



Patricia Conklin
Chief Information Officer

655 South First Street
Dixon, CA 95620
(707) 678-5529
(707) 678-4765 Fax
www.dixonmayFair.com

Equal Opportunity Employer

Issue Date: 09.19.22

**36th District Agricultural Association
HIGH SCORE CARNIVAL RFP
NUMBER 2023-01**

FOR

**OPERATION OF CARNIVAL RIDES, GAMES AND FOOD CONCESSIONS FOR THE
DIXON MAY FAIR – DIXON, CALIFORNIA**

Notice is hereby given that proposals will be received at the 36th District Agricultural Association for performing all work necessary in accordance with the “REQUIREMENTS” and other related documents provided herein. Please carefully read and follow the instructions.

Proposals shall be presented under sealed cover with the Proposal Number and the Proposal Submittal Close Date clearly marked on the outside and forwarded to:

36th District Agricultural Association
655 South First Street
Dixon, CA 95620
Attn: Patricia Conklin, CEO
Email: ceo@dixonmayFair.com

Any Bidder who wishes their proposal to be considered is responsible for making certain that their proposal is received Administration office at the 36th District Agricultural Association by the closing date.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED AND WILL BE RETURNED TO THE BIDDER UNOPENED.

CLOSING DEADLINE DATE: 4:00 P.M., OCTOBER 21, 2022

PROPOSALS WILL BE CONSIDERED LATE WHEN THE CLOCK READS 4:01 P.M.

36th District Agricultural Association

HIGH SCORE CARNIVAL RFP

NUMBER 2023-01

Contact Person: Patricia Conklin, Chief Executive Officer (CEO)

Telephone Number: 707-678-5529

Email: ceo@dixonmayFair.com

This person is the only authorized person designated by the Association to receive communication concerning this RFP.

Please do not attempt to contact any other person concerning this RFP.

Oral communication from Fair officers and employees concerning the RFP shall not be binding on the Association, and shall in no way excuse the bidder of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered concerning this RFP.

Date Issued: 09/19/2022

TABLE OF CONTENTS

Cover Page1
Contact Information2
Table of Contents3

SECTIONS:

PART I – Definitions4
PART II – General Information5
PART III – Rules Governing Competition & Technical Evaluation9
PART IV – Statement of Work to be Performed and
Contract Terms & Conditions11
PART V – Evaluation, Selection and Scoring Process22
PART VI – Mandatory Format and Content Requirements25
PART VII – Forms Section27

EXHIBITS: (If Applies)

1 – Fairgrounds Map40
2 – Sample Rental Agreement F-3141
3 – Standard Contract Terms and Conditions (SCTC)43

PART I

DEFINITIONS

BIDDER	The individual, company or organization submitting this proposal.
FAIR	Refers to the 36 th District Agricultural Association, which is a state institution of the State of California and is not a local agency of government.
F & E	Refers to the <i>Fairs and Expositions Branch Division of Marketing</i> , Department of Food and Agriculture, which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations, County and Citrus Fruit Fairs. The F & E Branch is located at: <p style="text-align: center;">2800 Gateway Oaks Drive, Ste. 257 Sacramento, CA 95833</p> <p style="text-align: center;">Mailing Address is: 1220 N Street Sacramento, CA 95814</p>
DGS	Refers to the <i>Department of General Services</i> , State of California, located at: Refers to the Department of General Services, State of California located at: Department of General Services Office of Legal Services 707 3rd Street, Suite 7-330, MS-102 West Sacramento, CA 95605
EVALUATION & SELECTION COMMITTEE	Committee chosen by the FAIR to evaluate and score proposals received.
RFP	Request for Proposal.
RESPONSIVE	Proposals that are timely, meet the proper format required for submittal of proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive".

PART II

GENERAL INFORMATION

A. REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 36th District Agricultural Association in releasing this RFP intends to award a contract for a period of Five (5) years for the purpose of carnival operation 2023, 2024, 2025, 2026 and 2027 at the annual Dixon May Fair. (For multi -year contracts, certification of satisfactory performance is required at the end of each year as a justification for continuance of the contract.)

B. BIDDER RESPONSIBILITY

Read the documents very carefully, as the FAIR shall not be responsible for errors or omissions on the part of the bidder. Carefully review final submittal, as reviewers will not make interpretations or correct detected errors in calculations.

C. DELIVERY OF PROPOSALS

Proposals must be physically received prior to the closing time stated below, at the location stated below and in the format specified below. Failure to meet these requirements will result in an unaccepted proposal and be rejected.

*Unless otherwise stated, **faxes and emails are unacceptable.***

Proposals must meet the following format requirements to be deemed responsive for FAIR consideration:

- One sealed package containing Three (3) copies of the technical proposal and labeled with the bidder's name, the RFP number, and "Technical Proposal, (For additional details, see Part VI, B.1.)
- One sealed package containing Three (3) copies of the financial proposal bid form and labeled "Financial Proposal Bid Form." (For additional details, see Part VII, B.2.)
- Both sealed packages must be placed in a third package with the bidder's name on the outside and addressed as follows:

Patricia Conklin, CEO
DIXON MAY FAIR
P.O. BOX 459
DIXON, CA 95620

RFP Number 2023-01 for High Score Carnival

D. CONTRACT AWARD

If the proposal is not automatically rejected as described in Part III, then each bidder’s technical proposal is evaluated and scored by the Committee who utilizes the score sheet included in Part V. Subsequently, the “Financial Proposal Bid Form” accompanying all qualified technical proposals will be opened and scored. Small Business Preference given where applicable.

If a contract is awarded, it shall be granted to the qualified responsible bidder who submits the proposal with the highest final score. Prior to the Board awarding a contract, the FAIR shall post a **Notice of Proposed Award** at the administration office for five (5) working days. In addition, a copy of the notice will be mailed to each bidder.

A contract award is not final until

- the time for posting notice of award has expired and/or
- protest filed, if any, has been withdrawn or rejected by the Department of General Services.

E. TENTATIVE SCHEDULE

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The Fair reserves the right to modify the dates below in accordance with its review process.

Request for Proposal Released	9/19/22
Proposals Due at Fair’s Administration Office by 5 p.m.	10/21/22
Interview, if necessary, to clarify proposals. (Interviews are not public; may be recorded.)	10/25/22
Notice of Proposed Award posted and mailed	10/27/22
Date award is final – no protests may be filed after this time.	11/4/22
Agreement performance to commence	May 6, 2023

F. SMALL BUSINESS PREFERENCE

State law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract with a certified SB/MB firm(s) to receive a 5% bidding preference on applicable state solicitations. The effect of the preference is to help SB’s/MB’s be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the actual bid amount.

If you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting with certified SB/MB (s), see PART VI of this RFP for instructions regarding what to submit with your proposal in order to receive the preference.

