



# **37<sup>th</sup> District Agricultural Association**

(AKA 37<sup>th</sup> DAA)

## *Request for Proposal Package*

### **Master Concessionaire of Food and Beverage (including Alcohol) for Santa Maria Fairpark**

**For the RFP and the awarded contract, the Service provider will be identified and designated as Master Concessionaire.**

**RFP #: 03 – 2025**

**Released: January 30, 2025**

**Sealed bids must be received no later than 5:00PM,  
Tuesday, February 25, 2025**

**Master Concessionaire for Santa Maria Fairpark  
RFP#: 03 - 2025**

**All questions related to this Request for Proposal must be directed to:**

Caitlin Miller  
Chief Executive Officer  
Santa Maria Fairpark  
[ceo@santamariafairpark.com](mailto:ceo@santamariafairpark.com)

This person is the only authorized person designated by the 37<sup>th</sup> DAA to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Oral communications of 37<sup>th</sup> DAA, officers and employees concerning the RFP shall not be binding on the 37<sup>th</sup> 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.

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- Exhibit A – Santa Maria Fair Park Map
- Exhibit B – CFSA Insurance Requirements and Master Insurance information.

## PART I

### DEFINITIONS

<b>BIDDER/PROPOSER:</b>	The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
<b>CONTRACTOR:</b>	Refers to the Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably.
<b>DGS:</b>	Refers to the "Department of General Services", State of California, located at: 707 Third Street, 7 <sup>th</sup> Floor West Sacramento, CA 95605 Attention: Office of Legal Services
<b>ASSOCIATION:</b>	Refers to the 37th District Agricultural Association (Santa Maria Fairpark) which is an agency of the State of California within the Division of Fairs & Expositions under the Department of Food & Agriculture. The Association is located at: 937 South Thornburg Street Santa Maria, CA 93458
<b>37<sup>th</sup> DAA or DAA:</b>	Refers to the 37th District Agricultural Association (Santa Maria Fairpark) which is an agency of the State of California within the Division of Fairs & Expositions under the Department of Food & Agriculture.
<b>FAIR:</b>	Refers to the Santa Maria Fairpark
<b>F &amp; E:</b>	Refers to the Division of Fairs & Expositions, Department of Food and Agriculture, 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
<b>QUALIFIED:</b>	The term "qualified" as it is used in this document refers to the bidders who are awarded at least the minimum number of points by the Evaluation and Selection Committee on 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 qualified bidder.
<b>RFP:</b>	Request For Proposal.
<b>RESPONSIVE:</b>	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 37th District Agricultural Association in releasing this RFP intends to award a contract for a period of five (5) years, 2025-2029 plus two (2) one (1) year options, 2030 and 2031 for the services of a Master Concessionaire of food and beverage services (including but not limited to alcohol, food concessions and catering). The Master Concessionaire to provide food and beverages services, current liquor licensing as required by the State, catering, approved food and beverage stands (temporary and mobile), approved permanent locations and approved permanent kitchen/food service facilities for public and private events taking place at Santa Maria Fairpark on a year-round basis, including the annual Santa Maria Valley Strawberry Festival and Santa Barbara County Fair.

For reference, there shall be events produced or arranged for by the Association that are excluded from this agreement. The Association will notify the Master Concessionaire of those that qualify. It is anticipated that approximately 14 events each year will fall into this category of exclusion. In addition, the Association reserves the right to produce or arrange for a specialty Wine Garden Operator during Santa Barbara County Fair and/or Santa Maria Valley Strawberry Festival.

Information on the overall scope, the required proposal content and selection process is in this RFP and the entire contents of this RFP will become an integral part of the final agreement, unless otherwise noted.

### **B. BIDDER RESPONSIBILITY**

Bidders are urged to read the documents very carefully as the Fair shall not be responsible for errors and omissions on the part of the bidder. Carefully review the final submittal as reviewers will not make interpretations or correct detected errors in calculations.

#### **1. QUESTIONS**

All questions concerning this Request for Proposal should be emailed to CEO, Caitlin Miller [ceo@santamariafairpark.com](mailto:ceo@santamariafairpark.com). Email is preferred for communication. Verbal responses to any inquiry cannot be relied upon and are not binding on either party.

All questions and answers will be shared with all interested bidders who attend a pre-scheduled site visit. Only questions concerning the technical requirements of this RFP will be answered. The Association will seek to be as open and transparent with all potential service providers throughout the RFP process.

### **C. DELIVERY OF PROPOSALS**

- 1. Proposals must be physically received prior to the closing times and at the place stated below. Failure to meet these requirements will result in an unaccepted proposal.**

2. Proposals must meet the following format requirements to be deemed responsive for consideration.
  - **One sealed package containing** one (1) original and four (4) identical and numbered copies (all pages) of the Technical Proposal and labeled with the bidder's name, vendor(s) name, the RFP number, and "Technical Proposal".
  - **One sealed package containing** one (1) original and four (4) identical and numbered copies of the Financial Proposal Bid Form and labeled "Financial Proposal Bid Form".
  - One (1) original and four (4) identical and numbered copies of the Bidder/Contractor Status Form (these are to be included in the technical proposal).
  - One (1) original and four (4) identical and numbered copies (all pages) of all other documents and forms required (these are to be included in the technical proposal).
3. **All sealed packages and other requirements must be placed in a third sealed package with the bidder's name on the outside, the RFP number, and addressed as follows:**

RESPONSE TO RFP

**RFP # 03-2025**

**Master Concessionaire for Santa Maria Fairpark**

**Caitlin Miller, Chief Executive Officer**

**37<sup>th</sup> District Agricultural Association**

**937 South Thornburg**

**Santa Maria, CA 93458**

- a. Proposals shall be submitted by hand delivery or by other courier service with proof of delivery. If a courier service is utilized, it is highly recommended to plan for delivery three days or more before the deadline. The Administration building is open Monday-Friday from 9AM-5PM. Facsimile, mailed document, or email transmission **will not be accepted.**
- b. All Proposals must be submitted on 8.5" x 11" paper in vertically bound, with tabbed section headings clearly labeled in the format described in this RFP. Larger paper (11" x 17" preferred) is permissible only for plans, charts, spreadsheets and other exhibits.
- c. Each page is to be numbered at the bottom, starting with the number 1; and all narrative portions of the proposal should be typed. Any narrative portion of the proposal that cannot be read due to poor handwriting will not be scored.
- d. Proposals shall not exceed 30 pages (excluding supplemental attachments). Proposals should be printed single sided and use a font size no smaller than 10 pt.
- e. All timely proposals will be binding for 90 days from submittal or until an agreement is awarded, whichever is earlier. By submitting a proposal, the Proposer agrees to be bound thereby if its Proposal is accepted by the Association.

