



**52nd DISTRICT
AGRICULTURAL ASSOCIATION**

CARNIVAL RFP

**RFP NUMBER
RFP 2024-1**

**Contact Person: Matt Cranford
Sacramento County Fair
1600 Exposition Blvd
Sacramento, CA 95815
Telephone: (530) 458-2641**

This person is the only authorized person designated by the **52nd DAA** to receive communication concerning this RFP. **Please do not attempt to contact any other person concerning this RFP.**

Oral communication of **52nd DAA**, officers and employees concerning the RFP shall not be binding on the **52nd DAA**, 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 awarded.

Date Issued: November 19, 2024

PART I

DEFINITIONS

DIVISION: Refers to the Division of Fairs and Expositions, Department of Food and Agricultural, which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs.

F&E is located at:
1220 N Street
Sacramento, CA 95814

52nd DAA Refers to the 52nd District Agricultural Association that is a State agency of the State of California and is not a local agency of government.

DGS Refers to the Department of General Services, State of California located at:
707 3rd Street
West Sacramento, CA 95605
Attention: Legal Office

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

RFP Request for Proposal

RESPONSIVE Proposals that are timely, meet the proper format required for submittal of the 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 52nd District Agricultural Association, a State Agency, at Sacramento, California in releasing this RFP, intends to award a contract for a period of three (3) years, for the purpose of providing a carnival for the Sacramento County Annual Fair for the period of **May 22 to May 26, 2025 (2026 and 2027 Dates To be determined)**.

B. PROPOSER RESPONSIBILITY

Read the documents very carefully, as the 52nd DAA 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

Deliver to the following email: ceo@sacfaircom, no later than 3:00, P.M. Pursuant to the law, no proposals shall be considered which have not been received at the place, and prior to the closing time, stated in this RFP. If submitted by USPS:

**RFP #2024-1
Carnival**

**Matt Cranford
52nd District Agricultural Association
1600 Exposition Blvd
Sacramento, CA 95815**

D. CONTRACT AWARD

The contract shall be awarded to the qualified proposer who obtains the highest score.

The technical proposal of each proposer will be evaluated and scored by the scoring committee based on the score sheet contained in Part VI, "Evaluation, Selection, and Scoring Process".

The proposed contract award will then be made to the proposer receiving the highest score.

A Notice of Proposed Award will then be posted for five (5) working days at the Fair’s Administration Office. In addition, a copy of the notice will be mailed to each proposer.

E. TENTATIVE SCHEDULE

RFP Released	11/19/2024
Proposals due at 52nd DAA’s administrative office no later than 3 p.m.	12/5/2024
Interview, if necessary, to clarify proposals Opening & Interviews are not public, but may be recorded)	12/9/2024
Rescore Proposals (if necessary)	12/10/2024
Post and Mail Notice of Proposed Award	12/11/2024
Date Award to be Final, if no Protests Received	12/16/2024
Proposed contract start date	2/1/2024

F. CONTRACT FOR INFORMATION

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

Inquiries concerning this RFP are to be directed to:

Matt Cranford
52nd District Agricultural Association
Sacramento, CA 95815
ceo@sacfair.com
(916) 524-3406

PART III
RULES GOVERNING COMPETITION
AND TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. Introduction

The competitive method being used for the selection of a contractor is known as a Request for Proposal (RFP). Selection of a contractor under this method is based on scoring of proposals and awarding of the contract to proposer receiving highest score.

2. Submission of RFP

To be eligible for consideration and award of contract proposal, the proposal must be in the Fair's Administration Office no later than **December 5, 2024, 3 PM**, as indicated in Part II, paragraph C, "Deliver of Proposals".

3. Errors

If a competitor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, he/she shall immediately notify the fair of such error in writing and request modification or clarification of the document. Modifications will be made on addenda issued pursuant to paragraph 4, Addenda, below. Clarifications will be given by written notice to all parties who have obtained an RFP, without divulging the source of the request for same. The fair shall not be responsible for failure to do so.

4. Addenda

The fair may 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 the RFP for bidding purposes. Addenda will be numbered as a suffix to the RFP reference number. The first number for an addendum will be A-1.