Certification Application

To apply, access their online [Small Business Certification Application](#) or to receive your hard-copy form by mail, e-mail OSDSHelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

Your **complete** certification application package must be received by the OSDS no later than 5 p.m. of the bid due date. Your certification effective date will be the date the application is properly received and deemed **complete** by the OSDS. Incomplete application submittals will delay your certification status and may result in the loss of your 5 percent preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

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

Office of Small Business and DVBE Services (OSDS)
Department of General Services
707 Third Street, 1st Floor, Room 1-400
West Sacramento, CA 95605

If you are claiming the 5% small business preference, a copy of your OSMB Small Business Certification Approval Letter must be submitted with your bid package.

G. BIDDER/CONTRACTOR STATUS FORM

All *bidders* must complete, sign and submit the form in response to the RFP. Failure to comply will deem the bidder non-responsive. The Fair reserves the right to verify the information on the “**Bidder/Contractor Status Form**” at the time of the bid. By signing this form, you are authorizing the release of any and all information pertaining to yourself or business in which you participate or have participated, including information of a confidential or privileged nature in the possession of government or private agencies or individuals who furnish such information from liability for damages which may result from furnishing the information requested. If the bidder is a corporation, the form must include the title of the person signing, i.e., corporate office status and a copy of the corporate resolution authorizing the signing of the form **must** be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

H. CALIFORNIA FAIR SERVICES AUTHORITY (CFSA) CARNIVAL MASTER INSURANCE LIST

No carnival operator will be eligible to be awarded a contract with the Fair unless said operator has submitted required insurance documents to CFSA and been approved for placement on the CFSA Carnival Master Insurance List prior to the bid due date; or alternatively, submitted all required insurance documentation for operation at this particular Fair to CFSA well in advance of the Fair’s proposal due date, to ensure that these documents are reviewed and approved. The carnival operator awarded the contract shall ensure that they are on the CFSA Carnival Master Insurance List or have CFSA approval of the required insurance documentation for each year of the contract prior to carnival set up, during Fairtime operation, and during carnival take down. For information on the carnival Early Qualification List process contact CFSA (916) 263-6145.

I. HISTORY & BACKGROUND INFORMATION

The Dixon May Fair in Dixon has been in existence since 1875. 2023 will be the 146th Dixon May Fair. The Fair is a very traditional agricultural Fair that welcomes over 60,000 guests annually to the Fair. During the interim period between Fairs, the buildings and grounds are rented to various groups and individuals for social, educational and recreational activities.

The annual Fair and Fairgrounds is operated by the 36th District Agricultural Association which has a nine member board of directors appointed by the Governor of California.

Tentative Fair Dates

2023	May 11 – May 14
2024	May 9 – May 12
2025	May 8 – May 11
2026	May 7 – May 10
2027	May 6 – May 9

Paid Attendance Figures:

2018	37,476
2019	37,646
2022	47,921

Fair Admission Charges - 2022

Adults	\$15.00
Children (5-12)/Seniors/Military	\$10.00
Children under 4	Free
Advance Sale Discounted Admission	\$10.00
Parking	\$ 5.00

Carnival Ride Gross Figures:

Year	Onsite	Pre-Sale	Total
2018	\$220,836	\$103,350	\$324,186
2019	\$245,510	\$104,775	\$350,385
2022	\$426,675	\$131,610	\$558,285

Previous carnival promotions (2022) – Advance carnival wristband (provided unlimited rides) good any one day of the Fair for \$30 pre-sale, \$35 at the Fair.

Fair Hours & Promotions (2022)

Thursday – 4 p.m. to 10 p.m. (Thrifty Thursday \$5.00 Fair admission)
Friday – Noon to 11 p.m. (Kids' Day 12 and Under Free Fair admission all day)
Saturday 11 a.m. – 11 p.m. (Dixon Downtown Parade)
Sunday – Noon to 10 p.m. (Latin Music Festival)

Grandstand Events (2022)

Friday – Bull & Bronc Riding
Saturday – Truck & Tractor Pull
Sunday – Demolition Derby

PART III

RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. ERRORS

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the FAIR of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document. Modifications, if any, will be made in writing by way of an addenda issued pursuant to paragraph 2 below. Clarifications, if issued, will be given by written notice to all parties to whom the FAIR had sent notice of the RFP and to persons or entity who have requested to be given notice of any modification or notices.

2. ADDENDA

If necessary, the FAIR will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum to all parties who have been furnished notice of the RFP for bidding purposes. ***All bidders should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to the RFP.***

3. DEFINITIONS

The use of "shall", "must" or "will" indicates a ***mandatory*** requirement or condition in this RFP. Failure to include such mandatory requirements or conditions will result in the disqualification of a proposal.

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

4. GROUNDS FOR REJECTION

A proposal ***shall*** be rejected if:

- It is received at any time after the exact time and date set for receipt of bids as stated in Part II.
- The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.

A proposal ***may*** be rejected if:

- It is not prepared in accordance with required proposal format or information is not submitted in the format required by this RFP.
- It contains false or misleading statements or references which do not support attributes or conditions contended by the bidder. (The proposal ***shall*** be rejected if, in the opinion of the FAIR, such information was intended to mislead the FAIR in its evaluation of the proposal and attribute, condition or capability of requirement to this RFP.)
- It is unsigned.

5. RIGHT TO REJECT ANY AND ALL PROPOSALS

It is the policy of the FAIR not to solicit proposals unless there is a bona fide intention to award a contract. However, the FAIR reserves the right to reject any or all proposals or to cancel the RFP at any time during the process.

6. PROTESTS

A bidder may file a protest against the awarding of the contract. The protest must be filed with the Department of General Services (DGS), Legal Office, 707 Third Street, Suite 7-330, MS-102, West Sacramento, California 95605, **and** with the FAIR. The protest must be received prior to the expiration of five (5) working days from the notice of the proposed award being posted and, in no event, later than 5:00 p.m. on the fifth working day after notice of proposed award was posted in a public place at the FAIR's Administration Office.

IN ADDITION, within Five (5) working days after filing a protest, the protesting bidder shall file with the FAIR and DGS Legal Office, a fully detailed and complete written statement specifying the grounds for the protest.

PLEASE NOTE: Failure to file (i) notice of protest by the conclusion of the fifth working day after notice of intention to award a contract has been posted and (ii) a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the protester's protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code Section 10345.

B. OTHER INFORMATION

1. Disposition of Proposals

All materials submitted in response to this RFP would become the property of the FAIR. All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process and announcement of intent to award. If an individual requests copies of these documents, the FAIR will assess a fee to cover duplicating costs. Documents may be returned only at the FAIR's option and at the bidder's expense. One copy of each bidder's proposal shall be retained for official Fair files.

2. Confidentiality of Proposals

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

3. Modification or Withdrawal of Proposals

Any proposal, which is received by the FAIR before the time and date set for receipt of proposals, may be withdrawn or modified by written request of the bidder. However, in order to be considered, the modified proposals **must** be received by the time and date set for receipt of proposals in Part II.