- f. All proposals must have original signatures, and be **physically** submitted to the Fair's Administration Office, no later than **Tuesday, February 25, 2025, at 5:00PM**. Proposals may be submitted in person or by courier service with proof, prior to the due date. 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.
- g. **INTERVIEW:** Qualified Bidders will be invited to participate in a mandatory in-person presentation and interview. Interviews will be scheduled **Thursday, February 27, 2025**

#### **D. CONTRACT AWARD**

If a contract is awarded, it shall be granted to the responsible bidder who obtains the highest score as described in Part V "Evaluation Selection and Scoring Process". Prior to the Board of Directors awarding a contract, the Fair shall post a "Notice of Proposed Award" at the Administration Office for five (5) working days. In addition, a copy of the notice will be mailed and emailed to each bidder.

A contract award is not final until:

- the time for posting Notice of Award has expired and/or protests filed, if any, have been withdrawn or rejected by the Department of General Services.

#### **E. TENTATIVE SCHEDULE**

RFP Released	Thursday, January 30, 2025
Site Visit <b>(By Appointment ONLY)</b>	Wednesday, February 19, 2025
<b>Proposals Deadline 5:00 PM</b>	<b>Tuesday, February 25, 2025</b>
Proposal Scoring and in person Oral Presentations and interviews	Thursday, February 27, 2025
Post/mail "Notice of Proposed Award"	Friday, February 28, 2025
Protest Deadline 5:00 PM	Friday, March 7, 2025
Proposed Contract Commences	Monday, March 10, 2025

#### **Reminder: In Person Oral Presentation and interview**

Qualified Bidders will be invited to participate in a mandatory in-person oral presentation and interview. These will be scheduled for February 27, 2025.  
The anticipated start time is 1: 30 PM.

## F. SMALL BUSINESS PREFERENCE

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

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

### Certification Application

To apply, access our online Small Business Certification Application (STD. 813), or to receive your hard-copy form by mail, e-mail [osdchelp@dgs.ca.gov](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 5:00PM of the bid due date. Your certification effective date will be the date the application is properly received and deemed **complete** by the OSDS. Incomplete application submittals will delay your certification status and may result in the loss of your 5% 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 this RFP. Failure to comply will deem the bidder non-responsive. The Fair reserves the right to verify the information on the "Bidder/Contractor Status Form" at the time of the bid. If the bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

## H. HISTORY AND GENERAL BACKGROUND INFORMATION AND STATISTICS

(Provided to assist bidder in responding)

The 37<sup>th</sup> District Agricultural Association, Santa Maria Fairpark is the home of the Santa Barbara County Fair held in July of each year in Santa Maria, California and the Santa Maria Valley Strawberry Festival held April of each year. The 37th D.A.A., commonly known as the Santa Barbara County Fair, is an agency of the State of California, within the Department of Food and Agriculture. The 37th D.A.A. property is located adjacent to the City of Santa Maria.

The City of Santa Maria population is approximately 110,000. The 37th D.A.A. property consists of 33 acres. The Santa Maria Fairpark is a year-round multi-use facility, hosting a variety of events, from private parties to car shows and concerts.

This contract is intended to provide the service of a Master Concessionaire to the Santa Maria Fairpark for the annual Santa Maria Valley Strawberry Festival, annual Santa Barbara County Fair, and the majority of public and private events on a year-round basis requiring food, beverage (including alcohol).

For reference, there shall be events produced or arranged for by the Association that are excluded from this agreement. The Association will notify the Master Concessionaire of those that qualify. It is anticipated that approximately 14 events each year will fall into this category.

### **37<sup>th</sup> DAA Vision Statement**

***“To preserve and enhance the premier regional exposition facility located in the Santa Maria Valley, while producing the very best in fair and event experiences.”***

### **37<sup>th</sup> DAA Mission Statement**

***“To create extraordinary opportunities in showcasing our unique communities.”***

## **1. Goals of the Association and the resulting Master Concessionaire Operator**

The primary goal is for the Food and Beverage program is to be operated in a professional manner adhering to food safety measures, unique and diverse product offerings as well as being responsible for liquor and environmental health laws while analyzing and improving upon the type of product and our relationship with the Fair community.

It is our desire to maximize sales, taking into account the type of events scheduled at the Fairpark and products that will satisfy consumers and expand sales to the fullest capability for the benefit of all concessionaires, our partners, the DAA and the enjoyment of the public. We understand the need for price responsibility as well.

An additional goal of the DAA is to have the contractor assist in maintaining and upgrading the quality of patron and participant facilities in mutually beneficial Capital Improvement Projects.

Customer Service, Extraordinary Experiences, and Safety measures for patrons and participants are primary important elements of our programs and facilities and the DAA will work with the successful proposer to identify and share in support of improvements.

Additionally, the Association is interested in creating unique, mutually beneficial business partnerships with the Master Concessionaire and others that provides for growth, relevance and improved financial performance of the County Fair, the Strawberry Festival, and year-round usage of the facility.



## 2. Statistics

Dates for 2025 Santa Maria Valley Strawberry Festival: April 25 – April 27. Similar Dates for 2026 – 2031. (Dates may shift slightly in the future dependent upon the farming production and harvest schedules for strawberries).

Past Three Years' Attendance Numbers for the Festival:

2022	37,471
2023	32,793
2024	22,828

Dates for 2025 Santa Barbara County Fair July 9 – 13. Similar Dates for 2026 – 2031.

Past Three Years' Attendance Numbers for the County Fair:

2022	65,242
2023	74,605
2024	65,039

Total number of temporary/mobile food stands that operated on the grounds in 2024 for:

The Santa Barbara County Fair – 33 stands  
The Santa Maria Valley Strawberry Festival 21- stands.

Strawberry Festival Gross Beer & Alcohol Sales:

2022	\$113,855.35
2023	\$96,736.00
2024	\$79,370.03

Fair Gross Beer & Alcohol Sales:

2022	\$180,058.84
2023	\$207,405.17
2024	\$246,170.25

## 3. Events beyond the County Fair and Strawberry Festival

In addition to the Santa Maria Valley Strawberry Festival and the Santa Barbara County Fair, there are on average thirty-seven (37) private and public events that require food and alcohol services throughout the year. There are an additional 10 events requiring food only. Many smaller events (100 people or less) will desire box lunches or similar catering services. It is anticipated that the NON-Fair rental program will grow and expand, resulting in additional events requiring these services.

**Note: There are dates throughout the year when there are multiple events on the same day requiring food, beverage and/or alcohol service.**

#### **4. Buildings and Facilities**

Fairpark includes a convention center building, a large arena grandstand (with a capacity for up to 5,000 seating), six barns, large grass areas, two large buildings with commercial kitchens, and a third large building with no kitchen facilities.

**The following kitchen facilities are outlined as indoor usage for Fair/Festival/NON-Fair and available as determined by the Association for the Contractor.**

**The Contractor will have Non-Exclusive access to all commercial kitchen facilities with primary access to the Fountain Pavilion building. A specific “use amendment” that addresses details about the use of any of these facilities and is not outlined in the RFP will be provided after a successful bidder is selected. It is anticipated that most if not all kitchens will be available to the Contractor during the County Fair, Strawberry Festival and major non-fair events on property.**

##### **a. The Park Plaza Building**

Building square footage 12,600 sq ft

Commercial Kitchen Square footage 536 sq ft

Operating equipment within the Park Plaza Kitchen:

One (1) - 3 compartments sink w/garbage disposal,

Two (2) commercial refrigerators,

Three (3) prep tables,

One (1) commercial range/stove w/ 4 burners and a 6'x2' griddle,

Three (3) standard ovens,

Electrical on walls -Six (6) standard 120-volt wall outlets,

One (1) small storage closet,

Access through the door from kitchen to building inside,

Access to Kitchen from outside as well,

BBQ area directly outside of the kitchen on asphalt.

