

13TH DISTRICT AGRICULTURAL ASSOCIATION

HIGH SCORE CARNIVAL RFP PACKAGE

RFP NUMBER #2020-2

Contact Person: Dave Dillabo, CEO

Telephone No.: (530) 674-1280

This person is the only authorized person designated by the fair 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 fair, 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: July 21, 2020

PART I
DEFINITIONS

BIDDER: The individual, company, or organization or business entity submitting the proposal in response to the Request for Proposal.

EVALUATION & SELECTION COMMITTEE: Hereinafter referred to as "Committee" Committee chosen by the fair to evaluate and score proposals received.

F&E: Refers to the *Division of Fairs and Expositions*, Department of Food and Agriculture, which is a division of the agency of the State of California overseeing the activities of fairs. F&E is located at:

2399 Gateway Oaks Drive, Suite 210, Sacramento, CA 95833

DGS: Refers to the *Department of General Services*, State of California, located at:
707 Third Street, West Sacramento, CA 95605
Attention: Office of Legal Services

RFP: Request For Proposals

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 13th District Agricultural Association in releasing this RFP intends to award a contract for a period of Five (5) years (2021, 2022, 2023, 2024, 2025) for the purpose of carnival operation during the Annual Yuba-Sutter 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 and 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 times and at the place stated below. Failure to meet these requirements will result in an unaccepted proposal. ***Unless otherwise stated, faxes are unacceptable.***

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

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

**RFP NUMBER #2020-2
13th DAA/Yuba-Sutter Fair
Attn: Dave Dillabo, CEO
442 Franklin Avenue, Yuba City, CA 95991**

D. CONTRACT AWARD

If the proposal is not automatically rejected as described in Part II, Section C, 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 Forms" will be opened and scored. Small Business Preference will be computed where applicable.

If a contract is awarded, it shall be granted to the 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. Upon the expiration of the five-day posting period (close of business on the fifth working day), if no protest has been filed, the contract is awarded. If a protest is filed prior to the contract award, the contract shall not be awarded until the protest has been withdrawn by the bidder or rejected by the Department of General Services.

E. TENTATIVE SCHEDULE

RFP Release	July 21, 2020
Proposals Due at Fair's Administration Office by 5 pm	September 14, 2020
Interview, if necessary, to clarify proposals* (Interviews are not public; may be recorded)	September 15, 2020
Financial offer opened	September 16, 2020
"Notice of Proposed Award" posted & mailed	September 16, 2020
Date Award Final-no protest may be filed	September 23, 2020
Proposed contract commences	June 23, 2021

F. **SMALL BUSINESS PREFERENCE (APPLIES ONLY IF FAIR IS A DISTRICT AGRICULTURAL ASSOCIATION)**

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 our online Small Business Certification Application (STD. 813), or to receive your hard-copy form by mail, e-mail osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

Your **complete** certification application package must be received by the OSDS no later than 5 p.m. of the 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)

ATTN: BDD Unit
707 3rd Street, 1st Floor, Room 1-400
West Sacramento, CA 95605

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. If the bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If 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 fair time operation, and during carnival take down.

I. HISTORY AND GENERAL BACKGROUND INFORMATION

The Yuba-Sutter Fair has been in existence for over 163 years. Starting in 2021, the annual fair will take place on the fourth weekend in June. The fair had previously taken place the first weekend in August. The Fairgrounds is located in the City of Yuba City, with easy access to Highway 99, as well as other state highways.

Annual Fair Dates: The annual fair is scheduled to take place on the 4th weekend of June each year. Dates for the next 5 years are as follows:

2021 June 24-27
 2022 June 23-26 (The following dates are tentative)
 2023 June 22-25 (The following dates are tentative)
 2024 June 20-23 (The following dates are tentative)
 2025 June 19-22 (The following dates are tentative)

Promotional Days of the Annual Fair include:

Thursday – Thrifty Thursday \$5 Admission for all ages 6 and over
 Friday – Kids Day: Kids 11 and under are Free all day
 Saturday – Seniors Day (Free Admission for Seniors 60 & Greater
 Military Appreciation Day - Free Admission to Military ID Holders
 Sunday - La Familia Day
 First Responders Day - Free Admission to Certified First Responders

