized until the "CONTRACT has been fully executed.

Section 4 – Terms of Contract

4.01 Term of Contract

The term of this contract (if offered) shall be May 1, 2023 to April 30, 2026
Additional options may be exercised solely at the discretion of USFC.

Section 5 - Evaluation Negotiation and Award

5.1 Proposals will be evaluated based on the specific responses to all individual items, with consideration given to how they relate to the Offeror's qualifications, proven expertise and experience in the industry, overall marketing support, quality of management of staff, and customer service

philosophy: as well as financial considerations, proposed equipment levels, and completeness of the response.

USFC reserves the right to consider all elements entering into determining the qualifications of the Offeror, and to accept or reject any or all bids and any part or parts of any bid. USFC reserves the right to accept or reject any quote as determined to best serve the needs of the USFC and reserves the right to award all or a portion of the RFP. After evaluation of the RFP responses, agencies may be selected to make oral presentations. Selection is at the sole discretion of the USFC and a contract may be awarded based on the initial quotes received.

Section 6 – Attachment B

6.1 DEFINITIONS

"Request for Proposal" means all documents, attached, or incorporated by reference, used for soliciting proposals.

"Utah State USFC or USFC" is the soliciting party and is responsible for issuing the Request for Proposal and subsequent Agreement to the successful offeror.

"Offeror" is the person or any legal entity that chooses to submit a response to the Request for Proposal.

"Pronouns" All personal pronouns used, whether used in a masculine, feminine, or neuter gender, shall include all genders. The singular shall include the plural and the plural shall include the singular.

"Annual State Fair" means the Utah State Fair held at the Utah State USFC in Salt Lake City, Utah. It is generally held during the month of September, traditionally starting the Thursday after Labor Day and ending the Sunday eleven days thereafter. The beginning date and the number of operating days for the Annual State Fair are subject to change.

"Interim Events" means any event held on the Utah State USFC other than the Annual State Fair.

"Can", "may", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor.

"Must, shall", "will", or "require" identify a mandatory item or factor.

6.2 CONTRACT ADMINISTRATOR

Currently, the Contract Administrator for this Agreement will be USFC's Executive Director. This individual is designated to administer the Agreement and may delegate this responsibility to an individual of his/her choosing on behalf of the USFC.

6.3 TERMINATION

The Agreement in its entirety may be terminated if:

- 1) The USFC
 - a) At the end of the initial three (3) year term if the USFC chooses to exercise its right not to extend the agreement; or
 - b) At the end of either of the (1) one year extensions the USFC chooses to exercise its right not to extend the agreement.
- 2) The Offeror is in "Default" as described below:
 - a) Failure to observe, perform, or comply with any of the terms, covenants, agreements, or conditions contained in the Agreement; or

- b) Offeror ceases operation of a facility (other than due to an event of Force Majeure, condemnation, or casualty) and does not cure such failure, after receiving written notice, in the time appropriated by the USFC; or
 - c) Any petition is filed by or against the Offeror under any section or chapter of the Federal Bankruptcy Act or any other Federal or State bankruptcy or other similar law, and such petition is not dismissed within sixty (60) days after the date of such filing; or
 - d) The Offeror, its agents or employees, or its sub-contractor and its employees, engages in any illegal business while within the USFC property and/or its facilities, or while representing the USFC.
- 3) Either the Offeror or the USFC chooses to terminate without cause in writing, with at least sixty (60) days written notice.

6.4 INCOPORATION BY REFERENCE

This Request for Proposal, written clarifications to the Request for Proposal, responses to questions, and the concessionaire's response to the Request for Proposal along with their Best and Final Offer shall be incorporated by reference in the proposed Agreement.

6.5 TAXES, LICENSES, AND DEBTS

The Offeror shall promptly pay all taxes and other extractions assessed, pay all licenses and permit fees applicable, acquire and keep current all licenses, local, state, or federal, required as the result of the Offeror operations at the USFC, and pay all providers in a timely manner. In the event the Offeror fails to obtain and maintain proper licenses, and/or fails to maintain good standing with its providers, the proposed agreement may be terminated.

6.6 STATUS OF CONTRACOR

The Offeror and its agents and employees are independent contractors performing services for the USFC and are not nor ever will be employees of the USFC. The offeror acknowledges that all sums received are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self -employment tax.

6.7 ASSIGNMENT

The Offeror shall not assign or transfer any interest in the proposed agreement or assign any claims for money due or to become due under this proposed agreement.

6.8 SUBCONTRACTING

The Offeror shall not subcontract any portion of the services to be performed under the proposed agreement without the prior written approval of the USFC.

6.9 PRODUCT OF SERVICE (COPYRIGHT)

All materials and/or products developed and produced by the Offeror under the proposed Agreement shall become property of the USFC and shall be delivered to the USFC no later than the termination date of the proposed Agreement. Nothing produced, in whole or in part, by the Offeror under the proposed agreement shall be the subject of an application for copyright by or on behalf of the Offeror.

6.10 RULES AND REGULATIONS

1) SIGNAGE

- a) Any decoration or signage affixed to USFC property must have prior approval in writing from the USFC.

2) RIGHT TO RESTRICT ACCESS

- a) The USFC may establish Security Checkpoints at the Interim Events and the Annual State Fair and retains the right to restrict access to customers, employees, and/or vendors of Offeror.