A bidder cannot withdraw or modify a proposal after the due date and time for receipt of proposals and, further, a bid cannot be "timed" to expire on a specific date. For example, a statement similar to "This proposal and the cost estimate are valid for 60 days" is non-responsive to the RFP, and shall on that basis be rejected.

PART IV

STATEMENT OF WORK TO BE PERFORMED AND CONTRACT TERMS & CONDITIONS

This part describes the work to be performed by the bidder who is awarded this contract and contains terms and conditions, which shall be deemed, incorporated and will become a part of any contract awarded pursuant to this RFP. ***If the Fair is a District Agricultural Association, the contract awarded pursuant to this RFP will also contain the "Standard Contract Terms and Conditions" (SCTC), F-31 Form which will be incorporated and made a part of the contract.*** All terms and conditions are fixed and non-negotiable.

A. OPERATIONAL CARNIVAL

Contractor shall provide a fully operational carnival including quality rides, games and food concessions, according to the description and, when applicable, in the quantities specified in this proposal. Each of the portable rides must have a current permit to operate issued by the California Division of Industrial Safety under the provisions of California Labor Code Section 7906 before they are placed in operation at the Fair.

1. Types of rides: Spectacular, Major and Kiddie.
 - i. 8 Spectacular rides (such as Giant Wheel, Zipper, Drop Tower)
 - ii. 6 Major rides (such as Ferris Wheel, Tilt A Whirl, Sizzler)
 - iii. 8 Kiddie rides (such as Baja Buggies, Dizzy Dragons, etc.)
A minimum of twenty-two (22) rides shall be supplied at the least.
2. For multi-year contracts, quality of show is expected to improve, at a minimum, with rides to be alternated in the Spectacular and Major categories.
3. A minimum of twenty (20) and a maximum of twenty-five (25) games shall be supplied.
4. At least thirty (30) days prior to the start of the annual Dixon May Fair and in each year provided, the Bidder shall present a diagram showing the layout and description of all attractions of any kind.
5. The number of food concessions to be supplied shall not exceed four (4). As determined by the Fair, there will be no conflicting food sales in the Kiddie Carnival area.
6. The Fair contracts on a regular basis with a limited number of "special attractions" outside the confines of the main lot and Kiddieland locations. These "special attractions" have included arcades, specialty attractions, physical events such as climbing walls, bungee jump events and water balls, and/or laser light shows. Contractor will neither be responsible for nor share the proceeds of any Fair contracted operation outside the areas specified. The limited special attractions are not limited to those identified above.
7. Contractor shall also outline all other equipment which will be proposed and provided under contract, such as electrical generators, ticket booths, light towers, entrance gates, if any, offices, maintenance facilities, ATM etc. Contractor is encouraged to submit a draft lot layout proposal.
8. Contractor agrees to carry sufficient electrical generation equipment to safely handle all Midway requirements.

B. PERFORMANCE OF CONTRACT

1. All rides, game concessions and food concessions shall be maintained in good repair and available for the operation during the hours the carnival is open. In the event less than 95% of the contractor's proposed rides, game concessions, and food concessions are available for operation, contractor shall pay Fair \$1,000 a day liquidated damages for each day that the contractor's level of operation falls below 95%. No liquidated damages will be assessed if the failure to operate is the result of a major power outage or act of God, or is such failure to operate is with the Fair's consent.
2. Contractor shall ensure that the carnival operation maintains a clean and professional appearance.
3. All signs shall be professionally printed
4. Contractor shall provide promotional programs, which fit the theme and goal of the Fair.
5. Contractor will provide promotional tickets and/or wristbands in coordination with the Fair management for annual Fair promotions.

C. SAFETY

1. Contractor shall perform the carnival operation in a manner which will ensure the safety of Fair's employees and agents; contractor employees, agents, and sub-contractors; and the public.
2. Contractor shall at all times make safety its number one concern. At all times during the contract period, care shall be used that is reasonable and prudent to ensure safety of all concerned. Contractor shall ensure that his actions cannot be judged negligent in any way.
3. Contractor shall perform mechanical and ride safety inspection (documented in writing, stating what was inspected, when, by whom, and the findings) immediately upon the completion of one-third and two-thirds of the total anticipated number of hours of operation.
4. Contractor shall screen employees to assure no one who has been required to register as a sex offender is employed during the Dixon May Fair due to the close proximity of the schools, parks and children at the Fair.
5. Contractor shall have and enforce a zero tolerance policy for possession or use or for being under the influence of any drugs or alcohol while on duty and while on the public areas of Fairground property.
6. Contractor is responsible for employee training as specified by the Division of Industrial Safety, Department of Industrial Relations.
7. During all carnival operating hours, experienced and adequate personnel must be on duty. The number of employees hired during Fair time operations shall be sufficient to ensure that no carnival ride, game, or show will be without a minimum of one attendant at all times during scheduled hours of operation

8. Fair reserves the right to contract an approved independent ride safety and games inspector(s) to conduct daily and routine inspections both prior to opening and then ongoing throughout the Fair. Bidder will be required to comply with and conform to request of said inspector(s) and be required to share in equal costs with Fair for same. Neither the right to perform safety inspections or the performance of safety inspections shall impose any responsibility on Fair regarding the condition of the carnival rides or the equipment operated by the contractor, or relive the contractor from responsibility for insuring that all carnival rides and equipment are safe and in good working order.
9. Contractor shall work with Fair to develop and implement an evacuation plan for the Dixon May Fair carnival site.

D. CARNIVAL OPERATION

1. Carnival space available: Fair shall provide contractor with a plot plan showing the space available for carnival operation.

Contractor shall arrange the assigned area for carnival operations so as to protect the public from any dangerous conditions.

Contractor shall establish procedures to ensure reasonable security of all rides, games, concessions, and equipment when not in use so that no attractive nuisance or negligent condition exists.

2. Carnival set-up and takedown. Contractor is solely responsible for the assembly, which may begin six (6) days prior to the Fairtime. Removal must be completed, including assembly, disassembly, and removal of all rides, games, attractions, and concessions no later than five (5) days following the Fairtime. There is an event typically the weekend following the Fair thus the lot must be vacated, no exceptions.
3. The Contractor will be open for operation at 4:00 p.m. on the first Thursday of the 2023 Fair and will open at 12 p.m. Friday, Saturday & Sunday of the Fair. Closing times are: Thursday & Sunday 10 p.m. and Friday & Saturday 11 p.m. unless determined by the Fair Manager that a later or an earlier closing time is necessary in the interest of public safety and health. No other deviations from these times will be allowed unless on written agreement by the Fair Manager.
4. Ticket handling responsibility and procedures.

All attractions operated by the contractor under the executed contract shall require a specific admission price, which can be translated to an appropriate number of tickets. Each ticket must have a standard monetary value. The admission price for rides or games may not be less than the value of one ticket. Fair may audit ticket money at any time.

