

# 21<sup>ST</sup> DISTRICT AGRICULTURAL ASSOCIATION THE BIG FRESNO FAIR

## CARNIVAL OPERATIONS CONTRACT REQUEST FOR PROPOSAL PACKAGE

(A TWO TIER / HIGH SCORE RFP PACKAGE)

RFP NUMBER #24-001

A THREE-YEAR CONTRACT  
(2024, 2025, 2026)

WITH TWO ONE-YEAR OPTIONS  
(2027, 2028)

**Contact Person:** Christina Estrada, Interim Chief Executive Officer

This person is the only authorized person designated by the DAA to receive communication concerning this RFP. **Please do not attempt to contact any other person concerning this RFP.** Oral communication of DAA officers and employees concerning the RFP shall not be binding on the 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 answered.

**Date Issued:** May 2, 2024

## **PART I DEFINITIONS**

<b><u>BIDDER</u></b>	The individual, company, organization, or business entity submitting the proposal in response to the Request for Proposal.
<b><u>EVALUATION &amp; SELECTION COMMITTEE</u></b>	Hereinafter referred to as "Committee". Committee chosen by the DAA to evaluate and score proposals received.
<b><u>F&amp;E</u></b>	Refers to the Branch of Fairs and Expositions, Department of Food and Agriculture, which is a branch of the agency of the State of California overseeing the activities of district agricultural associations, county, and citrus fruit fairs. F&E is located at:  1220 N Street, Suite 116 Sacramento, CA 95814  Mailing Address:  1220 N Street Sacramento, CA 95814
<b><u>FORMAT</u></b>	Refers to both the arrangement of requested information and statements, as well as the packaging and labeling of the proposal. Failure to use the requested format required for submittal of the proposals will be deemed not responsive. Use of the requested format is the bidders first chance to demonstrate the ability to follow directions.
<b><u>PASSING BIDDER</u></b>	The term " <i>passing bidder</i> " as it is used in this document refers to the bidders who have been awarded at least the minimum number of points by the committee on Tier One, the Technical Portion of the proposal. No bidder's financial proposal will be opened and considered if they have not received sufficient points to be deemed a passing bidder.
<b><u>RFP</u></b>	Request For Proposals
<b><u>RESPONSIVE</u></b>	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".
<b><u>HIGH SCORE</u></b>	A proposal in which a selection committee evaluates and scores or ranks based upon objective criteria stipulated in the RFP.
<b><u>TIER 1</u></b>	The Technical Portion of the Proposal: Document 1. Technical Proposal.
<b><u>TIER 2</u></b>	The Financial Portion of the Proposal: Document 2, Financial Proposal Bid Form.

## PART II GENERAL INFORMATION

### A. REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 21<sup>st</sup> District Agricultural Association, Big Fresno Fair in releasing this RFP intends to award a contract for a period of three (3) years (2024, 2025, 2026) with two (2) one-year (2027, 2028) options for the purpose of providing a high-quality carnival operation during the Big Fresno Fair. Optional years will be exercised independently and at the sole discretion of The Big Fresno Fair.

### B. BIDDER RESPONSIBILITY

Read the documents very carefully, as the 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

Proposals must be physically received prior to the closing time and at the place stated below, in the format specified below and as more particularly described in Part VI, Section B, Failure to submit your proposal in a timely manner shall result in an automatic rejection. Failure to meet any of the below requirements or any of those identified in Part III, Section A, Paragraph 4 may result in a rejection, or a reduction in points during the scoring process. Please see Part III, Section A, Paragraph 4 for more detail regarding automatic and discretionary rejections.

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

Proposal submission shall be considered acknowledgment on the part of the proposer of familiarity with site, facilities, the terms of contract, and any other information necessary for a full awareness of the responsibilities of the successful proposer as outlined in this RFP.

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

- One sealed package containing three (3) copies of the technical proposal and labeled with the bidder's name, the RFP number, and "**Technical Proposal, Tier 1**". (For additional details, see Part VI, B.1).
- One sealed package containing three (3) copies of the financial proposal bid form and labeled "**Financial Proposal Bid Form, Tier 2**" (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, the RFP number, and addressed as follows:
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RFP #24-001 CARNIVAL PROPOSAL  
CHRISTINA ESTRADA, INTERIM CHIEF EXECUTIVE OFFICER  
21<sup>ST</sup> DISTRICT AGRICULTURAL ASSOCIATION  
THE BIG FRESNO FAIR  
1121 S. CHANCE AVE.  
FRESNO, CA 93702

**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 passing responsible bidder who submits the proposal with the highest score as described in Part V, "Evaluation, Selection and Scoring Process". Prior to the DAA awarding a contract, the DAA 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 will be 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. In the event a protest is filed, it is understood the non-prevailing party will be responsible for reasonable attorney fees and costs incurred by The Big Fresno Fair.

**E. TENTATIVE SCHEDULE**

May 03, 2024	RFP Released
May 15, 2024	Proposals due at DAA's Administration Office no later than 2:00 p.m.
May 16, 2024	May Interview, if necessary, to clarify proposals (Interviews are not public; may be recorded)
May 28, 2024	Contract Award
May 28, 2024 - June 3, 2024	"Notice of Proposed Award" posted and mailed
June 4, 2024	Date Award Final – no protests may be filed after this date
Sept 21, 2024	Proposed contract commences

**F. SMALL BUSINESS PREFERENCE**

California Government Code section 14835 *et. seq.* 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.