5. Definitions

The State of California and the Division have established certain requirements with respect to proposals to be submitted by prospective proposer. The use of "shall", "must" or "will," indicates a mandatory requirement of condition.

Failure to include such mandatory requirements or conditions may result in the disqualification of a proposal. The words “should” or “may,” indicate a desirable attribute or condition, but are permissive in nature and may affect the score the proposal receives.

6. Grounds for Rejection

- a. A proposal shall be rejected if:
 - i. It is received at any time after the exact time and date set for receipt of proposals.
 - ii. It is not prepared in accordance with required proposal format.
 - iii. The firm has submitted multiple proposals.
- b. A proposal may be rejected if:
 - i. It contains false or misleading statements or references, which do not support an attribute, or conditions contended by the competitor. (The proposal shall be rejected if, in the opinion of the fair, such information was intended to erroneously and fallaciously mislead the State in its evaluation of the proposal and the attribute, condition or capability of requirement of this RFP).
 - ii. It is unsigned.

7. Small Business Preference

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request.

To claim the small business preference, which may not exceed \$50,000 for any proposal, your company must have its principal place of business located in California and have a complete application (including proof of annual receipts) on file with the State Office of Small Business (OSBCR).

If you are claiming the 5% small business preference a copy of your OSBCR Small Business Certification Approval Letter must be submitted with the “Technical Proposal”.

8. Award of Contract

- a. Award of contract, if it is awarded, shall be determined in accordance with Part VI, "Evaluation, Selection and Scoring Process". A notice of the proposed award will be posted at the Fair's Administration office for five (5) working days after a proposed award is made.
- b. Breaking Ties

In the event that there is a tie, the tie will be broke by a toss of a coin by a member of the scoring committee in the presence of authorized representatives of the proposed proposers.

- c. Debriefing

Each unsuccessful competitor may request a debriefing conference after the award with Fair management. A debriefing conference is an opportunity for unsuccessful competitors to learn why their particular proposals were not successful.

- d. Protests

A proposer may file a protest against the awarding of the contract. The protest must be filed with the Department of General Services (DGS), Legal Office and the Fair during the five (5) working days that the proposed award is posted. Within five (5) working days after filing the protest, the protesting bidder shall file with the fair and DGS, Legal Office, a full and complete written statement specifying the grounds for the protest. Protests are limited to the grounds contained in Public Contract Code, Section 10378.

Once a protest has been filed, the contract may not be awarded until the protest is withdrawn or DGS has decided the matter.

9. Other Information

- 1. Disposition of Proposals

All materials submitted in response to this RFP will become the property of the State of California. All proposals and evaluation and scoring sheets shall be available for public inspection at the conclusion of the Committee scoring process. Materials may be returned only at the State's option and at the competitor's expense. One copy of the proposals shall be retained for official State 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 the “Notice of the Proposed Award” is issued, no proposal will be treated as confidential.

3. Modification or Withdrawal of Proposals

Any proposal, which is received by the Fair at the above address before the time and date set for receipt of proposals may be withdrawn or modified by written request of the proposer. However, in order to be considered, the modified proposals must be received by the time and date set for receipt of proposals.

A proposer cannot withdraw after the due date for proposals without the concurrence of the Board of Directors. A bid cannot be “timed” to expire on a specific date. For example, a statement such as the following is non-responsive to the RFP:

“This proposal and the cost estimate are valid for 60 days”.

4. 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. In the rare case where solicitation for informational and planning purposes is intended, the document will so indicate. However, without limitation by reason of the foregoing explanation, the Fair reserves the right to reject any or all proposals or to cancel the bid at any time during the process.

PART IV

HISTORY AND GENERAL BACKGROUND INFORMATION

(Provided to assist the bidder in responding).

The Sacramento County Fair has been in existence for over 80 years. The Fair has provided a Showcase of Agriculture, Home Arts, Fine Arts, Photography and Livestock that has been grown, produced and sold by community members. The fair also provides a place to meet, exchange ideas, and enjoy entertainment and other activities for the residents of Sacramento County.

The Fairgrounds are located in the City of Sacramento.