Carnival Ride Gross Figures:

Year	On-Site Ride Gross	Advance Sales	Total Ride Gross
2016	\$150,581.00	\$81,424.00	\$232,005.00
2017	\$140,907.00	\$77,380.00	\$218,287.00
2018	\$158,147.00	\$81,340.00	\$239,487.00
2019	\$163,864.00	\$80,705.00	\$244,569.00

Total Fair Attendance Figures:

2016	46,069
2017	39,029
2018	41,131
2019	44,374

Fair Admission Charges:

Pre-Sale Discount Promotions:

- Adult (12 yrs. & older) - \$ 8.00
- Juniors (6-11 yrs.) - \$ 5.00
- Seniors (60 and over) - \$ 5.00
- Children 5 & under are Free Everyday
- 4 Pack Special Offer (Includes 4 Adult Admission Tickets) - \$30

Fair-time Admission Prices:

- Adult (12 yrs. & older) - \$ 10.00
- Juniors (6-11 yrs.) - \$ 6.00
- Seniors (60 and over) - \$ 6.00
- Children (5 yrs. & Under) - FREE

Parking - \$ 5.00

Fair Opening & Closing Time Schedule:

Thursday, Friday & Saturday: 12 Noon to 11pm
Sunday: 12 Noon to 10pm

Special Carnival Promotions Previously Provided:

1. Four special carnival stuffed animals were provided to the Scholarship Competition Royal Court recipients.
2. VIP Wristbands provided to fair for promotional advertising & sponsorship
3. Livestock Exhibitor Wristband Discount – 2019 included a \$40 all week carnival pass wristband only available to the current livestock exhibitors and family members
4. Pre-Sale One Day Unlimited Ride Wristband: \$25
5. On-site One Day Unlimited Ride Wristband: \$35

Grandstand Events

Thursday - Rodeo
Friday - MLM Premier Truck & Tractor Pulls
Saturday - Extreme Tuff Trucks & Mud Bogs
Sunday - Twisted Metal Mania Destruction 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 this RFP, the bidder shall be immediately notified of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document.

Modifications by the Fair, if any, will be made in writing by way of an addendum issued pursuant to paragraph 2, below.

Clarifications by the Fair, 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 entities who have requested to be given notice of any modification or notices.

2. Addendum

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 of the Proposal

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 the required format or information is not submitted in the format required by this RFP.

It contains false or misleading statements or references that 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 the attribute, condition or capability of requirement of this RFP.)

It is unsigned.

5. Right to Reject Any or 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.

If the fair is a District Agricultural Association: The protest must be filed with the Fair and with DGS at:

Department of General Services (DGS)
707 Third Street, West Sacramento, California 95605
Attention: Legal Office

The protest *must* be received prior to the expiration of five (5) working days from 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. Upon the expiration of this posting period, if no protest is filed, the contract is awarded.

IN ADDITION, within five (5) calendar days after filing the 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 becomes 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 AND 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

1. The Contractor shall provide a fully operational carnival including quality rides, games, shows and food concessions. Each ride must have a current permit to operate, issued by the California Division of Industrial Safety, under the provisions of the California Labor Code Section 7906 before they are placed in operation of the Fair.
2. The Fair Management may, in its discretion, permit the substitution or addition of rides or shows from those listed in Contractor's proposal provided said request is made and approved in writing. Each such request must be presented to Fair Management at least 30 days before the beginning of the Fair.
3. The Fair Management may also, in its discretion, permit substitution of rides or shows destroyed or damaged beyond immediate repair by reasons not within the reasonable control of the contractor, such as riots, war, civil disturbance, fire, flood, laws or transportation accidents.
4. A minimum of twenty-two (22) rides shall be supplied with atleast;
 - a. Seven (7) Spectacular Type Rides, such as a Zipper, Drop Tower, Giant Wheel
 - b. Seven (7) Major Type Rides, such as a Ferris Wheel, Tilt A Whirl, Merry Go Round, Dark Ride, Sizzler, Four by Four, etc.
 - c. Eight (8) Kiddie Type Rides, such as Baja Buggies, Dizzy Dragons, etc.
5. Substitutions:
 - a. Contractor may provide substitute rides only with written permission of the fair
6. Game Concessions:
 - a. Contractor shall supply a minimum of (12) and a maximum of Twenty (20) game concessions.
7. Food Concessions:
 - a. Contractor shall supply a maximum of Four (4) food concessions.
8. Quality:
 - a. For a multi-year contract, the quality of the carnival is expected to improve, or at a minimum, stay the same.

