CITY OF SAN DIEGO
REQUEST FOR PROPOSAL

QUALCOMM STADIUM
9449 Friars Road
San Diego, CA 92108

AUTOMOBILE SALES EVENTS AT QUALCOMM STADIUM

ADDENDUM A

PROPOSAL DEADLINE: May 9, 2008
@ 3:00 P.M.

The following changes to the Request for Proposal are hereby made effective as though they were originally shown and/or written:

1. *Delete* the original pages 24 through 26 and *replace* with the attached Addendum A pages 24 through 26.
   (**NOTE:** Section V.I.8. on page 24 has been changed; Section VI.A. paragraphs 2, 3 and 4 on page 24 have been changed; and, Section VII. "Contract Year 1", "Contract Year 2", and "Contract Year 3" paragraphs on page 26 have been changed.)

CITY OF SAN DIEGO QUALCOMM STADIUM

Mike McSweeney
Acting Stadium Manager
(619) 641-3126

May 1, 2008

number, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., Pacific Time, excluding the most recently published City holidays as specified on the City's website: www.sandiego.gov.

8. Proposer shall be the actual show producer. **Proposals received from Proposers known by the City (or subsequently discovered) to subcontract event productions to another producer(s) in its normal course of doing business, shall be considered unacceptable and rejected as non-responsive. However, on occasion, the successful Proposer may be allowed to subcontract all or any part of an event production to another producer(s) in accordance with Section IV.D., "INDEPENDENT CONTRACTOR", of this RFP.**

9. Proposer's Statement of Subcontractors form (use form provided in Section VIII of this RFP).

VI. PRICE PROPOSAL SUBMITTAL

A. PRICING PAGE – INSTRUCTIONS

Proposers shall submit their Price Proposal utilizing the Pricing Page provided in Section VII of this RFP. Use of the Pricing Page will help ensure consistency in the price evaluation process. The Pricing Page is to be completed in full and shall be incorporated in the Price Proposal Volume. Only the Pricing Page provided herein will be accepted. Any deviations from the Pricing Page may be considered non-responsive and unacceptable.

Proposers are required to provide a fixed price, lump sum annual revenue **guarantee to the City, net of all Proposer costs and expenses, for the exclusive right to schedule up to thirteen (13) automobile sales events, in each year of the Contract, in accordance with Section V.B.1., "AUTOMOBILE SALES EVENTS", and Section V.C., "SCHEDULING", located on pages 17 and 19, respectively, of this RFP. The Pricing Proposal is for the exclusive right to schedule and conduct up to thirteen (13) sales events in each Contract Year <u>only</u> and shall not include any additional revenue to the City which Proposer anticipates will be generated by conducting additional sales events over and above the thirteen. Any such additional events will be at the Stadium Manager's sole discretion, as the schedule at the time permits, and will be priced at that time at the then-prevailing Stadium usage rates. Minimum pricing level shall begin at $425,000 for each year of the Contract.** Price evaluation will be based upon the total sum of Contract Years 1, 2 and 3. Pricing for an optional contract period, if any, will be based upon Section V, B, "Option to Renew", below.

Worksheets may be used to provide additional information, however evaluation will be based on information entered on the Pricing Page. **Proposers' costs and expenses will not be considered in the evaluation of the Pricing Proposal.**

Any dollar amount space on the Pricing Page that is left blank will be interpreted as a proposal of zero (0) revenue to the City for that Contract Year.

B. OPTION TO EXTEND

Subject to City Council approval, City reserves the option, in its sole discretion, to extend the Term of the Contract for two (2) years pursuant to the terms and conditions of the Contract. The extension is contingent upon successful negotiation of new terms, to include Pricing, mutual agreement by City and Contractor and execution of an Extension Agreement by Contractor not less than sixty (60) days prior to expiration of the original Contract Term. Contractor may at any time prior to execution of the Extension Agreement by Contractor decline to extend the Contract for any reason whatsoever; City may decline to extend the contract at any time and for any reason whatsoever.

In lieu of extending the Contract Term as discussed above, upon expiration of the original Contract Term, City may desire to hold the Contract over on a month-to-month basis pursuant to the terms and conditions of the original Contract or any written and fully executed modification thereto.

This section will not be considered in the evaluation for award.

VII. PRICING PAGE

Revenue for Automobile Sales Events

Contract Year 1

$_____Lump Sum Fixed Annual Revenue **Guarantee** to the City for **up to thirteen (13)** events, as specified in Section **V.B.1., "AUTOMOBILE SALES EVENTS" (see page 17 of this RFP).**

Contract Year 2

$_____Lump Sum Fixed Annual Revenue **Guarantee** to the City for **up to thirteen (13)** events, as specified in Section **V. B.1., "AUTOMOBILE SALES EVENTS" (see page 17 of this RFP).**

Contract Year 3

$_____Lump Sum Fixed Annual Revenue **Guarantee** to the City for **up to thirteen (13)** events, as specified in Section **V. B.1., "AUTOMOBILE SALES EVENTS" (see page 17 of this RFP).**

Total (Contract Years 1 – 3): $_____