Contractor shall pay all printing costs of ticket/coupon stock and any costs associated with redemption of online tickets such as scanners.

Contractor shall be responsible for the procuring, selling and accountability of all tickets sold, as well as personnel necessary for the sales of tickets.

For contracts with financial based upon percentage of ride gross: The carnival contractor shall provide (or make available) all supporting documentation, such as, carnival ticket manifest and daily ticket sales report to the Fair to ensure accountability over the carnival revenues. The Fair reserves the right to review these records for accuracy. Furthermore, the carnival contractor shall be available after Fairtime to meet with the Fair to reconcile the carnival ticket sales and complete the final settlement.

5. Electrical power supplies, portable toilets, showers, trash/garbage disposal, etc.

It is understood and agreed that the equipment supplied by Contractor will be sufficient to properly handle all electrical requirements in this area. Water and sewer are available on a limited basis. Contractor agrees to carry sufficient generation equipment to handle all midway requirements. Electrical cables shall be placed in such a manner as to provide safe passage of the public in the midway. Electrical cables shall not cross any public roadways or walkways.

Contractor is responsible for arranging for the rental and service of portable toilets for the carnival area.

Contractor is responsible for shower facilities for their employees and contractors.

Contractor is responsible for trash management before, during and after the Fair in the carnival areas. This includes the disposal of trash by arranging the appropriate number of roll offs from the garbage company.

Contractor will comply with all current recycling programs of trash and garbage.

6. Availability RV parking, etc.

The following items are costs to Fair management and will be charged to the contractor. These items will be billed at a daily rate and will be payable from contractor's cash on hand each morning for the preceding day of operation, with final payment due prior to the completion of take-down.

- Refuse disposal
- Electricity, if used by Carnival.
- Camping fees of \$35.00 per divided living unit per night, pre & post Fair.
- Should the contractor fail to do daily and final clean-up of carnival areas the contractor will be charged for such clean-up.
- Contractor will be responsible for actions of any carnival personnel remaining on the Fairgrounds after Contractor's departure, as well as any damages to facility caused by carnival employees or contractors.
- Security costs and carnival gate operators

7. Limitations on sales/concessions

Fair Management must approve all prices, rides, attractions and concessions.

- Food Concessions: the number of food concessions to be supplied shall not exceed four (4). As determined by the Fair, there will be no conflicting food sales in the Kiddie Carnival area.
- No selling of alcoholic beverages.
- No selling of cannabis
- All beverages must be served in paper or plastic containers (no glass bottles or aluminum cans.)

8. Authorized Representative of Contractor. Contractor must maintain at least one representative who is authorized to take immediate action upon any request of Fair at all times that contractor's property is on the Fairgrounds. This person must be identified to the Fair as the contractor's authorized representative.

9. Carnival Management and Employees.

Contractor shall provide personnel and management expertise.

- a. Competent management philosophies, practices, and policies shall be used to ensure professional personnel actions during execution of the contract.
- b. Management shall operate in a manner that enhances the Fair in the eyes of its patrons.
- c. Bidder shall maintain one or more representatives on the Fairgrounds, at all times that their property is on the Fairgrounds, which are authorized to take immediate action upon request of the Fair management.
- d. Bidder will be responsible for employees having training as specified by Division of Industrial Safety, Department of Industrial Relations.
- e. Contractor shall demonstrate a high degree of experience and performance during the term of contract period.
- f. All games, rides, shows and attractions shall open on time.
- g. There shall be minimal or no down time for any rides, games, shows or concessions.
- h. A clean and exceptional appearance of operation shall be maintained.
- i. Professional techniques and appearance in all posting of signage shall be used.
- j. Contractor shall continuously maintain the area around each ride, show, food/beverage concession and games of skill in a clean, neat, and safe condition as determined by Fair management. After the Fair, Contractor shall also clean up all areas used by him to the satisfaction of the Fair management.
- k. Each person employed operating a ride; dealing with the public or servicing equipment will be fully clothed in a clean appearance at all times as determined by Fair management. Contractor will ensure that employees who have regular public contact shall be attired in clean, uniform clothing.
- l. Contractor shall enforce a no smoking rule for ride and game operators while on duty operating games or rides and within 100 feet of the attractions.

10. Prohibitions.

a. Type, size of signs

Sign type and size will be limited to those needed for the conduct of business, i.e. informational, pricing, safety, directions, etc. Signs will be professionally prepared and shall be proportionate in size to their purpose.

b. Contractor shall not:

- Offer as prizes: live ducks, chicks, or other live animals (except goldfish), soft drinks in other than plastic containers, knives, firearms or any items which could be used as a weapon, lighters or any other smoking or drug paraphernalia.
- Operate games of chance.
- Sell beer, alcoholic beverages or cannabis
- Offer cash prizes or re-purchase prizes awarded in any game.

11. Inspection and Maintenance.

a. Contractor Inspection

Contractor shall perform mechanical and ride safety inspection (documented in writing, stating what was inspected, when, by whom, and the findings) immediately upon the completion of one-third and two-thirds of the total anticipated number of hours of operation.

b. Fair Inspection

The Fair manager, and/or designee, may perform the following monitoring and inspection activities.

Fair may elect to perform carnival ride and equipment safety inspections (safety inspections) at any time Fair deems appropriate. Fair may determine, in its sole discretion, the basis of and the criteria to be used in performing safety inspections. To the extent deemed appropriate by Fair in its sole discretion, safety inspections will include the inspection of any books and records of the contractor. Any remedial work requested by Fair as a result of a safety inspection must be satisfactorily completed by contractor as a prerequisite to the operation or further operation of the affected carnival ride or equipment. Neither the right to perform safety inspections nor the performance of safety inspections shall impose any responsibility on Fair regarding the condition of the carnival rides or the equipment operated by the contractor, or relieve the contractor from responsibility for insuring that all carnival rides and equipment are safe and in good working order.

c. Maintenance Procedures

Maintenance procedures during Fair time for carnival grounds, equipment, and attractions shall be established to include routine contractor inspection by supervising personnel with such frequency to ensure no unsightly conditions (e.g., litter, trash accumulation, marred surfaces of any kind on contractor or Fair property within the defined carnival area) exist.

Contractor will maintain clean, attractive brightly lit rides. Contractor will provide ride report maintenance records to Fair upon request.

12. Bonds, Insurance, Licenses, Permits

All insurance, licenses and permits which are required under the contract documents or for placement on the "CFSA Carnival Master Insurance List", or by local law or ordinance must be current and valid at all times during the performance of the contract. All rides, games, and concessions which contractor proposes to operate on Fair's premises must be properly licensed and/or permitted prior to carnival operations.

Contractor shall operate all equipment in compliance with all applicable laws of the State of California, County of Solano, including those of the Yolo Solano Air Quality Management District and SB 198 (Health & Safety Law), and Cal OSHA Safety Orders.