##### **b. The Fountain Pavilion Building**

Building square footage 6,984 sq ft

Commercial Kitchen Square footage 391 sq ft

Operating equipment within the Fountain Pavilion Building Kitchen:

One (1) commercial range/stove w/ 2 burners and a 2'x1'9" griddle,

One (1) oven,

Prep area 200 sqft with 3 prep tables,

One (1) 3 compartment sink,

One (1) commercial pie refrigerator,

One (1) ice machine,

One (1) cooler,

Five (5) standard 120-volt wall outlets,

One (1) walk in cooler 75 sq feet,

One (1) bar serving counter 20' facing the general room,

Outdoor BBQ Area available,

Some storage.

### c. The Convention Center Building

No Kitchen Facilities but close to two other kitchens.

The building is 14,175 square feet and is 105'x145' feet in diameter.

The ceiling height is up to 23 feet.

Capacities: standing is up to 2000, theater seating up to 1200 and banquet seating up to 800.

### d. Amory Building

Not currently a public building.

Operation Equipment within the Amory Kitchen:

Kitchen square footage 189 sq ft,

One (1) commercial stove w/6 burners

One (1) oven,

One (1) 3 compartment sink,

Operating sewer.

## I. INSURANCE AND OTHER STANDARD REQUIREMENTS

The bidder awarded the contract shall provide a signed original Certificate of Insurance in the following amounts: \$1,000,000.00 (liquor liability, products and completed operations) and commercial liability coverage), NONE in automobile liability insurance per occurrence for bodily injury and property damage liability combined prior to the time of entering into a contract to be let pursuant to this RFP.

The certificate must include the following, unless the bidder is on the Division's or CFSA's Master Insurance Certificate List

- \* evidence of authorized insurance for the term of the contract, including set-up and tear-down days,
- \* a thirty (30) day cancellation notice,
- \* the Fair's name and address shown as the certificate holder,
- \* the additional insured language *exactly* as stated below.

**"The State of California, the 37th District Agricultural Association, their directors, officers, agents, servants, and employees, are made additional insured, but only insofar as the operations under this contract are concerned."**

The contractor shall provide evidence of Workers' Compensation coverage.

Contractor will maintain a crime insurance policy with a limit of \$1 million per occurrence.

The contractor shall provide and keep current evidence of insurance for the terms of the agreement in accordance with the Form FE-13, Insurance Statement (Part IX, Forms). The minimum amount of commercial general liability, workers' compensation coverage, automobile liability and liquor liability coverage shall be no less than \$1,000,000. The Contractor shall also provide evidence of insurance for motor vehicles, mobile units, personal property and equipment, inventory, business interruption and other such coverage.

Concessionaire must meet and maintain all Federal, State, Local, Fire and Health Department rules, regulations and codes always. This includes Alcohol Beverage Control, Workers Compensation and CDTFA.

All employees of the Concessionaire: It is mutually agreed that all employees will agree to a Drug Free work environment. Concessionaire shall comply with the Drug Free Workplace Certificate, Senate Bill Number 1120, addition to Chapter 5.5 (commencing with Section 8350) to Division 1 of Title 2 of the Government Code.

The Contractor shall be responsible for all laws concerning Work Permits and Megan's Law screening. The Association may at its discretion require Megan's Law screening for the Contractor including all workforce, contractors and sub-contractors.

## **CRIME INSURANCE**

Contractor will maintain a crime insurance policy with a limit of \$1 million per occurrence.

## **CANCELLATION OF CONTRACT**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

## **NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, 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. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a 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.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**ADA**

Contractor will assure Association that it complies with the Americans with Disabilities Act ("ADA") of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. The contractor further agrees that it will continue to comply with the ADA during the performance of this agreement.

**PART III  
RULES GOVERNING COMPETITION  
AND TECHNICAL EVALUATION**

**A. RFP REQUIREMENTS AND CONDITIONS**

**1. Errors**

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

**2. Addenda**

If necessary, the Fair will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum to all parties who have been furnished notice of the RFP for bidding purposes. All bidders should inquire from the contact person listed on the cover sheet whether any additional 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 proposals as stated in Part II, paragraphs C and E.
- It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP.
- The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.
- The proposal is missing the required signatures.

- 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 State, 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).
- It is unsigned.

## 5. **Right to Reject Any or All Proposals**

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

## 6. **Protests**

A bidder may file a protest against the awarding of the contract. The protest must be filed with the Department of General Services (DGS), 707 Third Street, 7<sup>th</sup> Floor, Sacramento, California 95605, Attention: Office of Legal Services and with the 37th District Agricultural Association. The protest shall be filed prior to the expiration of five working days from notice of the proposed award being posted and, in no event, later than 5:00 PM on the fifth working day after notice of proposed award was posted in a public place at the Fair's Administration Office.

**IN ADDITION**, within five (5) working days after the filing of the protest, the protesting bidder shall file with the Fair and Department of General Services Legal Office a fully detailed and complete written statement specifying the grounds for the protest.

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

## B. **OTHER INFORMATION**

### 1. **Disposition Of Proposals**

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

## **2. Confidentiality of Proposals**

The Fair will hold the contents of all proposals in confidence until issuance of the Notice of the Proposed Award; once issued and posted, no proposal will be treated as confidential. However, if a bidder maintains that certain information is proprietary, all proprietary or other legally protected material must be identified at the time of submitting the proposal to retain the claim of confidentiality.

The materials may be used by the Fair to justify the awarding, or not awarding, of a contract if a protest is filed. The Fair will not be liable for inadvertently releasing confidential materials although the Fair will use the best efforts to prevent the release of said material.

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

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

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



## **PART IV**

### **SCOPE OF WORK, REQUIREMENTS, TERMS, AND CONDITIONS**

This part describes the work to be performed by the proposer who is awarded this contract and contains terms and conditions that 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 Terms and Conditions that will be incorporated and made a part of the contract, all terms and conditions are fixed and non-negotiable.

Many of The Terms and Conditions listed below are in addition to those contained in the F-31 Rental Agreement that will be awarded to the successful bidder.

The Association desires an independent contractor who will provide outstanding food and beverages, service, and actively assist the management in their marketing efforts.

The Contractor is to be the Master Concessionaire for the Santa Maria Fairpark on a year-round basis for all public and private events requiring food sales, non-alcoholic beverage sales, catering services and alcohol sales (beer, wine, distilled and specialty products) services, including the Santa Maria Valley Strawberry Festival and the Santa Barbara County Fair for 2025, 2026, 2027, 2028 and 2029 with the options for 2030 and 2031. At the conclusion of the five (5) year period, the DAA, at its sole discretion, may extend this contract for up to two (2) additional years, upon terms satisfactory to the DAA and Contractor.