The fair time. For which this contract solicitation is being made, operates a total of five (5) days each year.

To encourage maximum attendance, the fair annually contracts with professional entertainers to appear in the grandstand/arena one evening, as well as contract with promoters of events such as a rodeo and destruction derby.

Additionally, the fair would retain the right to contract with a limited number of grounds acts, entertainers and such attractions as: pony rides, arcades, dunk tanks, clown acts, other forms of entertainment and education outside the carnival to further compliment the attractions at the fair. The carnival contractor will not share any of the proceeds or responsibilities of such activities.

The fair would cooperate with the contractor in promotions designed to stimulate attendance and participation in the carnival area.

The fair will advertise on traditional media as well as digital media will continue to promote the fair through all practical means.

Our 2024 Goals for the Fair include:

1. Increase daily attendance
2. Increase our exhibit
3. Increase the participation in the Commercial Building
4. Increase participation at grandstand events

A. Fair dates for the 2025 Fair are May 22-26. Although the fair dates for the remaining 2 years have yet to be established, traditionally the Fair will be held over Memorial Weekend.

B. Carnival Gross Figures the previous five years:

2024:	\$415,327	Ride Gross
	\$300	per (5) Food Stands
	\$225	per (15) Game Concession
	\$174,505	Paid to Fair
2023:	\$424,475	Ride Gross
	\$300	per (4) Food Stands
	\$225	per (14) Game Concession
	\$177,640	Paid to Fair

2022:	\$400,995	Ride Gross
	\$300	per (4) Food Stands
	\$225	per (17) Game Concession
	\$168,923	Paid to Fair
2019:	\$267,715	Ride Gross
	\$300	per (4) Food Stands
	\$225	per (17) Game Concession
	\$115,650	Paid to Fair
2018:	\$255,852	Ride Gross
	\$300	per (4) Food Stands
	\$225	per (20) Game Concession
	\$111,541	Paid to Fair

C. Paid Attendance Figures the previous five years:

2024	=	72,928
2023	=	71,258
2022	=	72,376
2019	=	90,056
2018	=	80,114

D. Admission Charges:

\$12.00 Adults (12 years & older)
 \$10.00 Youth (6 years to 11 years)
 FREE - Children under 6 years

E. Special Promotions Planned:

A special carnival promotional activity will be provided during fair time.
 Livestock Exhibitor Fair Special
 Other specials to be mutually agreed upon

PART V

STATEMENT OF WORK TO BE PERFORMED

A. RIDES/FUN HOUSES, GAME CONCESSIONS, SHOWS, ATTRACTIONS, AND FOOD CONCESSIONS.

Contractor shall provide a fully operational carnival including quality rides, games, shows, and food concessions during the entire run of the Fair.

1. Rides/Fun Houses Contractor shall provide the following rides:
(Carnival must provide one (1) Ferris Wheel and one (1) Merry Go Round)
 - a. 24-28 total rides with a Giant wheel at least 77' or taller and one other ride at least 90' tall.
 - b. 8 minimum Major Type Rides/Funs Houses, such as: Ferris Wheel, Tilt A Whirl, Merry Go Round, Dark Ride, Sizzler, Four by Four. Etc. One ride must be
 - c. 7 minimum Kiddie Type Rides/Fun Houses, such as: Roller Coast (500), Red Baron, Glass House, Berry Go Round, Jump Cycle, Rugged Buggy, etc.
2. Substitutions-Contractor may provide substitute rides only with written permission of the Fair Management.
3. Game Concessions-Contractor shall supply a minimum 10 main carnival and 5 kiddie carnival game concessions. For purposes of these contract documents "two in one games" (one structure) count as two games.
4. Food Concessions-Contractor shall supply a maximum of Four (5) Food concessions.
5. Quality for multi-year contract, the quality of the carnival is expected improve, or, at a minimum, stay the same.

B. CONTRACTOR SHALL PROVIDE PERSONNEL AND MANAGEMENT EXPERTISE.

1. Concrete management philosophies, practices and policies shall be used to ensure professional personnel actions during execution of the contract.
2. Management shall operate in a manner that enhances the fair in the eyes of its patrons.