13. Fairgrounds Access Controls and Procedures

- Contractor will ensure that the use of the assigned area for carnival operations is arranged to protect the public from dangerous conditions, equipment and maintenance operations.
- Contractor shall supply each person employed by him or associated with him an identification badge that will be honored for admission to the Fairgrounds. **NO BADGE – NO ADMISSION.**
- Contractor shall work with a representative of the Fair to ensure that all vehicles authorized by the Fair will have proper access credentials for ingress.
- Contractor shall provide identification for employees and vehicles requested by Fair management. Identification must be visible and approved by Fair management as to allow Contractor access to Fair and allow Fair the necessary parking and gate controls. Contractor shall be granted access to area no later than 4:00 p.m. the Friday proceeding the opening day of the show.
- Contractor shall not allow golf carts, motorized scooters, hover boards, gators, mules or other motorized vehicles to be operated on the Fairgrounds without Fair management approval, training and insurance.

E. SPECIFIC COMPLIANCE

The Contractor awarded the Contract derived from this proposal will be required to abide by all applicable local, Federal and State laws and regulations, including, but not limited to:

OSHA Requirement

All material, equipment, or labor submitted under this proposal by Contractor shall meet the required standards of OSHA 1970 and CA-OSHA 1973 as last revised. Contractor warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements including blood borne pathogens, hazardous materials, and aerosol transmissible diseases, training, personal protective procedures and equipment. Further, it warrants that the said material or equipment or operations will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

F. INSURANCE REQUIREMENT

Prior to commencement of any work associated with this proposal, the successful Contractor shall purchase and maintain the following types of insurance for the minimum limits indicated during the term of the Contract and provide a Certificate of Endorsement from the successful Bidder's Insurance Carrier guaranteeing such coverage to the County. The successful Bidder shall include all Subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each Subcontractor. All Subcontractors shall be subject to all of the requirements stated herein.

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, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock;

\$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on Fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
 5. Certificate Holder:
 - For Individual Events Only - Fair, along with Fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815

is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the Fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the Fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the Fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude 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.

PART V

EVALUATION, SELECTION, AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the Fair's needs as described in this RFP. This part describes the process the Fair will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may wish to interview a bidder for clarification purposes only. The bidder will not be allowed to ask questions concerning other bidders, but only to respond to clarification questions from the Committee. The bidder cannot change proposals after the time and date designated for receipt.

A. EVALUATION AND SECTION PROCESS

1. Following the deadline for receipt of proposals as stated in Part II, each proposal will be examined to determine if:
 - submittal (receipt) was by the deadline time and date; and
 - the physical format requirements were met.

This is not a public review.
2. Technical proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for:
 - review of the technical proposal,
 - confirmation the information is presented in the format required by the RFP, and
 - all required documentation is included and correct.

Proposals that do not present the information in the format required may be rejected as non-responsive. ***This is not a public review.***
3. The Fair reserves the right to verify any reference and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification, or receipt of a lower score.
4. The Committee will evaluate each proposal that meets the format requirements of preceding paragraph two, and assign points for the technical proposal.

This is not a public review.
5. The "Financial Proposal Bid Form" will then be opened and scored. The score will then be added to each reviewer's points to obtain the total points each reviewer gives to each bidder. The total points of each reviewer will be added up for that bidder and the result divided by the number of reviewers for the bidder's total overall score.

This is not a public review.
6. Small Business Preference will be added if applicable. (See Small Business Preference information in Part II).
7. The proposed award will be made to the bidder with the highest final score.
9. In the event of a tie in determining the successful bidder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of the tied bidders.
10. All bidders will be notified of the results.

B. SCORING PROCESS, CRITERIA AND ITEMS SCORED

The following information must be provided by the bidder in order for the RFP to be scored.

- | | |
|---|---------------------|
| | <u>SCORE</u> |
| 1. Financial Offer | 30 points |
| <ul style="list-style-type: none">• As described on the attached financial offer form, submit the Financial Proposal Bid Form. | |
| 2. Quality and quantity of rides, games, shows, and other concessions | 20 points |
| <ul style="list-style-type: none">• Provide descriptions and/or photographs of rides, games, shows, and concessions.• Provide completed Exhibits A, A-1, A-2, and A-3 listing rides, games, shows, concessions and equipment proposed for this Fair.• Provide details in regards to new and recent equipment purchases, new light packages added to rides and additional displays. | |
| 3. Current operation/management philosophies and policies | 5 points |
| <ul style="list-style-type: none">• Provide a copy of personnel manual and applicable policies or statement of it.• Provide statements relative to public relations policies, handling customer complaints, employee hiring practices, games, rides, shows and concession pricing policies, etc.• Provide details in regards to new and recent equipment purchases, new light packages added to rides and additional displays. | |
| 5. Promotions | 5 points |
| <ul style="list-style-type: none">• List and describe promotions the carnival operator will provide for each year of the contract. Including, but not limited to advance pay-one-price carnival wristband, advance sale tickets, etc. | |
| 6. Past experience and previous performance for the last three years | 20 points |
| <i>(Use the years you operated, if you were shut down due to COVID do not use that year)</i> | |
| Compliance | (10 points) |
| <ul style="list-style-type: none">• Provide letters from Fair managers (or list of Fair names for which your carnival performed during the last two years) to include:<ul style="list-style-type: none">• Daily timelines of ride, game and attraction opening• Frequency which rides and shows are not operating• Ride, game and show general appearance• Lot cleanliness• Personnel cleanliness• Proper posting of information and signage | |
| Timeliness of Payments | (5 points) |
| <ul style="list-style-type: none">• Provide letters from Fair managers (or list of Fair names for which your carnival performed during the last three years) to indicate timely payments of funds to previously contracted Fairs.• Provide statement indicating whether or not you have any outstanding financial obligations for any California Fairs. | |
| References Solicited by the 36th DAA | (5 points) |
| <ul style="list-style-type: none">• References pertaining to operations and how they conduct business solicited by the 36th DAA. | |

6. Safety.....**20 points**

Significant Loss History/Loss Runs.....(10 points)

List all liability loss payment and outstanding claims relating to personal injuries in excess of \$5,000,000 for each person or occurrence during the last three years.

- Briefly explain how each loss occurred.
- Attach Insurance company loss records and company name for verification.

Properly licensed and Mechanically Sound Rides.....(5 points)

- List all oral and written information on mechanical and/or safety deficiencies of the rides during the last three years. This information may include, but is not limited to, ride inspections information from federal, state or local agencies, joint powers authorities, or your insurance representative.