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 Disabled Veteran Business Enterprise 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 documentation must be submitted 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](mailto: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 5:00 p.m. on 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](mailto: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 DAA 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 DAA unless said operator has submitted required insurance documents to CFSA and has 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

DAA to CFSA well in advance of the DAA'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, provide proof of coverage in the amount of \$5,000,000, and provide 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**

Founded in 1884, The Big Fresno Fair is an annual fair held at the Fresno Fairgrounds and is managed by the 21<sup>st</sup> District Agricultural Association, an entity of the California Department of Food and Agriculture, Division of Fairs & Expositions. It is the largest annual event in the San Joaquin Valley, attracting around 600,000 people each October and features exhibits, a livestock show, live horse racing, musical entertainment, carnival, educational programs and more.

The Big Fresno Fair represents a great bargain on family entertainment. General admission in 2024 will be \$15.00, military/seniors 62 and older and children 6 – 12 years old will be \$8.00 and children 5 and under are free.

Carnival promotions for 2023 included:

1. Carnival Fast Passes- \$15 Mon-Thurs and \$20 Fri-Sun.
2. Up to \$7 off an Unlimited Carnival Ride Wristband when purchased through one of our major sponsors, Savemart and FoodMaxx (Subject to Change).

The Big Fresno Fair dates for the proposed contract period are as follows. All dates are subject to change:

2024	October 2 – 14
2025	October 1 – 13
2026	October 7 – 18

The Big Fresno Fair's attendance for the past 5 years is listed below.

2019	Oct. 2 – 14	632,590	12 Days
2020	Oct. 7 – 18	Cancelled	Due to Covid
2021	Oct. 6 – 17	591,921	12 Days
2022	Oct. 3 – 14	559,394	12 Days
2023	Oct. 4 – 15	513,000	12 Days (unaudited)

The carnival gross from 2023 was approximately \$2,800,000 which includes rides, games, Pay One Price (P.O.P.) and food.

## 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 DAA 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 DAA***, if any, will be made in writing by way of an addendum issued pursuant to paragraph number two, below.

***Clarifications by the DAA***, if issued, will be given by written notice to all parties to whom the DAA had sent notice of the RFP and to persons or entities who have requested to be given notice of any modification or notices.

#### 2. Addenda

If necessary, the DAA 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 DAA, such information was intended to mislead the DAA 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 DAA not to solicit proposals unless there is a bona fide intention to award a contract. However, the DAA reserves the right to reject any or all proposals or to cancel the RFP at any time during the process.

## 6. **BID PROTESTS (Public Contact Code, Section 10341 to 10345)**

### 1. Protest Procedures:

#### a. Standing and Grounds for Protests:

- (1) Protests can be filed only by a Proposer or Bidder submitting a bid or proposal in response to one of the Competitive Bidding Procedures (IFB, RFP or Solicitation).
- (2) All protests will be reviewed and decided on written submissions only.
- (3) Protests must be based only upon one or more of the following grounds:
  - The DAA violated a law or regulation; or
  - The DAA failed to follow the procedures and adhere to requirements set forth in the competitive solicitation or any addendum thereto.

#### b. Jurisdiction for Consideration of Protests: There is no jurisdiction to consider a protest if:

- (1) The DAA rejects all bids or proposals.
- (2) The protestant does not meet the requirements of paragraph 1.a. above.
- (3) The protest was not timely submitted.
- (4) The contract award is for a type of contract not subject to the protest procedures.

#### c. Procedural Requirements for Protests:

A bidder may file a protest challenging the awarding of the contract. The protest must be filed with the Department of General Services (DGS), 707 Third Street, West Sacramento, CA 95605/P.O. Box 989053, West Sacramento, CA 95798, Attention: Legal Office **and** with the DAA. The protest must be received prior to



the expiration of the five working days from the notice of the proposed award being posted. And, in no event, received later than 5:00 PM on the fifth working day after the Notice of Proposed Award was posted in a public place at the DAA's Administrative Office.

**In Addition**, within five (5) working days after filing the protest, the protesting bidder shall file with the DAA and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest.

**PLEASE NOTE:** Failure to file (1) notice of protest by the conclusion of the fifth working day after the notice of intention to award a contract has been posted and, (2) a complete detailed written statement within five calendar days of filing the protest stating grounds for protest will result in the protester's protest being deemed untimely and grounds for protest being waived. Protests shall be limited to the grounds contained in Public Contract Code 10345.

## **B. OTHER INFORMATION**

### **1. Disposition of Proposals**

All materials submitted in response to this RFP would become the property of the DAA. All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process and announcement of "Notice of Proposed Award".

### **2. Confidentiality of Proposals**

The DAA will hold the contents of all proposals in confidence until issuance of the contract; once the contract is executed, no proposal will be treated as confidential.

### **3. Modification or Withdrawal of Proposals**

Any proposal which is received by the DAA before the time and date set for receipt of proposals, may be withdrawn or modified by written request of the bidder. However, 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 like "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. ***The contract awarded pursuant to this RFP will also contain the “Standard Contract Terms and Conditions” (SCTC), F-31 Form which will be incorporated and made a part of the contract.*** All terms and conditions are fixed and non-negotiable.

### A. OPERATIONAL CARNIVAL

Contractor shall provide a fully operational carnival including quality rides, games, and food concessions.

1. Rides: Contractor shall provide the following rides:
  - a. Fourteen (14) Spectacular Rides, such as:  
*An adult roller coaster, giant gondola wheel (minimum 85' tall), Drop Tower, Zipper, etc.*
  - b. Eleven (11) Major Type Rides, such as:  
*Bumper Cars, Deluxe Sizzler, Ferris Wheel, Tilt-a-Whirl, etc.*
  - c. Twenty (20) Kiddie Type Rides, such as:  
*Spinning Apples, Jump Cycles, Baja Buggies, Lady Bugs, etc.*
2. Substitutions: Contractor may provide substitute rides only with written permission of the DAA. A maximum of 15% of the rides may be booked in by outside contractors.
3. Game Concessions: Contractor shall supply a minimum of forty (40) game concessions.
4. Food Concessions: Contractor shall supply a maximum of seven (7) food concessions.
5. Quality: For a multi-year contract, the quality of the carnival is expected to improve, or at a minimum, stay the same.
6. Novelties: Contractor is permitted to locate a maximum of three (3) novelty stands in the carnival area.
7. ATM's: Contractor is permitted to locate a maximum of four (4) ATMs in the carnival area.
8. List of Rides: The contractor shall submit annually, at least 60 days before each Big Fresno Fair, a complete list of rides proposed for that year's fair. Included will be a complete list stating ticket prices and number of coupons charged for each ride and height requirements for each ride proposed. The Big Fresno Fair will inspect and approve the number, type and quality of rides to be provided by the contractor.