C. CONTRACTOR SHALL PROVIDE EXPERTISE AND CONTENT OF PROMOTIONAL PROGRAMS.

1. Programs shall fit into theme and goals of the fair.
2. Programs shall be designed to increase attendance and acceptant of Fair in the area it represents.

D. CONTRACTOR SHALL DEMONSTRATE A HIGH DEGREE OF EXPERIENCE AND PERFORMANCE DURING THE TERM OF CONTRACT PERIOD.

1. All rides/fun houses, game concessions, shows and food concessions shall be maintained in good repair and available for operation during the hours the fair is open.
2. In the event less than 95% of the contractor's proposed rides/fun houses, game concessions, shows and food concession 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%. Additionally, contractor shall pay \$500.00 per day per ride which is out of operation more than two (2) hours during fair time open hours. No liquidated damages will be assessed the failure to operate is the result of a major power outage or act of God or if such failure to operate is with fair's consent.
3. Professional techniques in all posting of signage shall be used.
4. Contractor shall ensure that the carnival operation maintains a clean and professional appearance.

E. CONTRACTOR SHALL AT ALL TIMES MAKE SAFETY ITS NUMBER ONE CONCERN.

1. At all times during the contract period, care shall be used that is reasonable and prudent to ensure safety of all concerned.
2. Contractor shall ensure that his actions cannot be judged negligent in any way.

F. CONTRACTOR WILL PROVIDE MANAGEMENT WITH RIDES AND AWARDS.

1. Contractor will provide fifteen (15) passes for unlimited complimentary rides for the duration of the fair.
2. Contractor will provide two (2) large stuffed animals to be given to the two Pageant/Scholarship recipients and approximately 10 small to medium size stuffed animals for special contests.
3. Contractor will provide 500 single ride coupons for special contest winners, Junior Fair Board, and volunteers.
4. In exchange for the passes and stuffed animals, contractor will be recognized as a Fair Sponsor.

**PART VI
EVALUATION, SELECTION AND SCORING PROCESS**

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

During the evaluation and selection process, the Evaluation and Selection Committee may wish to interview a competitor for clarification only.

* Proposals cannot be changed by the proposer after the time and date designated for receipt.

A. EVALUATION AND SELECTION PROCESS

1. After the period has closed for receipt of proposals, each proposal is examined by fair staff to determine compliance with the RFP format requirements and grounds for rejection (under Part III). This is not a public review. The money bid is not revealed at this point.
2. Each Contractor Status Form is reviewed to determine if any bidder claimed the small business preference. All claims must be verified by the fair and with the Office of Small Business.
3. Technical proposals that meet the format requirements are submitted to the Evaluation and Selection Committee that evaluates each proposal and assigns points.
4. Interviews may be requested for clarification of proposals. The Committee may conduct interviews and then re-score the proposals in a committee meeting. The financial offer is then opened and scored.
5. The average score of each competitor is then determined in the evaluation and selection meeting.
6. If the proposer with the highest score is not a certified small business, then 5% small business preference must be given to all certified small businesses by using the formula contained on pages V-5 and V-6 of the Contract Manual.
7. The winning proposer is the proposer who then has the highest score.
8. All competitors are notified of the results. Notice of the proposed award is posted for five (5) working days at the Fair. During this five-day posting period, a protest may be filed.
9. Contract award is heard and formally approved at the next fair Board meeting.

B. SCORING

SCORING CRITERIA AND TO BE ITEMS SCORED	<u>POINTS</u>
1. Quality and quantity of rides, games, shows and other concessions	15 Points
a. Descriptions and/or photographs of rides, Games shows and concessions	
b. Listing of all super spectacular, major and Kiddie rides proposed for placement at fair	
2. Current operation/management philosophies and policies	5 Points
a. Copy of personnel manual and applicable Policies or statement of same	
b. Statements relative to public relations Policies, handling of customer complaints, Employee hiring practices, games, rides, Shows and concession pricing policies, etc...	
3. Promotions	10 Points
a. Including, but not limited to, advance ticket Sales, pay one price, discount rides on kid's day	
4. Past experience & previous performance for the last two years.	15 Points
a. Contract Compliance (8 Points)	
(1) All rides, games, shows and Attractions open on time daily	
(2) Frequency which rides, games shows and/or concessions are not operating.	
(3) Rides, games, shows and Concessions general appearance	
(4) Lot Cleanliness	
(5) Personnel Cleanliness	
(6) Proper posting of information and signage	
b. Timely payment of funds to Previously contract fairs. (7 Points)	
(1) Financial references- research by fair and where carnival has performed.	