Current Safety Policies and Procedures.....(5 points)

- Describe current safety policies and procedures that affect employee and the public. (Include a copy of your Injury and Illness Prevention Program)

PART VI MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

This part provides instructions to the bidder regarding the mandatory proposal format and content requirements. The bidder must remember that:

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

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

B. PROPOSAL FORMAT AND CONTENT

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

1. "Technical Proposal"

Information in the technical proposal is to be provided in the order requested beginning with the cover letter page. Each page is to be numbered at bottom, starting with the number 1; all pages should be 8-1/2 x 11 inch paper; and all narrative portions of the proposal should be typed.

The first page of the technical proposal must be a signed cover letter on the letterhead of the bidder and contain the following statement verbatim:

"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting bidder, it is expressly agreed by the bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, bidder agrees that if the submitted proposal is not in the format of the RFP, bidder's proposal will be deemed non-responsive."

The person's name must be printed clearly below the signature line, and then signed on the signature line and dated. If bidder fails to submit this document, and it is not signed and dated, the proposal will be rejected as being non-responsive.

Table of Contents:

- One (1) completed “Declaration of Carnival Operator” form
- One (1) completed Bidder Contractor Status Form
- One (1) completed (by subcontractor) “Subcontractor’s Certification” form for each subcontractor that the carnival operator proposes to use to supply any rides or concessions, if applicable
- Small Business Preference Documentation, if applicable, and if the Fair is a DAA:

One (1) copy of the small business certification letter, if bidder is claiming the Small Business Preference and has already received certification letter,

Or, if application for the preference has been submitted to OSDS a sheet of paper stating that the application has been submitted to OSDS and the date submitted.

Or, if claiming the preference as a non-small business subcontracting with certified SB/MB (s), a sheet of paper listing the small businesses you commit to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include the subcontractors’:

1. Name
2. Address
3. Phone Number
4. Description of work to be performed
5. Dollar amount or percentage per subcontractor

Also include the sub-contractor’s certification or indicate if application(s) are on file with OSDS.

- Bidder must provide all information/documentation requested in Part V, B.

2. “Financial Proposal Bid” Form

The “Financial Proposal Bid” Form **must** be completed and signed.

**PART VII
FORMS SECTION**

FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

- “Declaration of Carnival Operator” form
- “Bidder/Contractor Status” Form
- “Financial Proposal Bid” Form
- Exhibit A, “Adult Rides and Shows”
- Exhibit A-1, “Kiddie Rides and Shows”
- Exhibit A-2, “Game and Food Concessions”
- Exhibit A-3, “Other Equipment to be Provided”

**FORMS TO BE COMPLETED BY SUBCONTRACTOR IF APPLICABLE, AND
SUBMITTED BY BIDDER**

- “Subcontractor’s Certification” form

DOCUMENTS TO BE COMPLETED BY FAIR

- “Notice of Proposed Award” (after proposed award is determined)

DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED

- “Rental Agreement”, F-31 (for District Agricultural Associations)
- “Standard Contract Terms and Conditions” (SCTC), F-31 Form (for District Agricultural Associations)

DECLARATION OF CARNIVAL OPERATOR

I am the owner, partner, officer or director of _____ "carnival operator".

The carnival operator does business under the following name: _____ with

a Federal I.D. No: _____

Business Address: _____

Mailing Address: _____
(if different)

Phone _____ Fax _____ E-Mail _____

The carnival operator is a: (Check One)

_____ sole proprietorship _____ partnership _____ corporation _____ limited partnership

The persons who are authorized to enter into contracts on behalf of the carnival operator are as follows:

NAME	TITLE
_____	_____
_____	_____
_____	_____

I declare under penalty of perjury under the laws of the State of California that the statements made herein are true of my own knowledge, except as to those statements that are made on information and belief, and as to those statements, I believe them to be true.

The proper licenses and/or permits have been obtained for all rides/fun houses, shows, game concessions, and food concessions supplied by the carnival operator prior to operating said rides/fun houses, shows, game concessions, and food concessions at the Fair.

I understand that it is my responsibility to ensure that all insurance policies, required licenses and permits, and statements are current and valid at the time of bid due date and award of any contract and during performance of an awarded contract.

Signature Dated

Signature Dated

If carnival operator is a sole proprietorship, the sole proprietor must sign this declaration. If carnival operator is a partnership, all partners must sign this declaration. If carnival operator is a limited partnership, a general partner must sign this declaration. If carnival operator is a corporation, this declaration must be signed by both: (1) the Chairman of the Board, President, or any Vice President, and (2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

BIDDER/CONTRACTOR STATUS FORM

Contractor's Name: _____ County: _____
(Full Business Name)

Address: _____ Federal ID # _____

City: _____ State: _____ Zip Code: _____
(Principle place of business)

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS: (please check one)

Individual Limited Partnership General Partnership Corporation

INDIVIDUAL: (Please check one) Resident Non-Resident

If a sole proprietorship, state the true full name of the sole proprietor (i.e. John Roe Smith; not J. Roe Smith or not John R. Smith)

PARTNERSHIP: (Please check one) General Partnership Limited Partnership

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

CORPORATION:

Place and date of incorporation: _____

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

Current Officers: President: _____ Vice President: _____

Secretary: _____ Treasurer: _____

Other Officers: _____

BIDDER/CONTRACTOR STATUS FORM (Continued)

Federal Backup Withholding (all must answer):

Are you subject to Federal Backup Withholding? Yes No

Fictitious Name:

If contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

Small Business Preference:

Are you claiming preference as a small business? Yes No

If yes, the bidder is required to submit a copy of the "OSBCR's Small Business Certification Approval Letter" with the "Technical Proposal" package. Your Small Business ID number is: 30

Pending Litigation or Hearing: Are any civil or criminal litigation or administrative hearings currently pending against the bidder'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:30

The DAA reserves the right to verify the information provided on this form by the bidder during the bid process.

I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the bidder/contractor.

Print Name

Signature

Date

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

SUBCONTRACTOR'S DECLARATION

I, _____, declare as follows:

I am the owner, or an officer or director of the owner ("owner"), of the items listed at the bottom of this sub-contractor's declaration (attach additional sheet if necessary). I am providing this equipment to the following carnival operator ("operator") for use during the _____ year.

The statements made herein are true of my own knowledge, except as to those statements that are made on information and belief, and as to those statements, I believe them to be true.

The State of California, any district agricultural association, county Fair or citrus Fair is not a party to any agreement between me (the subcontractor), and the operator regarding the described items and concerning use of the items.

I hereby hold harmless the State of California, any district agricultural association, county Fair or citrus Fair from any and all liability arising from use of the item(s) at any time during its transportation to or from, during installation or removal from, or while in operation at any district agricultural association, county or citrus Fair.

I am authorized to I sign contracts on behalf of the owner.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is signed this _____ day of _____, 20__.

Legal Name of Owner: _____

Phone Number: _____

By: _____

Signature: _____

Title: _____

Name of Item	List of items	ID (Serial No., or Permit No.,etc.)