The exact number and types of rides shall be approved by The Big Fresno Fair. 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 at The Big Fresno Fair. Contractor shall fully cooperate with The Big Fresno Fair's contracted carnival ride inspectors and work diligently to comply with their recommendations in a timely fashion. No rides will be allowed to open until the carnival ride inspectors have inspected them and cleared them for opening.

All rides and games operated by the contractor shall require a specific number of tickets. Each ticket must have a standard monetary value. The price may not be less than the value of one ticket. The Big Fresno Fair shall have the authority to audit ticket boxes at any time.

9. Transformers: Contractor shall provide transformer trailers for the duration of the carnival RFP contract. A minimum of 1500KW must be produced by Contractor. Contractor must also provide a backup generator in the event of a transformer failure.

## **B. PERFORMANCE OF CONTRACT**

1. All rides, games and concession stands shall be in place and ready to open and operate by 10:00 PM. on the day before the 2024 Big Fresno Fair (similar dates and time for subsequent Big Fresno Fairs) having been inspected and then approved by The Big Fresno Fair's independent ride inspectors.
2. All rides, game concessions, and food concessions shall be 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 DAA \$1,500 per day per ride, game, or food concession 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 DAA's consent.
3. Contractor **shall** ensure that the carnival operation maintains a clean and professional appearance.
4. All signs **shall** be professionally printed and in Spanish as well as English.
5. Contractor **shall** provide promotional programs, which fit into the theme and goals of the fair.

## **C. PROMOTIONS, MARKETING AND SPONSORSHIPS**

1. The contractor shall provide promotional and marketing expertise. The contractor shall work with The Big Fresno Fair in developing a comprehensive promotional and marketing campaign.

2. Contractor will provide an Advance-Sale Carnival Ticket promotion which includes substantial discount on ride and game tickets when purchased in advance of The Big Fresno Fair and a Mid-Week Promotion which includes substantial discounts on all rides and games. Contractor must agree to provide discounted unlimited carnival ride wristband promotion prior to and during fair dates, both online and on-site at third party/retail locations.
3. Contractor and The Big Fresno Fair shall meet at least 120 days in advance of each Big Fresno Fair to develop promotional and marketing campaigns.
4. Carnival promotions are an integral part of The Big Fresno Fair's overall promotions and marketing campaign and when combined with other fair elements, are intended to provide significant savings and perceived value to patrons attending the fair. Contractor's participation and involvement in the development and implementation of these promotions will be reviewed annually and considered in contractor's ability to meet the requirement of the contract.
5. Contractor shall work closely with The Big Fresno Fair in developing and carrying out publicity and carnival promotions designed and specified to increase attendance and revenues.
6. Contractors shall have any sponsorships and/or marketing initiatives they obtain approved by The Big Fresno Fair prior to execution each year. Contractor further agrees to participate in any DAA related sponsorships and/or promotions that directly involve the carnival and/or their subcontractors.
7. The Big Fresno Fair reserves the right to request space within the carnival to be used for fair sponsorships, vendors, etc. Size and location of space to be mutually agreed upon by The Big Fresno Fair and Contractor.

**D. SAFETY**

1. Contractor **shall** perform the carnival operation in a manner which will ensure the safety of DAA's employees and agents; contractor employees, agents, and sub-contractors; and the public. Contractor shall have available for public review its written safety policies and procedures including a policy on its drug testing program for all carnival employees, contractors and sub-contractors associated with the carnival operations and its policy regarding the Americans with Disability Act (ADA).
2. The Big Fresno Fair will employ an independent carnival inspector to perform safety inspections of rides and other related equipment in the Carnival Area. Contractor shall cooperate fully with The Big Fresno Fair's contracted carnival ride inspectors and work diligently to comply with their recommendations in a timely fashion. No rides will be allowed to open until the carnival ride inspectors have inspected them and cleared them for opening.

3. Contractor shall establish procedures to ensure reasonable security of all rides, games, concession stands, and other related equipment and facilities when not in use so that no attractive nuisance or negligent condition exists.
4. 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 Big Fresno Fair property within the Carnival Area) will exist without attempt to correct the problem within a reasonable period. Reasonable time must be defined according to the severity of the condition. Contractor will maintain clean, attractive, brightly lit rides. Contractor will provide ride maintenance and safety reports to The Big Fresno Fair daily. Reports must be submitted to the Administration Office daily by 1:00 PM.
5. Contractor will ensure that the use of the assigned area for carnival operations is arranged to protect the public from dangerous conditions, equipment, and maintenance operations.
6. Contractor will be responsible for employees having training as specified by the Division of Industrial Safety, Department of Industrial Relations.
7. Contractor and his licensees shall furnish evidence to The Big Fresno Fair that each has a current valid permit to operate issued by the California Division of Industrial Safety for all mechanical equipment or devices required in connection with the amusement rides provided by contractor under this contract during the period of the annual Big Fresno Fair.
8. Contractor will require concession stand operators under Contractor's control to abide by Hazard Analysis Critical Control Point (HACCP) requirements.
9. Contractor must provide proof of an excellent safety record with no major accidents or deaths within the last 10 years.