5.	Safety	25 Points
	a. Liability/loss records for last two years	(9 Points)
	b. Demonstration of properly licensed & mechanically sound rides for the past two years.	(8 Points)
	c. Current safety policies & Procedures	(8 Points)
6.	Financial Offer	30 Points
	a. As described on attached offer form	
TOTAL POSSIBLE POINTS:		100 POINTS

PART VII

FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

These instructions prescribe the mandatory proposal formation and the approach for the development and presentation of proposal data. Proposal format information must be adhered to, all questions must be answered, and all requested data must be supplied. Failure to prepare proposals in the following required format may result in elimination from proposal evaluation.

B. PROPOSAL FORMAT AND CONTENT

Each proposal must include a cover letter on the letterhead of the proposer signed by an authorized person and containing the following statement:

“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instruction 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 firm, it is agreed 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.”

The organization of the response shall be as follows:

➤ Section I

- Cover letter as described above
- Table of Contents
- Completed and signed Contractor Status Form
(See Part IX)

➤ Section II – Information to be provided by proposer.

1. Complete attached financial offer form. Form must be signed by authorized representative. Place this form in a separate sealed envelope.
2. Attach (use Exhibits A, A-1, A-2, A-3) a complete list of rides, shows, games, food concessions, and other equipment that you can currently provide to the fair. Include descriptions and/or photographs of all rides, games, shows and concessions that will be provided for the first year of that contract. Asterisk on each Exhibit the particular rides, shows, game and food concessions and other equipment to be provided for the first year of contract. Complete bottom portion of Exhibits indicating number of items to be provided each year.

3. Attach a copy of personnel manual and applicable policies, or statement of same (i.e., dress codes, organizational charts). Attach statements relative to public relations policies, handling of customer complaints, employee hiring practices, games, ride shows and concession pricing policies, etc.
4. List and describe promotions that the carnival operator will provide for each year of the contract.
5. Attach letters from fair managers or list of fair names for which your carnival performed during the last two years, indicating:
 - That all rides, games, shows, and attractions were opened on time, daily.
 - The frequency which rides, games, shows and/or concessions were inoperable or not operating.
 - The general appearance of the rides, games, shows.
 - Lot cleanliness.
 - Personnel cleanliness.
 - Proper posting of informational signage.
 - Timely payments of funds to previously contracted fairs. Indicate whether or not you have any outstanding financial obligations for any California fairs.

Attach letters from three financial references (banks, credit organization, ridges, manufacturers, major suppliers, etc.) you have done business with during the last two years.

6. List all liability loss payment and outstanding claims relating to personal injuries in excess of \$5,000 for each person or occurrence during the last two years. Briefly explain how each loss occurred. Attach insurance company loss records and company name for verification.

List all oral and written information of mechanical and/or safety deficiencies of the rides during the last two years. This information may include, but is not limited to, ride inspection information from federal, state or local agencies, or your insurance representatives. If this information is already available through another entity, please describe where it can be obtained
Explain current safety policies and procedures that affect employees and the public.

PART VIII

CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the Standard Contract Terms and Conditions form which will be made a part of the contract (Part IX).