Bidder must be prepared to begin operation within seven (7) calendar days upon notification of being selected the Master Concessionaire. Some transition of releasing any existing ABC Liquor License delegation may come into effect before newly awarded contractor is provided that delegation by the ABC. It is anticipated to take no more than 30 days from notification of being selected for that ABC release to take place.

#### **A. GENERAL OVERVIEW OF SERVICES ANTICIPATED**

##### **1. YEAR-ROUND PUBLIC AND PRIVATE EVENTS (NON-FAIRTIME)**

The Association hosts nearly 70 public and private events each year, the majority taking place on the weekends. Attendance at these events varies. The Contractor will provide food and beverage services including all alcohol during most of these events.

Food and Non-Alcoholic beverage services will include concession sales (mobile and non-mobile) at most public events provided by Contractor.

Catering needs will also be available for Contractors' services.

##### **2. THE ANNUAL COUNTY FAIR AND STRAWBERRY FESTIVAL**

The Contractor shall have exclusive rights to all Alcohol Sales during the County Fair and the Strawberry Festival, provide catering services and Non-Exclusive Food and beverage concession operations (mobile and non-mobile).

**B. ALCOHOL: ANTICIPATED AND “REQUIRED”, ALCOHOL SALES LOCATIONS OR SERVICES FOR THE ANNUAL COUNTY FAIR AND THE ANNUAL STRAWBERRY FESTIVAL**

During the annual five (5) day County Fair, the following “minimum” alcohol sales location requirements apply:

1. Three (3) Bar type locations on grounds (vary by size) for five days.
2. One (1) or two (2) Bar in auction barn of the Livestock area for two days (high usage)
3. One (1) Large Bar in Arena Grandstand for five days
4. Two (2) additional cart type bars (or larger) in the Grandstand Arena for two (2) days
5. One (1) small Bar in arena for sponsorship VIP area five (5) nights
6. One (1) small bar in Foundation Tent – three (3) to (4) nights

Additional County Fair sites suggested.

1. One additional site on grounds (Country themed Bar)
2. Additional bar location during Grandstand Concerts (3-5 nights)
3. Others as program and attendance grow.

During the Annual Three (3) day Strawberry Festival Dates

1. Three (3) Bar type locations on grounds for three (3) days
2. Two (2) bar locations in the Grandstand for Fiesta Day
3. Two (2) to Four (4) Bars at Strawberry Awards Dinner on Friday evening (high usage)

Additional Strawberry Festival sites suggested:

1. One (1) additional bar on Fiesta Day in the Grandstand
2. Others as program and event grow.

The Association reserves the right to produce or arrange for a specialty Wine Garden Operator during Santa Barbara County Fair and/or Strawberry Festival.

**C. FOOD: ANTICIPATED AND REQUIRED FOOD AND NONALCOHOLIC BEVERAGE LOCATIONS ON GROUNDS AND OTHER REQUIREMENTS DURING THE ANNUAL COUNTY FAIR AND DURING THE ANNUAL STRAWBERRY FESTIVAL**

1. During the annual five (5) day County Fair, the following “minimum” requirements apply:
  - a. At least two (2) locations on the Grounds for the five (5) day fair (menus shall be approved in advance by the Association)
  - b. One (1) theme location or cart for the five (5) day fair. Theme and Menu to be approved by Association in advance.
  - c. One (1) location for the five (5) day fair in the Grandstand arena to service events (concerts, Fiesta Day, motorized events etc.)

- d. There are times at Grandstand events require “walk around” (Hawker) food item sales. This may include sandwiches, kettle corn, wraps, jerky, stick food, small pizzas, snack foods, or similar single grab and go food items.
  - e. There may be unique needs for food service for Exhibitors during the annual Livestock Show as well as supplemental food service for Buyers during the Livestock Auction.
2. During the annual three (3) day Strawberry Festival, the following “minimum” requirements apply:
    - a. At least one (1) location on the Grounds for the three (3) day festival (menus shall be approved in advance by the Association)
    - b. One (1) to two (2) Strawberry theme location (s) for the three (3) day Festival. Theme and Menu to be approved by Association in advance. One location can include themed alcohol sales.
    - c. One (1) location for the planned events in the Grandstand for the three (3) day festival to service events (concerts, Fiesta Day, motorized events etc.)
  3. Other Food and Beverage locations during both annual events (County Fair and Festival) may be operated if agreed upon and mutually beneficial to both parties.
  4. Events held in the Grandstand Arena requiring Food and Beverage service are intended to be an important service area for the contractor. Any exceptions to that would be the decision of the Association in cooperation with the Contractor.
  5. The Association is open to options for unique events and partnerships produced in cooperation with the contractor.
  6. The winning bidder will work with Fairpark Staff on location and number of bars and all food service for all Public Events. Additional sales sites and feature food/beverage promotions are open for discussion. Unique food and beverage services for Table and Box seat holders in the Grandstand is desirable. Note: The Fountain Pavilion Building has its own built-in bar as of 2025.
  7. **SPONSORED EVENTS AND FAIR ENTERTAINMENT SUPPORT**  
 When economically viable, Contractor will provide food and beverage for Association sponsored events such as Board functions, employee gatherings, backstage catering service for the Fair, Fair Foundation events, awards banquets and other fair functions at a negotiated rate. Commission % shall remain the same unless otherwise noted or pre-approved in writing by the Association.
  8. The Association reserves its sole rights to waive or negotiate specific terms with the Contractor for an event that may require uniquely specific food and beverage services. Commission % shall remain the same unless otherwise noted or pre-approved in writing by the Association. The Association may also adjust Commission categories for Food and Beverage during the term of the Contract and will do so collaboratively with the Contractor.

## 9. PRIVATE EVENTS (NON-FAIRTIME)

The Contractor will have the first right of refusal to provide food and beverage for most large events, receptions, parties, or other large events held on the Fair Park Facilities on a non-exclusive basis. Association reserves its sole right to exclude specific events at their discretion. Commission % shall remain the same unless otherwise noted or pre-approved in writing by the Association.

10. The winning bidder will be requested to have employees' work bars for public and private events, staff is to be dressed appropriately for the event. The winning bidder to also decorate bars and other service areas during the Strawberry Festival and Fair to fit each year's event theme. Fair Management reserves the right to approve all decor.

11. The Association may call upon the Contractor to assist in soliciting additional Food Concessions during the County Fair and the Strawberry Festival if needed. Contractor will also be called upon to fill 'Gaps' with Food concessions sales that can provide major food categories the Association cannot secure from others during the Annual Fair or Strawberry Festival. Example – The Association cannot locate one or all of the following: Corn Dog, Hispanic Food, Asian Food, breakfast burrito, or Pizza concessionaire. Contractor will fill these voids as negotiated with the Association.

**12. Note: It is expected that the contractor shall work closely with the Association to determine serving sizes (cups or other receptacles) and related pricing for beverages.**

13. The contractor shall be responsible for meeting all requirements within the annual Santa Maria Fairpark Concessions and operations Handbook(s).