#### **E. CARNIVAL OPERATION**

1. Carnival space available  
DAA **shall** provide contractor with a plot plan showing the space available for carnival operation. Carnival space will not be available other than shown on Plot Plan. The carnival shall be operated in what is termed the "Carnival Area" as described in attached map. Carnival Area is approximately 374,494 square feet.
2. Contractor **shall** arrange the assigned area for carnival operation to protect the public from any dangerous conditions.
3. Contract **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.

4. Carnival set-up and takedown

The contractor **shall** be solely responsible for the assembly, which may begin 11 days prior to the opening day of the Fair. Removal must be completed, including assembly, disassembly, and removal of all rides, games, attractions, and concessions no later than midnight on the Friday following each Big Fresno Fair.

5. Contractor must have been contracted to exclusively provide carnival operations to at least one fair with an attendance of over 500,000 people.

6. Daily hours of carnival operation

The carnival shall be open and fully operational during all 13 days of The Big Fresno Fair. Number of days and hours may vary slightly.

Kiddie Carnival shall open:	Weekdays	12:00 PM
	Weekends	10:00 AM
Closing time:	Sunday – Thursday	11:00 PM
	Friday & Saturday	12:00 AM

Main Carnival shall open:	Weekdays	3:00 PM
	Weekends	10:00 AM
Closing time:	Sunday – Thursday	11:00 PM
	Friday & Saturday	12:00 AM

(Any variances shall be with the approval of DAA Management and Fresno PD only)

DAA Management may, at its discretion, permit the substitution of rides, games, or concessions for those listed in the contractor’s proposal, provided said request is made and approved in writing at least seven (7) days prior to the opening of the Fair. All substitutions must be of at least equal quality, attractive and classified suitable by DAA Management.

7. Ticket handling responsibility and procedures

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

The contractor must have experience with providing and operating an automated ticketing system (aka, “cashless system”, “automated midway ticketing”). The system must allow The Big Fresno Fair management to access online automated reporting.

The DAA uses an on-line ticket system and shall sell Pay One Price pre-sale tickets through the site. A complete accounting of all POP tickets sold on-line shall be made available to Carnival at the conclusion of the fair, prior to settlement.

No credit will be given for any credit card fraud that may occur. Any dollars lost on sales due to credit card fraud will not be deducted from the final amount.

The DAA and contractor will cooperatively develop a Pre-Sale Carnival Ticket Promotion beginning with the 2024 Big Fresno Fair. The Big Fresno Fair will collect all proceeds from the promotion. Payment to the contractor will be made within two (2) days following the end of The Big Fresno Fair. Any retail pre-sale outlets used to sell Pay One Price tickets shall be paid at the non-profit rate. The rate is currently 20% but may be negotiated. Only approved sponsors and qualified non-profit organizations may be used to sell pre-sale tickets.

8. Electrical power supplies, trash/garbage disposal, etc.

Water, sewer, and electricity are available within the Carnival Area on a limited basis. The contractor agrees to provide transformer trailers with a minimum of 1500 KW as well as a backup generator in the event of a transformer failure. Electrical cables shall be placed in such a manner as to provide safe passage of the public in the midway. Uncovered electrical cables shall not cross any public roadways or walkways. Garbage dumpsters will be provided, and The Big Fresno Fair will pay the cost of garbage removal. Contractor will provide all garbage cans and personnel to keep the carnival area clean at all times.

9. Availability of showers, RV parking, etc.

The Big Fresno Fair will provide restrooms (portable restrooms at the contractor's expense) and a shower trailer in the Carnival Area. It is the responsibility of the contractor to keep the restrooms and shower trailer clean. Any damages to the facilities will be billed accordingly to the contractor.

The DAA will endeavor to make space available for the parking of carnival equipment, which is not needed, in the daily operation of the carnival. The DAA has arranged with a neighboring property to use their parking lot, which is adjacent to the carnival lot, as RV parking for the carnival. There is limited parking in this lot and may not always be available. There is very limited space for RVs within the carnival lot.

10. Limitations on sales/concessions

Contractor shall provide a maximum of seven (7) of the latest and most popular food & beverage concession stands to be located in the Carnival Area only. The Big Fresno Fair reserves the right to increase the number of concessions stands provided by the contractor or place additional non-contractor food & beverage concession stands in the Carnival area. Contractor shall not sell beer or other alcoholic beverages.

Contractor shall submit annually, at least 60 days before each Big Fresno Fair, a complete list of food and beverage concessions to be presented at The Big Fresno Fair. Included will be a complete list of food and beverage prices by item, size, and quality. The Big Fresno Fair will inspect and approve the number and type of food and beverage concession stands provided by the contractor. Contractor shall not change any prices, quality or size of food and beverage items without prior notification and written approval of The Big Fresno Fair.

At the discretion of the DAA, and at the request of the DAA or contractor, The Big Fresno Fair reserves the right to permit contractor to substitute concession stands listed in the contractor's proposal.

It shall be contractor's responsibility to notify all food and beverage licensees operating mobile stands under contractor's control of all permits and licenses that may be required by the Fresno County Health Department. All inspection fees shall be collected by the contractor and paid to The Big Fresno Fair prior to the opening day of each Big Fresno Fair.

Contractor will be responsible for all contracted food & beverage concession stand operators to be trained in Hazard Analysis Critical Control Points (HACCP).

The contractor shall ensure that all food & beverage concession stands are kept clean and well maintained.

Contractor shall ensure that all food & beverage concession stands open on time.

Contractor, and any sub-concessionaires contracted by contractor, will be required to use exclusive purveyors at the request of The Big Fresno Fair. For the 2023 Big Fresno Fair the sponsorship for all carbonated beverages and water was Pepsi. The DAA will notify the contractor as to the purveyor agreements on an annual basis, however, it is also the responsibility of the contractor to inquiry annually as to these type of exclusive purveyor agreements that may be in effect for each Big Fresno Fair.