1. Proposer must be pre-qualified at the Division of Fairs and Expositions per the Division's current pre-qualification criteria or alternatively submit all carnival pre-qualification documents to the fair with their proposal. For multi-year contract, contractor will be required to meet all current pre-qualification criteria for each year of contract prior to fair.
2. Carnival Space: Carnival Lot and Kiddie Carnival Lot
Carnival space available other than that shown on plot plan.
3. Carnival set up and take down:
Set up on carnival lot may not be more than 5 days prior to opening day of Fair, and must be set up and ready to operate 24 hours prior to opening of the event. Equipment can be stored in Back Lot prior to set up, however, no equipment belonging to carnival operation will be allowed to stored in Back Lot more than 14 days prior to opening of Fair.
All equipment belonging to carnival operation must be removed from grounds within 3 days after closing of Fair. If this is not done, 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.
4. Daily hours of Carnival Operation:
The daily hours of operation for the carnival, unless mutually agreed by Fair Management, Local Authorities and Operator will be:

Thursday	11:00 AM-10:00 PM
Friday	11:00 AM-10:00 PM
Saturday	11:00 AM-10:00 PM
Sunday	11:00 AM-10:00 PM
Monday	11:00 AM-7:00 PM
5. Ticket Handling Responsibility:
 - 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

To pay the Fair at the going privilege rate of any gross receipt shortages found.

To dismiss any dishonest employees that the shopping service discovers

6. Electrical power supply, trash, garbage disposal, etc:
 - A. Carnival Operator must supply generators for **ALL** carnival operations. A standby generator is required.
 - B. 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 back up for the Office.

7. Availability of showers, 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 completion of takedown.

 - A. Electricity, if used by Carnival
 - B. Carnival Restroom (to be assigned)
 1. Clean up and repair of Carnival restroom prior to opening of Fair.
 2. 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.
 - C. Daily and final clean up of carnival lot
 1. Contractor will ensure that carnival lots are policed as needed throughout the day with refuse to be deposited in containers. The cost to be charged will be at a rate charged by Waste Management.
 2. Contractor will be responsible for all costs of labor in policing carnival lots, and will provide personnel for final cleanup.
 3. 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.
 4. 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

8. Limitations on Sales/Concessions:

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

 - A. Concessions
 1. Not more than four (5) Food and beverage stands
 2. Carnival may operate one Carnival Cook House in addition to the four food concessions within the boundaries of the Carnival Area.
 3. No selling of beer and alcoholic beverages.
 4. No soft drinks to be served in other than plastic or paper cups.

9. Prohibitions:
 - (1) 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.
10. Local Laws, Ordinances, Permits and Licenses:
 - (1) Contractor will be responsible to assure his/her employees abide by local laws and ordinances.
 - a. No weapons of any kind will be carried on fairgrounds by carnival employees
 - (2) Contractor will obtain necessary permits and business licenses from City of Sacramento and County of Sacramento.
11. Maintenance procedures 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) will exist without attempt to correct the problem within a reasonable period of time. Reasonable time must be defined according to the severity of the condition. Contractor will maintain clean, attractive, brightly lit rides. Contractor will provide ride report maintenance records to Fair Manager upon request.
12. Other General Requirements:
 - a. Contractor's employees, who have regular public contact, shall be attired in clean, uniform clothing.
 - b. Contractor shall arrange the assigned area for carnival operations so as to protect the public from any dangerous conditions.
 - c. Contractor shall establish procedures to ensure reasonable security of all rides, games, concessions, attractions and equipment when not in use so that no attractive nuisance or negligent condition exists.
13. Ticketing 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, games, and shows may not be less than the value of one ticket. Fair may audit ticket money at any time.
14. 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 fairgrounds. This person must be identified to the fair as the contractor's authorized representative.