**FINANCIAL PROPOSAL BID FORM
CARNIVAL CONTRACT HIGH SCORE
RFP# 2023-01
PERCENTAGE VS GUARANTEE**

INFORMATION:

Money offers will be accepted based on the contractor paying the Fair a percentage of the gross receipts from the operation of rides and shows (not less than 40%), a flat rate for each food concession (not less than \$700), and a flat rate for each game concession (not less than \$300) versus a stated guarantee (guarantee shall not be less than \$80,000 increasing a minimum of \$1,000 each year after

FORMULA:

The five year sum total to be paid to the Fair based on each year on the average of the years 2023, 2024, 2025, 2026 and 2027 reported on-site gross multiplied by the offered percentage, plus the average of the years 2023,2024,2025, 2026 and 2027 reported advanced sales gross multiplied by the offered percentage, plus the rate offered to the Fair per food concession multiplied by the number of concessions offered and the rate offered to the Fair per game concession multiplied by the number of concessions offered, versus the guarantee, will constitute the financial offer. The bidder with the highest total financial offer will receive 30 points. All other bidders will receive a proportionate number of points. (bid divided by high bid) times 30 equals the number of points. Small business preference will be added if applicable.

Year	On-site Ride Gross	Advance Sale	Total Ride Gross
2018	\$220,836	\$103,350	\$324,186
2019	\$245,510	\$104,775	\$350,285
2022	\$426,675	\$131,610	\$558,285
Average 3 year	\$297,674*	\$113,245**	\$410,919***

Example: (\$297,674*) multiplied by the proposed on-site percentage plus (\$113,245**) multiplied by the proposed advanced ride sales percentage plus (amount to be paid per food concession multiplied by the number of food concessions offered), plus (amount to be paid per game concession multiplied by the number of game concessions offered, versus the guarantee (whichever is greater) = 2023 offer.

\$ _____ 2023 financial offer
 \$ _____ 2024 financial offer
 \$ _____ 2025 financial offer
 \$ _____ 2026 financial offer
 \$ _____ 2027 financial offer

\$ _____ = Total Financial Offer

Bidder's total financial offer divided by highest total financial offer x 30 points = bidder's financial offer points.

FINANCIAL PROPOSAL:

Bidder offers to pay the following to the Fair:

Year

2023: _____ % of On-Site Ride Gross
_____ % of Advance Sales Gross
\$ _____ Per each Food Concession (# of concessions _____)
\$ _____ Per each Game Concession (# of concessions _____)
vs. \$ _____ Guarantee

Year

2024: _____ % of On-Site Ride Gross
_____ % of Advance Sales Gross
\$ _____ Per each Food Concession (# of concessions _____)
\$ _____ Per each Game Concession (# of concessions _____)
vs. \$ _____ Guarantee

Year

2025: _____ % of On-Site Ride Gross
_____ % of Advance Sales Gross
\$ _____ Per each Food Concession (# of concessions _____)
\$ _____ Per each Game Concession (# of concessions _____)
vs. \$ _____ Guarantee

Year

2026: _____ % of On-Site Ride Gross
_____ % of Advance Sales Gross
\$ _____ Per each Food Concession (# of concessions _____)
\$ _____ Per each Game Concession (# of concessions _____)
vs. \$ _____ Guarantee

Year

2027: _____ % of On-Site Ride Gross
_____ % of Advance Sales Gross
\$ _____ Per each Food Concession (# of concessions _____)
\$ _____ Per each Game Concession (# of concessions _____)
vs. \$ _____ Guarantee

*\$297,674 is the average on-site ride gross average over the last 3 years that Fair operated (2018, 2019 & 2022) and is used for computational purposes only. Actual future ride gross will vary. **\$113,245 is the average Advanced Sale gross average over the last 3 years Fair operated (2018, 2019 & 2022) and is used for computational purposes only. Actual future ride gross will vary. ***\$410,919 is the average of the last 3 years ride gross and is used for computational purposes only. Actual future ride gross will vary.

FINANCIAL PROPOSAL: Signature Page

Contractor's Name: _____
(Full Business Name)

Signature Authorizing Bid: _____

Print Name: _____

Date: _____

Are you claiming preference as a small business? Yes No

All bidders must fill in the following information and sign this form in order for the "Financial Proposal Bid Form" to be considered.

FIRM NAME

TELEPHONE NUMBER

ADDRESS

CITY/ZIP CODE

Bidder certifies to the Fair that bidder has thoroughly familiarized him/herself with the Fair facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

By signing this "Financial Proposal Bid Form," the bidder certified that he/she has read and understood the RFP package including the information regarding bid protests. Further, bidder certifies that the information provided by the bidder is accurate, true, and correct, and not intended to mislead the Fair in any manner.

SIGNATURE

TITLE

**Exhibit A
Adult Rides and Shows**

Name of Ride	Owner	Manufacturer & Year Made	Capacity of Ride	Admission Price of Ride	Type of Ride	California Permit No.

**Exhibit A -1
Kiddie Rides and Shows**

Name of Ride	Owner	Manufacturer & Year Made	Capacity of Ride	Admission Price of Ride	Type of Ride	California Permit No.

**Exhibit A-2
Game and Food Concessions**

Name of Game/Concession	Owner	Items Offered	Prices

NOTICE OF PROPOSED AWARD

RFP NUMBER # 2023-01

DATE: October 27, 2022

**THE 36th DISTRICT AGRICULTURAL ASSOCIATION
ANNOUNCES PROPOSED AWARD OF THE
CARNIVAL OPERATION FOR THE
2023, 2024, 2025, 2026, 2027 DIXON MAY FAIR**

TO _____

**IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL
SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M. ON
NOVEMBER 4, 2022**

THE AWARD WILL BE FINAL.