Commercial Exhibits - Contractor is not permitted to sell commercial exhibits or direct sales booths in the Carnival area without approval from The Big Fresno Fair prior to the fair opening.

Novelties - Contractor is permitted to locate a maximum of three (3) novelty stands in the Carnival Area.

11. Authorized Representative of Contractor

Contractor **must** maintain at least one representative who is authorized to act immediately upon any request of DAA at all times that contractor's property is on the fairgrounds. This person must be identified to the DAA as the contractor's authorized representative.

12. 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-going experience 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 or game always has at least one attendant during scheduled hours of operation.



- e. Employees who have regular public contact shall be attired in clean, uniform clothing, with an appropriate name badge during scheduled hours of operation
- f. All staff provided by contractor shall be uniformly dressed in clean (new or like new) show shirts with logos. All shirts must be worn tucked in at the waist. No cutoffs, rag bottoms or rips in material will be allowed.
- g. Contractor will be required to provide the Fair with a list of names, date of births and social security numbers of all carnival employees. This list must be provided no later than two weeks prior to the opening of the carnival on the first day of the Fair. The contractor will provide the Fair with the live scan data background checks that the contractor has performed on all carnival employees within the past 30 days prior to the opening of the Fair.
- h. Contractor shall employ policies and procedures to ensure that all employees, including sub-contractor employees, working in any carnival operation will be drug tested and pre-screened for any criminal record at least 15 days prior to beginning work at The Big Fresno Fair. Only employees, including sub-contractor employees, who pass drug testing and criminal records pre-screening will be allowed to work during The Big Fresno Fair. Drug testing will be performed throughout the duration of the Fair and at no time during The Big Fresno Fair shall an employee or sub-contractor employee be permitted to work in an area or perform any task which may jeopardize public safety or perceived to jeopardize public safety. All information obtained on carnival employees will be shared with DAA management at least 2 days prior to the opening day of the fair.
- i. Contractor's performance during the entire period of the contract shall be subject to the supervision and control of DAA management.

### 13. Prohibitions

- a. Contractor **shall not**:
  - Operate games of chance.
  - Sell or offer as prize any beer or other alcoholic beverages.
  - Sell soft drinks/beverages in anything other than plastic containers.
  - Sell or offer as prize any lighters or other smoking or drug paraphernalia.
  - Offer cash prizes or re-purchase prizes awarded in any game.
  - Offer cash prizes: live ducks, chicks, or other live animals (except goldfish); knives, firearms, laser lights or any items which could be used as a weapon or affiliated with gang activity.
  - No silly string or laser pointers may be sold or used as prizes.
  
  - Operate freak shows or other concessions deemed immoral, illegal, inappropriate, unsafe, or otherwise objectionable by the DAA.
  - Sell commercial exhibit space.
  - Have more than four (4) ATMs on the carnival lot.

Contractor will not be allowed to book any straight sales locations in the Carnival Area. The Big Fresno Fair or its other independent contractors may operate any other activity, including but not limited to motorized transportation, roller chairs, go carts or other transportation devices and other amusements not duplicated by contractor.

14. Inspection and Maintenance

a. Contractor Inspection

Contractor **shall** perform mechanical and ride safety inspection (documented in writing, stating what was inspected, when, by whom, and the findings) immediately upon the completion of one-third and two-thirds of the total anticipated number of hours of operation. The DAA reserves the right to bring in a qualified independent inspector if it determines it is advisable or necessary.

b. Maintenance

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 Big Fresno Fair property within the Carnival Area) will exist without attempt to correct the problem within a reasonable period. Reasonable time shall be defined according to the severity of the condition. Contractor will maintain clean, attractive, brightly lit rides. Contractor shall provide ride maintenance and safety reports to The Big Fresno Fair Administration Office daily by 1:00 PM during the fair.

c. DAA Inspection

The DAA manager, and/or designee, and/or California Fair Service Authority Safety Inspector may perform monitoring and inspection activities.

DAA may elect to perform carnival ride and equipment safety at any time DAA deems appropriate. DAA 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 DAA in its sole discretion, safety inspections will include the inspection of any books and records of the contractor. Any remedial work requested by DAA because 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 DAA 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.

d. 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 DAA property within the defined carnival area) exist.

15. Taxes, 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 during the performance of the contract. All rides, games, and concessions which contractor proposes to operate on DAA's premises **must** be properly licensed and/or permitted prior to carnival operations.

Contractor agrees to pay all lawful licenses, taxes, assessments, or charges which, at any time, may be levied upon any interest in this contract. It is understood that this contract may create a possessory interest subject to the payment of property taxes levied on such interest. Contractor shall be responsible for paying possessory interest tax to Fresno County annually.

16. Miscellaneous fees and costs

The following items are miscellaneous fees or costs to the DAA and will be paid for by or charged to the contractor:

- a. The Big Fresno Fair will contract with independent carnival ride inspectors each year. If it becomes necessary for The Big Fresno Fair's carnival inspectors to inspect the carnival's ride prior to their arrival at The Big Fresno Fair, the expense of the pre-inspections shall be borne solely by the Contractor.
- b. Contractor shall be responsible for reimbursing The Big Fresno Fair for the rental of porta potties for the carnival lot. In the past The Big Fresno Fair has gone out to bid for all fair time porta potties and included the six (6) carnival toilets in the bid.
- c. Contractor shall be responsible for reimbursing The Big Fresno Fair for PG&E charges for the period during The Big Fresno Fair from the carnival lot usage.