9. Contract must offer the following promotions at a minimum:
 - a. Unlimited Wristband good for any one day of fair for unlimited rides
 - b. Livestock Exhibitor Unlimited Wristband good for all 4 days of the fair for unlimited rides. Includes a "Wednesday Night" 2-hour exclusive carnival for the livestock exhibitors.
10. VIP Carnival Passes:
 - a. Contractor shall supply a minimum of 50 VIP Carnival Wristbands to the fair for fundraising and group activities.
11. Ticket Prices:
 - a. Ticket prices must be approved by Fair Management and must be submitted 90 days prior to the opening day of the Fair.
12. Shaded Seating:
 - a. The contractor will provide adequate shaded seating for guests in the carnival area. There must be shade provided for wheelchairs as well.

B. PERFORMANCE OF CONTRACT

1. All rides, game concessions, and food concessions shall maintained in good repair and available for operation during the hours the fair 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 \$500.00 per day as 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 if 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 into the theme and goals of the fair.
5. Contractor will provide promotional tickets and/or wristband in coordination with 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. The 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 the 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 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.

3. Contractor will be responsible for employees having training as specified by Division of Industrial Safety, Department of Industrial Relations.
4. During all carnival operating hours, an adequate number of experienced and professional personnel must be on duty.

D. CARNIVAL OPERATION

1. Carnival space available. Fair shall provide contractor with a plot plan showing the space available for carnival operation. Additionally, the following space shall be available for carnival operation: *North & South Carnival lawn area as noted on Fair Layout Exhibit A-4*
 - a) Contractor shall arrange the assigned area for carnival operations so as to protect public from any dangerous conditions.
 - b) 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.
 - c) Trucks, equipment, trailers etc. that cannot be reasonably located within carnival area and out of sight from the general public must be parked in designated area provide by the Fair.
2. Carnival set-up and takedown. Contractor shall be solely responsible for the assembly, which may begin five (5) days prior to the fairtime. Equipment can be stored in South Parking Lot prior to setup, however, no equipment belonging to carnival operation will be allowed to be stored more than 10 days prior to opening of Fair. 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. If not removed within five (5) days after closing of fair, the carnival operator will be subject to a penalty charge of \$500 per day payable to the Fair in the form of cash, certified check, money order and or cashiers check.
3. Daily hours of carnival operation. Carnival operations shall begin each day as per the following schedule. All games, rides, and attractions shall open on time.

Wednesday	7 pm to 9 pm (Exclusive to Livestock Exhibitors)
Thursday	12 Noon to 11 pm
Friday	12 Noon to 11 pm
Saturday	12 Noon to 11 pm
Sunday	12 Noon to 10 pm

4. Ticket handling responsibility and procedures.
 - a. The contractor will assume responsibility for the procuring, selling and accountability of all tickets sold, as well as personnel necessary for public use of rides, games, shows, and concessions.
 - b. Fair Management reserves the right to monitor or “shop” all operations of the ticket handling process through employment or use of individuals or by employment of an

organization skilled in this profession. Carnival operator shall be expected to take immediate action for:

- Discrepancies brought to the Fair's attention by the service/employee.
 - To pay the Fair at the going privilege rate of any gross receipt shortages found.
 - To dismiss any dishonest employees that the shopping service/employee discovers.
- c. 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.
- d. 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, trash/garbage disposal, etc.
Carnival Operator must supply generators for ALL carnival operations. A standby generator is required. Location for Carnival Office will be determined and discussed with Fair Management. Power supply will be provided if available. Carnival Operator should have a generator available as a backup for the Office. Carnival Operator and employees will comply with fair recycling program of trash/garbage.
6. Availability of shows, RV parking, etc.
- a. 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 completion of take-down.
- Electricity, if used by Carnival
 - Carnival Restroom (to be assigned)
 - a. Clean up and repair of Carnival restroom prior to opening of Fair.
 - b. Contractor is responsible for cleaning restroom prior to opening each day, or suitable charge will be levied. Fair is responsible for cleaning restroom during the hours fair is open.
 - Daily and final cleanup of carnival lot
 - a. Contractor will ensure that carnival lots are cleaned as needed throughout the day and trash to be deposited in waste containers. The cost to be charged will be at a rate charged by Recology of Yuba-Sutter.
 - b. Contractor will be responsible for all costs of labor in cleaning and trash removal of the carnival lots, and will provide personnel for final cleanup.
 - c. Contractor and Fair Manager, or his designee shall tour lots at conclusion of Fair to assess any damages to facility, which will be the responsibility of Contractor.
 - d. Contractor will be responsible for actions of any carnival personnel remaining on lot after Contractor's departure, as well as any damages to facility caused by carnival employees.
 - Camping fees

- a. Anyone remaining on the grounds overnight after noon on the Wednesday following fair will be charged \$30 per night per RV (i.e. camper, trailer, motorhome, and tent). Fair will count units: Contractor will be responsible for payment to the Fair prior to leaving the grounds the Monday following the last day of Fair.
7. Limitations on sales/concessions
 - a. Fair Management must approve all prices, rides, attractions and concessions.
 - Food Concessions
 1. Not more than four (4) food and beverage stands.
 2. Carnival may operate one Carnival Cook House in addition to the two food concessions within the boundaries of the Carnival Area.
 3. All food concessions must be set-back from the main roadway and carnival area boundaries no less than 30' (thirty feet).
 4. No selling of beer and alcoholic beverages.
 5. No soft drinks to be served in anything other than plastic or paper cups.
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
 - a. Concrete management philosophies, practices, and policies shall be used to ensure professional personnel actions during execution of the contract. Management shall operate in a manner that enhances the fair in the eyes of its patrons.
 - b. Contractor shall be responsible for its employees having the training required by the Division of Industrial Safety, Department of Industrial Relations.
 - c. During all carnival operating hours, an adequate number of experienced and professional personnel must be on duty.
 - d. The number of employees hired during carnival 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.
 - e. Employees who have regular public contact shall be attired in clean, uniform clothing.
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, ride prices, safety, directions, etc. Signs will be professionally prepared and approved by Fair Management and posted in food area 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
- 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 who, 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 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.

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 being 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 that 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 Forms" will then be opened and scored and added to each reviewers' 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.
6. If the fair is a District Agricultural Association, 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.
8. 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.
9. 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.

	SCORE
1. Financial Offer	30
-As described on attached financial offer form. Submit the Financial Proposal Bid Form.	
2. Quality and quantity of rides, games, shows, and other concessions	20
-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
-Provide a copy of personnel manual and applicable policies or statement of it.	
-Provide statements relative to public relations policies, handling of customer complaints, employee hiring practices, games, rides, shows, and concession pricing policies, etc.	
4. Promotions	5
-List and describe promotions the carnival operator will provide for each year of the contract. Including, but not limited to advance ticket sales, pay one price day, discount rides on kids' day, Livestock Exhibitor Promotions, etc.	
5. Past experience and previous performance for the last three years	20
Compliance	(10)
-Provide letters from fair managers (or list of fair names for which your carnival performed during the last two years) to indicate:	
<ul style="list-style-type: none"> • Daily timeliness 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)
-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 Yuba-Sutter Fairgrounds	(5)
- References pertaining to operations and how they conduct business solicited by the Yuba-Sutter Fair.	

6. Safety.....20

Significant Loss History/Loss Runs (10)

List all liability loss payment and outstanding claims relating to personal injuries in excess of \$5,000.00 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)

- 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 inspection information from federal, state or local agencies, joint powers authorities, or your insurance representatives.

Current safety policies and procedures..... (5)

- Describe current safety policies and procedures that affect employees and the public.

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 nonresponsive."