- a. Contractor shall be responsible for its employees having the training required by Division of Industrial Safety, Department of Industrial Relations.
 - b. During all carnival operating hours, an adequate number of experienced and professional personnel must be on duty.
 - c. 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 all times during scheduled hours of operation.
15. The daily schedule for operation of all proposed rides, games and shows shall ensure, barring major power outages or acts of God, that no more than 5% of the total carnival operation has down-time at any given time during the hours the carnival proposes to be open to the public, except as mutually agreed upon by Fair management and carnival operator. In the event less than 95% of the contractor's proposed rides/fun houses, game concessions, shows and food concession are available for operation, contractor shall pay fair \$500.00 liquidated damages for each day that the contractor's level of operation falls below 95%. Additionally, contractor shall pay \$500.00 per day per ride which is out of operation more than two (2) hours during fair time open hours. No liquidated damages will be assessed the failure to operate is the result of a major power outage or act of God or if such failure to operate is with fair's consent.
16. Contractor shall not:
- a. No commercial exhibits are allowed in carnival area.
 - b. Games:
 - 1. No games of Chance.
 - 2. Games are prohibited if they are such a nature that the operator can readily vary the conditions under which the games are played.
 - 3. Games utilizing foul lines wherein any person or persons involved in the operation of the game are the sole determiners as to whether or not a player has fouled, are prohibited.
 - 4. The price participating in a game must be conspicuously posted.
 - c. Prizes:
 - 1. No cash prizes, repurchase prizes, live ducks, chicks, or other live animals, knives, firearms, or other items that could be used as weapons may be offered as prizes in any game.
 - 2. All prize merchandise must be clearly and conspicuously marked as to requirements for winning said prize.
 - 3. No offering or displaying prizes that glamorize the use of drugs or narcotics reference to such products, including décor mirrors or posters.
 - d. No exhibiting of any of the following:
 - 1. Girl shows
 - 2. Boy shows
 - e. Children under ten (10) years of age shall not be permitted to participate in pitch games unless accompanied by an adult. Signs with this statement must be conspicuously posted at all such games.

- f. The use of “cappers” or “shills” and/or any person posing as patron is prohibited.
- g. No ride operators, or game operators, under the age of sixteen (16) years of age.
- h. Offer of “blow offs” or extra inside attractions with fees or donations are prohibited.

PART IX

FORMS SECTION

Forms in this section are:

- ◆ Notice of Proposed Award
- ◆ Financial Proposal Form
- ◆ Exhibits A, A-1, A-2, A-3
- ◆ Contractor Status Form
- ◆ F-31 Rental Agreement
- ◆ Standard Contracts Terms and Conditions (SCTC) Form
- ◆ FE-13, Insurance Statement

NOTICE OF PROPOSED AWARD
RFP NUMBER 2024-1

DATE

The 52nd District Agricultural Association announces proposed award of their contract for

Carnival to _____ . If no protest is filed

by 5:00 P.M. on _____ award will be final.
(last day of 5 day waiting period)

FINANCIAL PROPOSAL

**FIVE-YEAR CARNIVAL CONTRACT
FOR SACRAMENTO COUNTY FAIR
PERCENTAGE VS GUARANTEE
HIGH-SCORE CARNIVAL**

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 38%) and a flat rate for each food and game concession (not less than \$200. per game concession and \$250 per food concession).

Formula:

The three-year sum total to be paid to the fair, based for each year on the average of past three years reported ride gross multiplied by the offered percentage, plus the rate per concession multiplied by the number of concessions offered will constitute the financial offer. This total will then be converted to points. Proposer with the highest total offer will receive 30 points. All other proposers will receive a proportionate number of points.

SAMPLE: (Percentage offered x average ride gross of past three years) + (amount to be paid per concession x number of concessions) = \$_____ = 2025 offer.

_____ of ride gross
+ _____ \$ per food stand
+ _____ \$ per game concession

Year: 2025
2026
2027
Total Offer

(Proposers total offer divided by highest total offer x 30 = points)

DOCUMENT #1

BIDDER/CONTRACTOR STATUS FORM

RFP 2024-1
Page 1 of 2

Contractor's Name _____ County _____
(full business name)
Address _____ Federal Employer ID # _____
City _____ Zip Code _____
(principal 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 incorporation was authorized to do business in California: _____

CURRENT OFFICERS: President: _____ **Vice President:** _____

Secretary: _____ **Treasurer:** _____

Other Officers: _____

All must answer:

Are you subject to Federal Backup Withholding? _____ Yes _____ No

BIDDER/CONTRACTOR STATUS FORM

RFP 2024-1

Page 2 of 2

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 in reference to this IFB Yes No

If yes, the bidder is required to submit a copy of the OSMB's Small Business Certification Approval Letter with the technical proposal package.

Your small business ID number: _____

Pending Litigation or Hearings

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, number, agency or court where pending and status of litigation or hearing:

44th DAA reserves the right to verify the information provided on this form by the bidder under RFP 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 & Title) (Signature)

(Date)

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