17. Carnival Area Layout

At least 30 days prior to the start of each Big Fresno Fair, Contractor shall present a diagram showing the layout and description of all attractions of any kind. Rides, games, and concessions are to be numbered or named in such a manner to assist security, law enforcement, first aid and other emergency services in finding a particular ride and location.

18. Golf Carts

Contractor shall cooperate with The Big Fresno Fair to limit the use of golf carts and other motorized vehicles during the time that the Carnival Area is open to the public. All personal and service vehicles must be removed from the Carnival Area accessible by the public by 10:30 am daily.

19. Special Attractions

The Big Fresno Fair contracts on a regular basis with a very limited number of "special attractions" outside the confines of the Carnival Area. These "special attractions" have included Eurobubble, specialty attractions, and/or bungee rides. Contractor will neither be responsible for nor share in the proceeds of any Big Fresno Fair contracted "special attractions" located outside the Carnival Area.

**F. CUSTOMER SERVICE PROGRAM**

Contractor shall provide and maintain a comprehensive customer service program including, but not limited to, training and orientation for all employees and subcontractor employees regarding carnival operation and matters regarding The Big Fresno Fair. Additionally, contractor will provide rest areas with covered seat areas, benches, and landscaping; customer service trailer staffed with trained personnel; and policy and procedures regarding customer service matters. Contractor shall provide at least one customer service trailer to deal with customer concerns in the carnival lot.

## **PART V EVALUATION, SELECTION, AND SCORING PROCESS**

Each proposal shall be evaluated for responsiveness to the DAA's needs as described in this RFP. This part describes the process the DAA will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used.

During the evaluation and selection process, the Committee may wish to interview a bidder for clarification purposes only. The bidder will not be allowed to ask questions concerning other bidders, but only to respond to clarification questions from the Committee. The bidder cannot change proposals after the time and date designated for receipt.

### **A. EVALUATION AND SECTION PROCESS**

1. Following the deadline for receipt of proposals as stated in Part II, each proposal will be examined to determine if:

- submittal (receipt) was by the deadline time and date; and
- the physical format requirements were met.

***This is not a public review.***

2. Technical proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for:

- review of the technical proposal,
- confirmation the information is presented in the format required by the RFP, and
- all required documentation is included and correct.

Proposals that do not present the information in the format required may be rejected as non-responsive.

***This is not a public review.***

3. The DAA reserves the right to verify any references 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. The DAA also reserves the right to obtain references independent of the those provided in the proposal.

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 Committee may request interviews with the bidder for clarification of proposals following any interviews, the proposals may be re-scored.

***This is not a public review.***

6. The "Financial Proposal Bid Forms" will then be opened and scored and added to each reviewer's points to obtain the total points each reviewer gives to each bidder.

7. 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.
8. Small Business Preference will be added if applicable (see Small Business Preference Information in Part II).
9. The proposed award will be made to the bidder with the highest final score.
10. 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.
11. 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.

**MAXIMUM SCORE**

**1. Financial Offer 30**

Carnival

- As described on attached financial offer form. Proposals will not be accepted which provide for the first year of the contract to be less than \$1,550,000.

**2. Quality and quantity of rides, games and other concessions 15**

- Provide descriptions and/or photographs of rides, games, and concessions.
- Provide completed Exhibits A, A-1, A-2, and A-3 listing rides, games, concessions, and equipment proposed for this fair.

**3. Current operation/management philosophies and policies 5**

- Provide a copy of the 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, and concession pricing policies, etc.

**4. Promotions 10**

*(i.e., advance ticket sales, pay one price day, discount rides on kids' day)*

- List and describe promotions that the carnival operator will provide for each year of the contract.

**5. Past experience and previous performance for the last two years 15**

Compliance (8)

- Provide three (3) contract compliance letters from fairs or festivals for which proposer has provided a carnival during the last two (2) years. Letters must address the following:
  - \* If all rides, games, and concessions provided by the contractor were opened on time daily. If not, why?
  - \* Frequency of which rides, games, and/or concessions were inoperable or not operating. If not operational, why?
  - \* Overall appearance of the rides, games, concession stands, carnival lot, employees, etc.

- \* Cause, resolution, and prevention of any significant incidents involving carnival personnel or the public.
- \* Proper posting of informational signage.
- \* Demonstrated ability related to customer satisfaction and comfort.
- \* Promotions or marketing programs implemented by proposer including the results of the implemented programs.
- \* Timely payments of funds.

Financial Dealings (7)

- Three (3) financial reference letters from three financial references (banks, credit organizations, ride manufacturers, major suppliers, etc.) which the proposer has done business with during the last two years. Letters must speak to Contractor's ability to meet financial obligations to said financial institutions completely and in a timely manner.
- Provide statement indicating whether you have any outstanding financial obligations to any fairs

**6. Safety** **25**

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Significant Loss History/Loss Runs (15)

- Submit a current General Liability claims summary or loss run (dated within 60 days prior to proposal deadline) on official form from the insurance carrier, underwriter, or broker, **showing all losses more than \$50,000 incurred by carnival during the last two years.** This claims summary must be accompanied by a cover letter from the insurance carrier, underwriter, or broker (dated within 60 days prior to proposal deadline) specifying the carrier(s), policy number(s), policy term(s), named insureds, and the total number of claims listed on the claims summary. Where appropriate, include a separate discussion of any corrective actions taken following a loss (list date, location, and description of each loss or fatality discussed).

Current Safety Policies and Procedures (10)

- Describe carnival's current safety policies and procedures. Provide a copy of carnival's safety handbook and any other safety related documents that are provided to carnival employees. Describe carnival's employee safety training program.
- Describe crisis response and management plan, how employees respond to an emergency, and how management assists in investigation, deals with the press, follows-up incidences and initiates preventative measures to ensure no future reoccurrence of emergency.