14. Contractor is permitted to hire approved sub-contractors (Subs) **excluding alcohol services**. The contractor must notify the Association in advance of Subs operating and provide a report of planned services to be provided for the services required under the eventual contract. The Association reserves the right to reject any Sub. All Subs must meet all requirements of the Association including but not limited to the contents of this RFP and all insurance coverages.

## D. FINANCIAL COMMITMENT

The following requirements represent the financial contribution of the Contractor reflected in **Commission percentage of gross sales** paid to the Association as well as **Capital Improvement Projects Contributions** during the term of the contract. Bidders shall complete the Financial Proposal Form following instructions of the RFP.

### 1. Commission payments to the Association for Gross sales.

#### **Proposers Minimum Bid shall start at these levels (Year 1-3):**

30% of all sales of Alcoholic Beverages for Interim Events all year

32% of all sales of Alcoholic Beverages for the County Fair and the Strawberry Festival events

25% of all sales of Food and Non-Alcoholic Beverages all year (not catering)

18 % of all sales for Catering all year including the County Fair and Strawberry Festival

**Proposers Minimum Bid shall start at these levels (Year 4,5 and two option years):**

31% of all sales of Alcoholic Beverages for Interim Events all year

33% of all sales of Alcoholic Beverages for The County Fair and the Strawberry Festival events

26% of all sales of Food and Non-Alcoholic Beverages all year (not catering)

19% of all sales for Catering all year including the County Fair and Strawberry Festival

The Concessionaire recognizes and understands in accepting this agreement that their interest therein may be subject to a possessory interest tax that the City and/or County may impose on such a tax, and that such tax payment shall not reduce any percentage payments due to the 37th D.A.A. hereunder. Any such tax shall be the liability of and be paid by Concessionaire. The concessionaire is responsible for contacting the assessor's office to verify potential tax obligation.

All local, State of California or Federal Tax laws for sales of Food and Beverage must be adhered to.

## **2. Facilities and Capital Improvement Bid Contribution**

All proposers must submit a Facilities/Capital Improvement bid. This contribution is intended to benefit the Master Concessionaire and the Association. Determination of actual improvements shall be agreed upon by both parties during the entire term of the Contract. The intent is for these improvements to be stationary and "brick and mortar" in nature. However, Proposer can suggest purchase of equipment or other improvement proposals for Association's consideration. Contractor will agree that all improvements provided to fulfill this requirement will immediately become the property of the Association. There will be no financial consideration given to the Contractor at the termination of the Agreement for any capital improvements built or acquired in response to this term. Unless otherwise stated in an executed agreement.

The Association and the Contractor shall collaborate on projects that coincide with the DAA's Strategic Plan – Vision 2030 (or Future Strategic Plans) to develop and complete these.

Although the Association at its sole decision may decide to complete any improvements through Association resources and accept the committed bid amount from the Contractor, the Association will consider a proposal from the Contractor for any and all work to be completed. Before completing any projects or purchases associated with the Facility/Capital Improvements, Contractor must secure written approval from Association and contractor must provide information including but not limited to: a work plan, proposed sub-contractors, State approvals, Code enforcements, permits, drawings and specifications.

If funds are not utilized in a given year, those funds shall be held for future years projects and combined with future contributions by the Contractor.

The minimum bid contribution shall be \$5,000 per year.

In addition, should the costs of the described project fall below the amount committed annually or non-allocated annual payments brought forward each year, Contractor will still be required to spend the minimum committed amount on capital improvement projects.

## **E. ALCOHOL SALES AND RELATED OPERATION**

1. The successful bidder would be required to have and maintain an Alcohol License or multiple licenses if required, through ABC on a year-round basis for the 37<sup>th</sup> District Agricultural Association (Santa Maria Fairpark) facility. The License must encompass the entire property including but not limited to all buildings, covered spaces, and outdoor spaces. See Attached Facility Map (Exhibit A). Future maps subject to change.
2. The Bidder must have all appropriate and current sales licenses filed and approved by the California Department of Alcoholic Beverage Control (ABC) at all times during the term of the contract. Several License types may be required for all types of alcohol sales under all types of situations at Santa Maria Fairpark Facility on a year-round basis. At a minimum the bidder must have either an ABC License Type 47 (On Sale General – Eating Places) or an ABC License Type 48 (On Sale General – Public Premises) copy of said License must be submitted with Bid. If the Bidder is awarded the contract, the contractor must obtain an ABC License Type 58 (Caterers Permit). Other licenses may be required to fulfill the contract requirements for all years of service. All licenses are to be kept current and maintained during the terms of this contract or contract will be terminated immediately. ABC may limit the winning Bidder to a total of number of events in a calendar year on premises. That number has been between 40 and 50 events needing Alcohol Service (Beer, Wine and/or Spirits) per year at the Santa Maria Fairpark Facility, as long as Contract has current License and is in good standing with ABC. For more detailed requirements of the California Department of Alcoholic Beverage Control (ABC) go to: <https://www.abc.ca.gov/licensing/license-types/>.
3. If at any time, the concessionaire is not permitted to sell alcoholic beverages due to not having a California State Alcoholic Beverages on sale license in effect, the concessionaire shall for, a maximum of sixty (60) days, be liable to pay the 37th D.A.A. an equivalent amount of percentage commission equal to a comparable past event(s), or if applicable, a percentage of their management fee if, in the opinion of the 37th D.A.A., the concessionaire, its employees or agents had not exercised normal and reasonable precautionary measure to safeguard the privileges of the license. In the event such payment is incurred, it shall be based on gross receipt records for the last like event where alcoholic beverages were sold.
4. Alcohol Management Policies- Contractor must hold necessary licenses and permits to legally serve alcohol. Local, state, and federal laws and regulations related to alcohol service are required. All contractor employees and contractors serving alcohol must be trained in responsible alcohol service, including recognizing signs of intoxication and appropriate intervention. The contractor must specify the hours which alcohol can be served during an event as approved by the Association. Liquor Liability Insurance is required as outlined.
5. All blended and straight liquor shall be nationally recognized brands. Wine, beer and other alcoholic beverages are to be offered for sale to the extent permitted by applicable and local laws, and subject to the 37th D.A.A.'s regulations. The 37th D.A.A. shall have the sole right to determine at which events alcoholic beverages may be sold, when they may be sold and at which locations.

## 6. SURRENDER OF ABC LICENSE

- a. Upon occasion, the Contractor must willingly surrender their ABC license to allow alcohol beverage service at events on the Fairpark as determined by the DAA.
  - b. As a result, the Association may contract with contractors/concessionaires for each and all excluded events for purposes of providing alcoholic beverages and food subject to a separate agreement.
  - c. Association reserves the right to direct Contractor to waive its ABC license and allow these groups obtain their own ABC special events license(s).
  - d. Upon occasion, the contractor may elect “not” to provide food and beverage or any services to an event if done in cooperation with the DAA. This is especially understandable when a net profit for the contractor is not likely. Release of this required service must be approved by the Association in writing. The Contractor must willingly surrender their ABC license to allow food and beverage service at these events also.
7. The contractor must review and operate within the Association’s Alcohol Management Policy guidelines.