Exhibit 1 – Fairgrounds Map

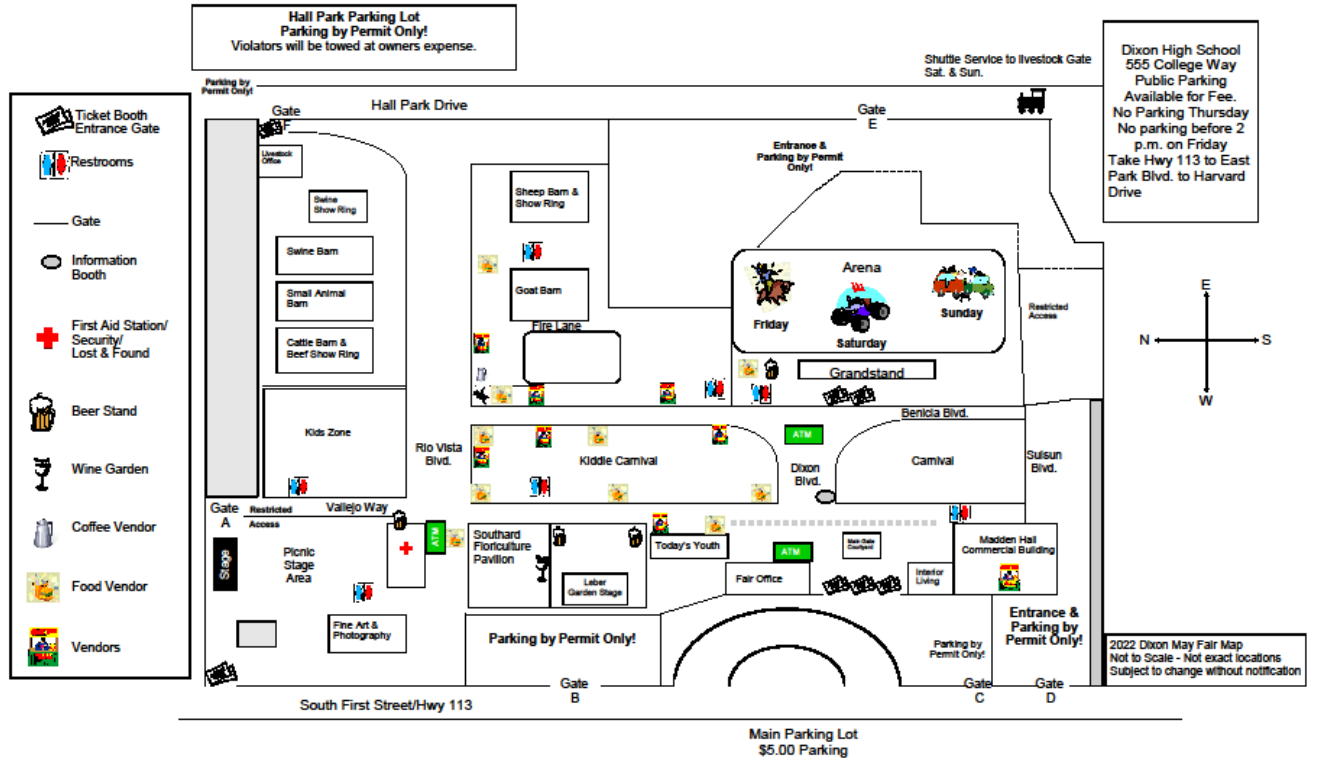
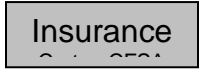


Exhibit 2 Rental Agreement F-31

FORM F-31
INTERIM

AGREEMENT NO
DATE:



SAMPLE RENTAL AGREEMENT

THIS AGREEMENT by and between the **36TH DISTRICT AGRICULTURAL ASSOCIATION** hereinafter called the Association, and **Carnival Name Here** hereinafter called the Renter.

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the association certain rights and privileges and to obtain permission from the Association to use Association premises: **May 11 – 14, 2023, May 9 – 12, 2024; May 8 – 11, 2025, May 7 – 10, 2026 & May 6 – 9, 2027 (only)**

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

3. The purposes of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever.
Operation of carnival rides, shows, games, and concessions as set forth in this agreement.

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

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

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

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

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

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

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

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

12. Special Provisions: **Attached Exhibit A: Standard Contract Terms and Conditions; Exhibit B: Insurance Requirements; Renter agrees to abide by the Clean Water Act and not allow any non-storm water discharges (illicit discharges) into the storm water drainage system. Illicit discharges include but are not limited to discharges from mobile cleaning and pressure washing operations. Remember - ONLY RAIN DOWN THE DRAIN! Water Conservation is critical to California, therefore we ask all renters to help conserve – water restrictions may apply.**

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

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

Carnival Name
Address
City, State Zip

36TH DISTRICT AGRICULTURAL ASSOCIATION
AKA DIXON MAY FAIR

Authorized Person's Name Phone Number

Patricia Conklin, CEO - 707-678-5529

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his business in a quiet and orderly manner, will deposit all rubbish, slop, garbage, tin cans, paper, etc. in receptacles provided by the Association within premises for such purpose, and will keep the area within and surrounding said premises free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of Rental Agreement shall have the prior approval of Association and the local and/or State fire suppression authorities.
4. Renter must furnish all required licenses and permits insurance etc. prior to event.
5. Renter will conduct the privileges granted in the Rental Agreement according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the rights and privileges of others, will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for, will confine said transactions to the space and privileges provided in the Rental Agreement.
6. Renter must, at his own expense, keep the space rented and adjacent areas properly arranged and clean. All concessions must be clean and possess a Solano County Health Permit. Receptacles will be provided at several locations to receive Renters' trash, and such trash must not be swept into the aisles or streets or any public space.
7. All sound producing devices used by Renter within or outside his space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his patrons or to other Concessionaires or Exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
8. Renter agrees that there will be no games, gambling or any other activities within the confine of his space in which money is used as a prize or premium, and that he will not buy or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operation, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
9. Renter is entirely responsible for the space/premise allotted to Renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to Renter, reasonable wear and tear and damage from causes beyond Renter's control excepted.
10. Association does not provide watchman service and does not provide protection of the property of Renters. Association shall not be responsible for loss or damage to the property of Renter.
11. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by Renter must be removed from the buildings and grounds by Renter, at his own expense, not later than a date specified by Association. It is understood in the event of Renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of Renter to remove and store the concession and all other material of any nature whatsoever at the Renter's risk and expense, and Renter shall reimburse Association for expenses thus incurred.
12. No Renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Renter is authorized in writing by Association and unless he holds a lawful license authorizing such sales on said premises.
13. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.
14. Failure of Association to insist in any one or more instances upon the observance and or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
15. This rental agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement. In the event of a natural disaster/war/civil disobedience/pandemic or other requirement by the government; the grounds may be required/ordered by a federal/state/county or city agency requiring the facility or stopping all activities. In the event of cancellation of the rental agreement Association is not liable for any loss or expenses that may occur to the renter or its clients/customers/patrons due to such an emergency/declaration.
16. Contractor, by signing this contract, does swear under penalty that no more than one final un-appealable finding of contempt of court by a Federal court has been issued against that Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board (Government Code Section 14780.5)(SAM Sec 12127)".
17. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the Renter may be subject to the payment of property taxes levied on such interest.
18. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
19. The parties hereto agree that Renter, and any agents and employees of Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.
20. Time is of the essence of each and all the provisions

Exhibit 3 - SCTC

State of California

Division of Fairs & Expositions

STANDARD CONTRACT TERMS AND CONDITIONS (F-31, RENTAL AGREEMENT)

1. **National Labor Relations Board (PCC Section 10296)**

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).

2. **Resolution of Contract Disputes (PCC 10240.5, 10381)**

If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.

3. **Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)**

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

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

4. **Amendment (GC 11010.5)**

Contract modification, when allowable, may be made by formal amendment only.

5. **Assignment**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

6. **Termination**

The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.

7. Governing Law

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

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

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420).

9. Contractor Name Change

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

10. Air or Water Pollution Violation (WC 13301)

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.