3) OFFEROR PERSONNEL

- a) Offeror's service shall be prompt and efficient. The USFC reserves the right, at any time, to require the Offeror to, immediately, modify its staffing and/or locations to better serve the customer.
- b) Offeror employees shall be clean and courteous and neat in appearance. Offeror shall not permit any of its employees at the Premises to use foul or profane language, or act in a loud or boisterous or otherwise improper manner. The USFC reserves the right to request to remove any employee not meeting these said standards.

4) HAZERDOUS USE

- a) Offeror agrees to keep any supplies deemed unsafe or hazardous to any person or property in a locked or closed off space when not being used.
- b) In the event Offeror discovers or creates a hazardous or potentially hazardous condition at any location on the USFC the Offeror shall give immediate verbal notice to the USFC.
- c) In the event an issue or concern is discovered, the USFC will inform the Offeror, in writing, of such issues or concerns, in which the Offeror must be responsive and address all issues and concerns immediately. Failure to address any issue or concern may result in the termination of the Agreement.

5) NOTIFICATION

- a) USFC intends to complete evaluations in a timely and efficient manner. Qualified Offerors may be selected to prepare formal presentations. USFC will notify all Offerors via email of the disposition of their response upon selection of the successful Vendor.
- b) Following evaluation of written proposals, Offerors may be requested to offer oral presentations to USFC. Failure to comply with such request will disqualify Offeror from bid process. Selection is at the sole discretion of the USFC and contract may be awarded based on the initial proposals received.

6) REQUEST FOR PROPOSAL INSTRUCTIONS AND GENERAL PROVISIONS

A. PROPOSAL PREPARATION:

- (a) Failure to examine drawings, or carefully read all instructions and specifications will be at Vendor's risk.
- (b) All prices and notations must be in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation.

- (c) Price each item separately. Unit price shall be shown and a total price shall be entered for each item offered. The unit price will govern if there is an error in the extension. (d) Prices quoted must be firm for complete delivery of services specified. (e) Delivery of services as proposed is critical and must be adhered to.

B. SUBMITTING THE PROPOSAL:

- (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly addressed envelope to the UTAH STATE FAIPARK, 155 North 1000 west, Salt Lake City, UT 84116. The 'Solicitation Title and "Due Date" must appear on the outside of the envelope.
- (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and treated in accordingly. Your proposal will be considered only if it is submitted on the forms provided by the USFC. The USFC reserves the right to consider emailed quotes. Emailed quotes are submitted at the sole option and risk of the Offeror and must be responsive to all conditions and specifications included in the RFP.
- (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the USFC unless specifically included in the proposal and accepted by the USFC.
- (d) All purchases are subject to the Purchasing and Procurement Policies as adopted by the USFC.
- (e) By signing the proposal the Offeror certifies that all information provided is accurate; that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions; that prices quoted may not be withdrawn for a period of 60 days from proposal due date.

C. BONDS: The USFC has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the Offeror in an amount not to exceed the amount of the contract.

D. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their proposal which not to be disclosed to the public or used for purposes other than the evaluation of the proposal Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the USFC and may be returned only at the USFC's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the USFC.

E. AWARD OF CONTRACT:

- (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible Offeror whose proposal is determined to be the most advantageous to the USFC, taking into consideration price and evaluation factors set forth in the RFP. The contract file shall contain the basis on which the award is made.
- (b) The USFC can reject all proposals. And it can waive any informality, or technicality in any proposal received, if the USFC believes it would serve the best interest of the USFC.
- (c) Before, or after, the award of a contract, the USFC has the right to inspect the Vendor's premises and all business records to determine the Vendor's ability to meet contract requirements.
- (d) Proposals will not be available for public review. Proposals will be seen only by authorized staff and those selected to evaluate them.

G. ANTIDISCRIMINATION ACT:

The Offeror agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title V II of the Civil Rights Act of 1964 (42 USC 2000e),

which prohibits: VI. discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agree to abide by Executive Order No. 11246, as amended, which prohibits EVALUATION, NEGOTIATION AND AWARD discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also, Offeror agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. The Offeror further agrees to furnish information and reports to the USFC, upon request for the purpose of determining compliance with these statutes. This contract may be canceled if the Offeror fails to comply with the provisions of these laws and regulations. Offeror MUST INCLUDE THIS PROVISION IN EVERY SUBCONTRACT OR PURCHASE ORDER RELATING TO PURCHASES BY USFC TO INSURE THAT SUBCONTRACTORS AND OFFEROR ARE BOUND BY THIS PROVISION.

Proposals will be evaluated based on the specific responses to all individual items, with consideration given to how they relate to the Offeror's qualifications, proven expertise and experience in the industry, overall marketing support, quality of management of staff, and customer service philosophy; as well as financial considerations, and completeness of the response. USFC reserves the right to consider all elements determining the qualifications of the Offeror, and to accept or reject any or all bids and any part or parts of any bid. USFC reserves the right to accept or reject any proposal as determined to best serve the needs of the Fairpark. After evaluation of the RFP responses, Offeror may be selected to make oral presentations. Selection is at the sole discretion of USFC, and a contract may be awarded based on the initial proposals received.

H. TERM OF CONTRACT

This contract is subject to a 90-day evaluation period. If during or at the end of the first 90 days of this contract it is determined by USFC that the Offeror is not capable of meeting the contract requirements, USFC may cancel this contract without prior notice. As mutually agreeable between the USFC and the Offeror, the evaluation period may also be extended. In the event of contract cancellation, USFC may re-bid the contract or award to the next responsible bidder.