## 8. Beverage Sponsors and Distributors

- a. Beer and other Alcohol  
The winning bidder must work closely with Santa Maria Fairpark’s Official Beer Distributor and Marketing Sponsor (currently Pacific Beverage/Budweiser), to service their Beer and available beverage product inventory. The Association encourages a variety of beverage products offered for sale. Other beverage sponsors will be secured, and the winning bidder is expected to cooperate with those sponsor promotions and activations as well. For wine category, Contractor to only offer California Wine products for sale.
- b. The Contractor shall be subject to a daily inventory check of all Beer Kegs, wine and distilled beverages based upon a start date of load in and each day thereafter of the County Fair and the Strawberry Festival. During Inventory, the Association audit/inventory representative will be present with the Association Alcohol distributor/sponsor and the Contractor’s representative (if desired). The Association will determine the time of the inventory.

## 9. Bottled Water and Soda and other Non-Alcoholic Beverages

The winning bidder must work closely with Santa Maria Fairpark’s Official Soda/Water and Energy Drink Sponsor (currently Pepsi Bottling Co.) and the Association to only service their Soda/Water and Energy Drink Products at all events where Soda/Water and Energy Drink products are needed. Bottled water pricing shall be approved by the Association for sales to guests. Other specialty drink sponsors may also be included by Association.

## F. SALES REPORTING AND AUDIT

1. Contractor agrees that as a part of its record-keeping activities it shall, at its own cost and expense, install and maintain such Point-of-Sale equipment as may be deemed necessary by the Association.

2. The winning bidder will be required to use cash registers for all bars at both public and private events with a "Z" out function and record all sales. Provide a starting "Z" before any sales are made and provide a closing "Z" and end of sales, and to include all register transactions (cash or credit) during starting and closing "Z". Contractor to provide all their own registers. All sales conducted through Credit Card Transaction must also be run through Cash Register and copies of Credit Card Batch Reports must accompany the Register Tapes. The Fairpark will have the right to audit winning bidder's registers and register tapes for any and all events on any and all days.
3. At the closure of an interim event the contractor will settle with the Fairpark within 48 hrs. of event based on correct percentage(s) and fees.
4. During the annual County Fair and annual Strawberry Festival, reports must be submitted daily. Contractor may be required to be preset during said audit. A reporting deadline will be established by the Association. A Fee of \$100 will be charged for every hour the Contractor is late with their submission.
5. These audit, reporting and payment system policies are subject to change. The Association is evaluating the audit and reporting system and all requirements. The Contractor will be notified in advance of all adjustments and changes. Cashless systems and resulting requirements will eventually be adopted resulting in no cash sales. Eventually, the POS system must have the ability to link to the Association merchant account for direct deposits.
6. **MANNER OF PAYMENT, RECORD KEEPING, REPORTING AND RIGHT TO EXAMINE RECORDS**
  - a. The Contractor shall maintain true and accurate records showing all business transactions. Such records need to be maintained in a manner acceptable to the Association and will be subject to audit by the Association at any time.
  - b. Contractor agrees that as a part of its record-keeping activities it shall, at its own cost and expense, install and maintain such Point-of-Sale equipment as may be deemed necessary by the Association. Sales of alcohol and food must have point of sale receipts/electronic reporting to separate all alcohol categories including but not limited to food, distilled products, beer (separated by keg source and can/bottle source ), wine, specialty products ( seltzers, spritzers, flavored malt beverages, flavored spiked beverages, non-alcohol beers, etc.) and other ( includes, water, soda, tea, coffee, etc.).
  - c. The Association shall have the right to examine all such books and records at any time during the agreement and a one (1) year period following the termination of this agreement, including but not limited to, Federal and State income tax returns and State sales tax return records.

## **G. INTERIM EVENTS**

1. Bidder will be required to submit, as part of Bid, a draft Bar Menu that would be available to Interim Event promoters requesting Alcohol Service for their event. If you intend to have a minimum bar sales guarantee, please indicate this language on your draft bar menu.



2. Note: If Bidder plans to implement a minimum bar sale guarantee for promoters holding events on property, and charges a minimum fee for said bars, the fee must be included in the total sale for the event and will be part of the percentage paid to Santa Maria Fairpark. Minimum Bar Sales Guarantee will be subject to Fairpark Management approval and will not apply to previously booked events for 2025.
3. Example: If an event does not meet \$500 in bar sales, the event promoter would be required to pay a \$125 bartender fee.
4. Concessionaire shall provide all small ware replacements, portable bars, and mobile concession carts. All equipment purchased by the contractor shall be a new and of modern design ( or custom , special themed design approved by the Association) , to accommodate at least 400 people.

## **H. CATERING FOR INTERIM EVENTS**

1. Bidder will be required to submit, as part of Bid, a draft Menu that would be available to Interim Event promoters requesting Food service for Catering (Box Lunches, plated meals, buffet, BBQ, single food item like Tacos, pizza, etc.). The minimum number of meals and food items required to provide service should be included in the menu draft submitted.
2. The following are “Examples” of events taking place at Fairpark that “may” or “would” require catering services:
  1. Outside Promoters - Quinceaneras, Weddings, Baptisms, Business Meetings/Trainings (Farm Bureau & Strawberry Commission), Concerts (Hispanic), Car Shows, Animal Shows (dogs, rabbits), School Events (competitions/tournaments & staff trainings), Ag Industry training programs, Strawberry Industry Awards Dinner, Church Services/Retreats, Fundraisers (Rotary, Art, Agriculture, Cancer Research), Pride event, Monster Trucks.
  2. DAA functions: Fair Kick off Dinner, Fair and Festival Hospitality
3. Note that some events require a cultural or unique menu that will be provided by an outside food operator for events as approved by the Association.
4. The D.A.A. retains the right to contract for food services apart from the operation of the Concessionaire.

## **I. STANDARDS OF OPERATIONS, PRICING, QUALITY, VALUE, AND SERVICE**

- a. Contractor will conduct all of its operations in a first-class, professional, business-like, and efficient manner consistent with a premier, professional, Fair, event facility and Grandstand.

- b. All supplies, portions and brands used by Contractor or sub-contractor in fulfillment of its obligations under an agreement are subject to the Association's prior written consent. Contractor is prohibited from entering into any exclusive arrangement or sponsorship agreement with any supplier or other entity without the prior written approval of the Association and must benefit the Association. Association will retain one hundred percent (100%) of revenue from Association-initiated sponsorships. **Association reserves the right to enter into agreements for preferred and/or exclusive marketing partnerships that require specific brands be sold.**
- c. Contractor and Association will review annually: menus, pricing, quality, presentation, portion size. The association shall be entitled to review and approve all items. All pricing must be mutually agreed upon.
- d. The Contractor shall post printed rates and prices for all goods and services in locations approved by Association management. Handwritten signage, rates and prices are prohibited by the Association.
- e. Every aspect of the operation shall be subject to the Associations ongoing approval and failure to perform according to the standards will be cause for termination. The designated on-site manager is required to occasionally attend staff meetings of the Association.
- f. Proposers will have the opportunity to review existing equipment during a prescheduled walkthrough prior to submission of the Proposal.
- g. All necessary equipment for the operations of food and beverage storage, transport, preparation and sales, is the responsibility of the Contractor. This includes but not limited to all concessions, bars, stands, carts or any other Food and Beverage units or structures.
- h. Within thirty (30) days of installation of personal property, Contractor must submit to the Association a list of personal property used, these items will be the only items permitted to leave the property.