## **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 in Part II.

#### **1. "Technical Proposal"**

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

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

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

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

Table of Contents:

- One (1) completed “Declaration of Carnival Operator” form.
- One (1) completed (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:

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 subcontractors 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
- “Financial Proposal Bid” Form
- Bidder/Contractor Status Form
- Technical Bid Form
- Pending Litigation Statement
- Exhibit A, “Adult Rides”
- Exhibit A-1, “Kiddie Rides”
- Exhibit A-2, “Game and Food Concessions”
- Exhibit A-3, “Other Equipment to be Provided”

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

- “Subcontractor’s Certification” form

### **FORM TO BE COMPLETED BY DAA**

- “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’s Insurance Requirements
- Map

### DECLARATION OF CARNIVAL OPERATOR

I am the owner, partner, officer or director of \_\_\_\_\_  
"carnival operator". The carnival operator does business under the following name:

\_\_\_\_\_ 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, game concessions, and food concessions supplied by the carnival operator prior to operating said rides/fun houses, game concessions, and food concessions at the fair.

I understand that it is my responsibility to ensure that (1) 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**  
**(Page 1 of 2)**

Contractors 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 corporation was authorized to do business in California: \_\_\_\_\_

**CURRENT OFFICERS:**

President: \_\_\_\_\_ Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Other Officers: \_\_\_\_\_

**BIDDER/CONTRACTOR STATUS FORM**  
**(Page 2 of 2)**

**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 in reference to this RFP?  Yes  No

If yes, the bidder must submit OSDS's Small Business Certification Approval Letter; or if claiming the preference as a non-small business subcontracting with SB/MB(s), list the small business subcontractors. Also include the sub-contractor's certification or indicate if applications(s) are on file.

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, 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 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)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

**TECHNICAL BID FORM**

BIDDER'S NAME:

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DAA:

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The undersigned declares under penalty under the laws of the State of California that the matters set forth in this "Technical Bid Form" and all attachments thereto and enclosures therewith, if any, are true.

The undersigned hereby bids and agrees to furnish all equipment, apparatus, labor, supplies, and other facilities and incidentals necessary and/or required to perform all work required for the above-named DAA in the manner and time prescribed in the RFP and such addenda thereto as may be issued prior to bid opening date (please complete acknowledgements of receipts below) and all other contract documents as defined in the Standard Agreement. Bidder hereby acknowledges receipt of all Addenda to this Request for Proposal by completing the following:

Addenda No. _____	Bidder's initials _____	Received and acknowledged
Addenda No. _____	Bidder's initials _____	Received and acknowledged
Addenda No. _____	Bidder's initials _____	Received and acknowledged

Each "Technical Bid Form" submitted shall include the items below:

1. All attachments appropriately numbered
2. Other



**PENDING LITIGATION STATEMENT**

**For the purpose of this statement “Pending Litigation” shall be defined as any lawsuit that has not been decided or settled or is awaiting conclusion or confirmation.**

**By signing the “Technical Bid Form”, Bidder declares under penalty of perjury under the laws of the State of California that no civil or criminal litigation is currently pending against the organization, owners, officers, or employees of Bidder except:**

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**FINANCIAL PROPOSAL BID FORM**  
**CARNIVAL – HIGH SCORE**  
**FLAT DOLLAR OFFER**  
**(Page 1 of 2)**

**INFORMATION:**

Money offers will be accepted based on the contractor paying the DAA a flat dollar amount per year. The total sum to be paid to the DAA per year shall not be less than \$1,550,000.

**FORMULA:**

Total amount to be paid to the DAA based on the flat dollar amount offered per year will constitute the financial offer. This total offer for three years will then be converted to points. Bidder with the highest total offer will receive 30 points. All other bidders will receive a proportionate number of points.

Example:

+ 2024 Carnival offer  
+ 2025 Carnival offer  
+ 2026 Carnival offer

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=Total Financial Offer

(Bidders total offer divided by highest total offer) x 30 = points.

**CARNIVAL PROPOSAL:**

Bidder offers to pay the following to the DAA:

<b>Year</b>	<b>Amount</b>
<b>2024:</b>	\$ _____
<b>2025:</b>	\$ _____
<b>2026:</b>	\$ _____

**NOTE: Optional years shall be negotiated when granted.**

**FINANCIAL PROPOSAL BID FORM**  
**CARNIVAL – HIGH SCORE**  
**FLAT DOLLAR OFFER**  
**(Page 2 of 2)**

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 DAA that bidder has thoroughly familiarized himself/herself with the DAA 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 DAA in any manner.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

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

1. **National Labor Relations Board (PCC Section 10296)** Contractor, by signing this contract, does swear under penalty of perjury that no more than on final unappealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board(Public Contract Code Section 10296).
2. **Resolution of Contract Disputes (PCC Section 10240.5, 10381)** If, during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing , and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.
3. **Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor by signing this contract hereby certifies, unless specifically exempted, compliance with Gov. Code 12990 (a-f) and CA Code of Regulations, Title 2, Div. 4, Ch. 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
4. **Amendment (GC 11010.5)** Contract modification, when allowable, may be made by formal amendment only.
5. **Assignment** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
6. **Termination** The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
7. **Governing Law** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
8. **Conflict of Interest (PCC 10410, 10411, 10420)** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contracted immediately for clarification.