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 reject 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”
- Financial Proposal Bid Form

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

- Subcontractor’s Certification” form

FORM TO BE COMPLETED BY FAIR

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

FORMS THAT ARE PART OF THE CONTRACT TO BE AWARDED

- Rental Agreement, F-31
- Standard Contract Terms and Conditions (SCTC), F-31 Form
- CFSA Insurance Form

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 Fed.

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: _____ 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 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:

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:

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

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 subcontractor'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 the _____ day of _____, 2020.

Legal Name of Owner _____

Phone Number _____

By _____

Signature _____

Title _____

EXHIBIT A-4 CARNIVAL MAP AREA



**FINANCIAL PROPOSAL BID FORM
 FIVE-YEAR CARNIVAL CONTRACT HIGH SCORE
 RFP # 2020-02
 PERCENTAGE VS GUARANTEE**

INFORMATION:

Money offers will be accepted based on the contractor paying the fair a percentage of the on-site ride gross, and advance sales from the operation of rides and shows (**not less than 40%**), a flat rate for each food concession (not less than \$700), and flat rate for each game concession (not less than \$475) versus a stated guarantee (guarantee shall not be less than **\$100,000** for the first year and increasing a minimum of **\$1000** each year after); plus Capital Improvement Monies of not less than \$3,000 per year.

FORMULA:

The five year sum total to be paid to the fair based for each year on the average of the years 2016, 2017, 2018 and 2019 reported on-site ride gross multiplied by the offered percentage, plus the average of the years 2016, 2017, 2018 and 2019 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 high 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 number of points. Small business preference will be added if applicable.

Capital Improvement – In order to continually improve and upgrade our facilities, including the carnival area, we are requesting as part of your proposal “Capital Improvement Monies”. Capital Improvement will not be part of the guarantee, but will be part of the financial offer.

Year	On-Site Ride Gross	Advance Sales	Total Ride Gross
2016	\$150,581	\$81,424	\$232,005
2017	\$140,907	\$77,380	\$218,287
2018	\$158,147	\$81,340	\$239,487
<u>2019</u>	<u>\$163,864</u>	<u>\$80,705</u>	<u>\$244,569</u>
Average	\$153,375*	\$80,212**	\$233,587***

Example: (\$153,375*) multiplied by the proposed on-site ride percentage), plus (\$80,212**) 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) plus the capital improvement monies = 2021 offer.

\$ _____ 2021 financial offer
 \$ _____ 2022 financial offer
 \$ _____ 2023 financial offer
 \$ _____ 2024 financial offer
 \$ _____ 2025 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

2021: _____ % of On-Site Ride Gross
 _____ % of Advance Sales Gross
 \$ _____ Per each Food Concession (# of concessions _____)
 \$ _____ Per each Game Concession (# of concessions _____)
vs. \$ _____ Guarantee
 \$ _____ Capital Improvement Monies

Year

2022: _____ % of On-Site Ride Gross
 _____ % of Advance Sales Gross
 \$ _____ Per each Food Concession (# of concessions _____)
 \$ _____ Per each Game Concession (# of concessions _____)
vs. \$ _____ Guarantee
 \$ _____ Capital Improvement Monies

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
 \$ _____ Capital Improvement Monies

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
 \$ _____ Capital Improvement Monies

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
 \$ _____ Capital Improvement Monies

**\$153,375 is the average on-site ride gross average over the last 4 years and is used for computational purposes only. Actual future ride gross will vary.*

***\$80,212 is the average Advanced Sale gross average over the last 4 years and is used for computational purposes only. Actual future ride gross will vary.*

****\$233,587 is the average of the last 4 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 he/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 certifies 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

NOTICE OF PROPOSED AWARD

RFP NUMBER # 2020-02

DATE: September 16, 2020

**THE 13TH DISTRICT AGRICULTURAL ASSOCIATION
ANNOUNCES
PROPOSED AWARD OF THE
CARNIVAL OPERATION FOR THE
2021, 2022, 2023, 2024, 2025 YUBA-SUTTER FAIR**

TO _____.

**IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL
SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M.
ON SEPTEMBER 23, 2020,
THE AWARD WILL BE FINAL.**