## J. STAFFING

- a. Contractor must have an on-site management and be a full time employee of Contractor and subject to approval by Association. The on-site manager must have the authority to resolve any issues that may arise in the day-to-day operation.
- b. A qualified and responsible management level person will be required to be at the facility when in Contractor is in operation.

- c. The contractor will be responsible for ensuring that all employees are clean in appearance, fully trained and courteous to provide exceptional service. Employees must be easily identifiable by identification badges. uniforms are encouraged (i.e., logo shirts, logo aprons, etc.) If in the opinion of Fair management an employee fails to meet reasonable standards, Contractor will be notified, and employee will be required to meet standards or discontinue employment.
- d. The Contractor will hire a sufficient number of employees to meet the requirements of the events. All employees employed by Contractor to perform work under an agreement are employees of the Contractor and not the Association.
- e. Contractor will ensure all food concession supervisory personnel are SERV Safe Program certified. In addition, employees serving alcoholic beverages shall have completed an accredited alcohol servers training course such as the Department of Alcoholic Beverage Control's Contractor Education on Alcohol and Drugs (LEAD Program). <https://www.servsafe.com/>
- f. The Contractor shall furnish at its own expense all common and skilled labor and equipment for the moving and setting up and dismantling of any temporary concession stands or other equipment at the premises. All labor employed by agreement or to perform work under this agreement are employees of the agreement and not of the Association.
- g. On-site management must be available year-round and live within 70 minutes or less driving distance of the Santa Maria Fairpark.

#### **K. SIGNS, ADVERTISING, SITE SCREEN, AND APPROVAL OF NAME**

Signs, names, place cards, or advertising elements shall be inscribed, painted or affixed upon said premises, may not be circulated or published without prior written consent of the Association. All signage shall be professional in appearance and no hand-written signage will be allowed. Site screening is necessary for most food and beverage areas. All site screens shall be intended to hide storage, work areas, equipment, back of house and other elements that should not be in public view. Association shall provide approval of such site screen and its usage.

#### **L. PERMITS AND LICENSES**

Contractor shall obtain all necessary permits and licenses required to operate food and beverage at the venue, including but not limited to health permits and alcohol beverage service permits. All permits and licenses must be filed with the Association upon execution of the agreement.

## **M. PUBLIC SAFETY**

- a. Public safety is our number one priority, the Contractor will ensure that the actions of officers, agents, and employees cannot be judged negligent in any way. The contractor will ensure the professionalism of its employees including, but not limited to appearance, customer service skills and communication skills.
- b. Contractor will abide by the Association's Emergency Operations Plan, Crisis Communication Plan and all other relevant policies and procedures.
- c. Contractor will ensure all food and beverage concessions are fully accessible for disabled patrons. Contractor shall ensure all exposed cables , equipment, tanks, and hoses on fairgrounds walkways, thoroughfares and any public access area are covered and not in public view. Contractor shall ensure reasonable accommodations to individuals with disabilities and to comply with the Americans with Disabilities Act.

## **N. GENERAL REQUIREMENTS / USE OF PREMISES / UTILITIES AND MAINTENANCE / FEES / FINES**

- a. The Contractor shall have the opportunity to preview the property at the prescheduled site visit prior to the RFP deadline.
- b. The Association will provide (at no cost), ONE (1) RV space for Contractor's intended use through each calendar year with full hook ups. Location determined by the Association. Location may change from time to time. The RV space is intended for use during larger type events on the property and not as year-round housing.
- c. Parking, off-site locations, event admission and access:

The Association will provide appropriate and limited parking (on site and off site), off site dead trailer locations, event admission and access to property during events based upon the Association's parking/admission/access policies and procedures and any related fees. The Association will follow guidelines of the Concessions handbook for providing contractor with any complementary credentials.

- d. In addition to the percentage of sales the winning bidder would also pay the Fairpark monthly rent of \$750 for use of Walk-in Refrigerator, small storage Room, and Ice Machine within the Fountain Pavilion Kitchen, when utilized for their intended operations. If less items or none of these items are utilized (or periodically utilized) by the Contractor, the fee will be reduced, prorated or no fee charged. Similar fees will be negotiated for other Commercial Kitchen facilities at other locations.
- e. A Fee of \$100 will be charged for every hour the Contractor is late with their submission of sales reports to the Association Audit representative during the Annual Fair and Strawberry Festival.

- f. Non-Permanent Concession stands operated during the County Fair and Strawberry Festival will be charged any fees required under the Associations Concessioner Handbook. Similar fees may be required during non-fair periods. Some exceptions may apply as determined by the Association.
- g. If awarded the contract the Contractor must put up a \$3,500 security deposit, that will be keep in an interest-bearing account to offset any percentage owed to the Fairpark that is over sixty (60) days past due. The Contractor will be required to keep the \$3,500 Security Deposit Current at all times during the terms of this agreement. The Security Deposit will be returned to the Contractor at the end of contract, or if contract is terminated for any reason.
- h. The Concessionaire agrees to pay the 37th D.A.A. a monthly fee in the amount equal to or greater than \$100 for utilities which include Natural Gas and Electricity if Association Kitchen and other facilities are utilized for their intended operations, for multiple months each year. Should utility rates increase, or usage decrease, a new fee will be negotiated by both parties.
- i. Contractor shall not use or permit the subject premises to be used in whole or part during the term of this agreement for any purpose other than as herein set forth without the prior written approval of the Association.
- j. Contractor shall accept the premises in their existing condition. No warranties expressed or implied, as to the existing condition of the premises have been made to the Contractor. The contractor understands that any required improvements will be their sole responsibility unless the Association agrees in writing to provide financial and/or labor in support of an improvement. Repairs and improvements must be approved by the Association.
- k. Contractor shall maintain the premises and the facilities and equipment to which Contractor, Contractor's employees, agents, subcontractors have access to and is solely responsible for under the purposes of the awarded contract. The Contractor agrees to return the equipment in the same or better condition as it was on the agreement's commencement date. The contractor is responsible for all damages, replacement and/or related repair of equipment and facilities when utilized for their intended operations. Resolution of such by Contractor must be completed to the satisfaction of the Association within 30 days of said resulting damages, or maintenance required.
- l. Inventory of all facilities and equipment assigned to the Contractor and a note of their condition shall be incorporated into an amendment within 30 days of the agreement's commencement date.
- m. Contractor shall be responsible for maintenance costs and any damage to Association owned property contractor is responsible for. If property is damaged due to fire or other peril caused by the Contractor, the Contractor's liability coverage will be called upon to respond to any loss.