Current State Employees (PCC 10410):

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

Former State Employees (PCC 10411):

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

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

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

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

## INSURANCE REQUIREMENTS

(revised effective January 1, 2023)

### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
  1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
  2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
  3. Coverages:
    - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,

Bareback, Saddle Bronc, or Mutton Busting; **\$2,000,000 per occurrence for the following:** Concerts: 2,000 and more attendees; Extreme Attractions\*: All Types, including but not limited to bungee attractions, ejection seats, sky scrapers, Trampoline Things/quad jumpers, zip line or similar attractions requiring a Cal/OSHA permit to operate; Fair time Kiddie Carnival Rides: Up to 6 kiddie rides (includes book-in rides); Interim Carnival Rides; Extreme Attractions; Law Enforcement: All types, including but not limited to city police, county sheriff, California Highway Patrol, county probation, California Department of Corrections, state or federal military. Mutual indemnification in the contract may substitute for coverage with written approval from CFSA. Mechanical Bulls; Motorized Events: Car jumping contests/demonstrations of hydraulic modifications to automobiles; Rave Type Events: Any dance or concert which extends beyond midnight; Rodeo Events: All Types without a paid gate and with any Rough Stock Events such as Bull Riding, Bareback, Saddle Bronc, or Mutton Busting; Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events but including barrel racing, penning, and roping; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

• For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

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

OR

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

OR

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

OR

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

## **II. General Provisions**

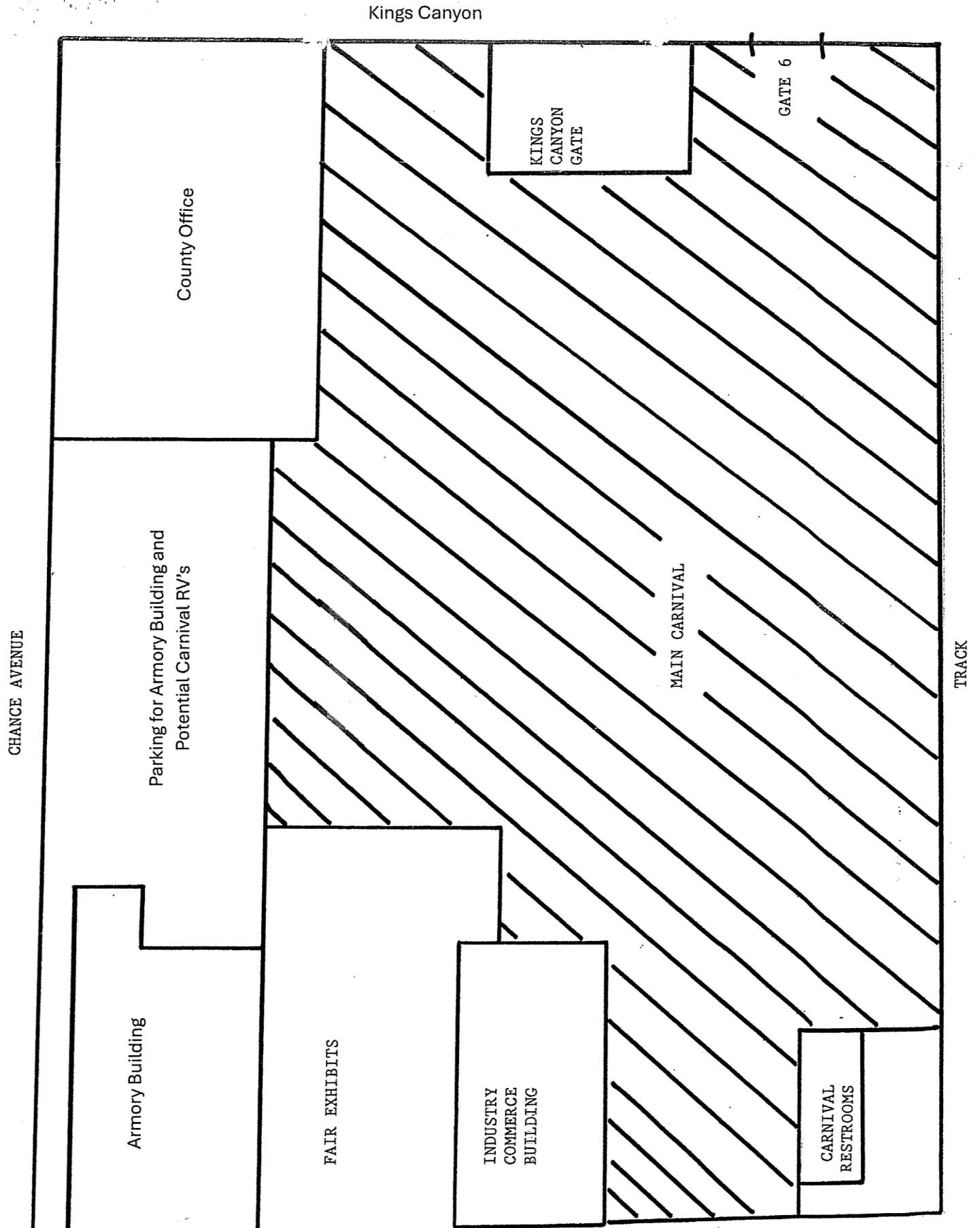
1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this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

shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

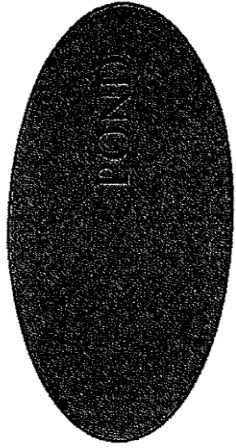
4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fair time Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

### **III. Participant Waivers**

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

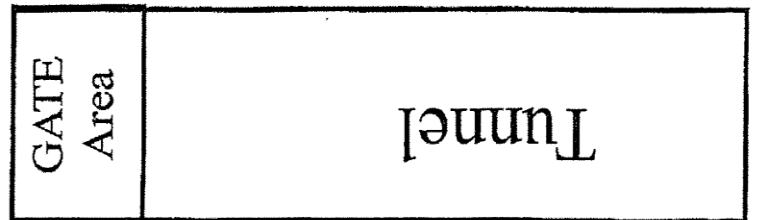


Kiddie Land



Driveway

Gate to  
Track



Hedge & Track