- n. Contractor shall be subject to requirement of a detailed maintenance report of all maintenance performed on Association owned equipment for the previous annual period that Contractor is solely responsible for. The report shall be submitted to the Association on January 31, of each calendar year.
- o. Contractor shall not make any alteration or improvement, or otherwise permanently affix any personal property, to the lands or improvements of the fairgrounds without a specific written authorization of the Association for any purpose.
- p. The contractor shall utilize the premises in an orderly manner and shall observe and comply promptly with all rules, regulations and directives such as statutes, ordinances, rules, regulations, directives, and orders now existing or may hereafter provide concerning the use and safety of the premises.
- q. The Contractor at its own cost and expense shall furnish and maintain all telephone, internet and TV service as required for their intended operations. It is the Contractor's sole responsibility to secure their equipment and leased areas. The Association will not be responsible for any losses or repairs from vandalism. The Association shall not be liable for loss or damage to the property of the Contractor from any cause whatsoever.
- r. Association shall maintain structural repairs such as roof, foundation and walls. The association will also provide water, gas and sewer services.
- s. The 37th D.A.A. will maintain the water, natural gas, electrical and sewer lines except in cases where the Concessionaire's direct negligence causes major maintenance repair expenses. Should the Concessionaire require additional utility capacity, electrical power at peak or other use times, and/or outlets beyond those provided the cost of such installation and hookups will be at the Contractor's expense after 37th D.A.A. approval.
- t. The Contractor shall furnish at its own expense all common and skilled labor and equipment for the moving and setting up and dismantling of any temporary concession stands or other equipment at the premises. All labor employed by agreement or to perform work under this agreement are employees of the agreement and not of the Association.
- u. Concessionaire agrees to maintain designated concession areas. Including all mobile units and carts. The cleaning of the food areas, bar and storage areas and any other equipment is the sole responsibility of the Concessionaire. If the Fairgrounds staff must clean the kitchen bar areas or food areas after the Concessionaire has been the sole user of said areas, Concessionaire will be charged at rate of \$50 per labor hour.

- v. The Contractor is responsible for the disposal of all litter associated with Contractor's operation and will provide janitorial service, pickup and removal of all litter within a defined area of operation that includes the work area, service area and adjacent public area into garbage receptacles provided by Association. Contractor shall also be responsible for collection and disposal of all cooking oils, grease interceptor maintenance, hood maintenance, refrigeration maintenance, any other maintenance related to food and beverage operations.
- w. Contractor shall provide all small ware replacements, portable bars, and mobile concession carts. All equipment purchased by the contractor should be new and of modern design, to accommodate at least 400 people.
- x. Contractor must be capable of providing alcoholic beverage, food and non-alcoholic beverage service in all buildings and all areas of the fairgrounds. There are no permanent food service facilities in some locations; however temporary stands may be operated. Contractor shall be responsible for providing set up, moving and dismantling temporary stands.
- y. The 37th D.A.A. has final approval of logos printed on containers utilized by the Concessionaire.
- z. The concessionaire shall be responsible for utilizing and properly dispose of recyclable containers.
- aa. Concessionaire will provide their own vehicle for the transportation of beverages and equipment for on- and off-site catering, food and beverage services. The same shall be true for forklift operations unless pre-arranged with the 37<sup>th</sup> DAA.
- bb. 37th D.A.A. must approve vehicles and they must meet all requirements of the State of California, Department of Motor Vehicles and maintain adequate insurance.
- cc. The 37th D.A.A. shall have the right to recommend the discharge of any Concession employee for, but not limited to, the following reasons:
  - a. Theft and/or vandalism
  - b. Sexual harassment
  - c. Use of abusive or profane language
  - d. Substance and/or alcohol abuse
  - e. For any other conduct deemed by the 37th D.A.A. to be contrary to the best interests of the State

- dd. A price guide shall be maintained by the Concessionaire so that the 37th D.A.A. will have the latest prices and portions on file in the 37th D.A.A.'s office. Price increases must be recommended sixty (60) days in advance and approved by the 37th D.A.A. Increases will not be unreasonably withheld upon presentation of proof of need. Proof of need in this context is defined as increases in the cost of specific raw food or labor, or other specific increases in operating costs that are uncontrollable by the Concessionaire.
- ee. All decorations and props must be flame retardant. Items cannot be attached to buildings (inside or outside) without prior approval by the D.A.A.
- ff. It shall be understood that the Concessionaire is an independent contractor in the operation of the concessions for the sale of beverages on the D.A.A. property. The Concessionaire at no time will be considered an agent of the State, the Board of Directors of the District Agricultural Association, nor its management.

## **O. PROPOSAL CONTENT/ REQUIRED AS PART OF THE PROPOSAL SUBMISSION –**

Proposals must include those items outlined below (items 1.- 12. Note that 9., 10., and 11. are optional) and contain the required information as part of the Proposal: Proposals that do not follow the format may be rejected. **Note that additional requirements and items for submission are found in Parts II, V, VII and VIII:**

- 1. Cover Letter as outlined in Part VII**
- 2. Table of contents**
- 3. Letters of Reference**

The successful bidder must demonstrate the ability to support large events, festivals or fairs with service and include three (3) letters of reference. One letter must be from a Fair or Festival in the Western US. Letters must have been written within the last three years.

- 4. THE BIDDER/CONTRACTOR STATUS FORM**
- 5. The Financial Proposal Bid Form**
- 6. BAR MENU**

Bidder will be required to submit, as part of Bid, a draft Bar Menu that would be available to Interim Event promoters requesting Alcohol Service

- 7. Food service /Catering Menu**

Bidder will be required to submit, as part of Bid, a draft Menu that would be available to Interim Event promoters requesting Food service for Catering (Box Lunches, plated meals, buffet, BBQ, and single food item like sandwiches, tacos, pizza, etc.). The minimum number of meals and food items required to provide service should be included in the menu draft submitted.

- 8. All items under PART V EVALUATION, SELECTION AND SCORING PROCESS**
- 9. OSDC's Small Business Letter if qualified**



10. Any Supplement documents, graphs, diagrams, photos, etc. not required but submitted by Bidder for consideration (optional)

11. Any oral presentation slides or handouts (optional)

**12. CRITICAL TO THE PROPOSAL AND REQUIRED – SUBMIT DESCRIPTION OF BUSINESS AND APPROACH TO THE CURRENT AND FUTURE OPPORTUNITIES**

The proposer must provide a Management and Operation Plan, including but not limited to, the following (12. a-p):

- a. Description of service, including current menus for concession stands and other non-catering food services, current prices, alcoholic beverage quality, manner of presentation, portion sizes, variety etc., as Proposer deems necessary to describe proposed service.
- b. Current available inventory (and if applicable, items currently in the process of being acquired) of Food and Beverage operation that can be utilized by bidder under the awarded contract. This includes mobile food and beverage concession stands, carts, bars, serving counters for large or small events, food preparation, cooking and serving equipment, catering equipment, and any other support props, specialty or unique elements that will enhance and provide service value to the customer and the Association (Photos or conceptual design drawings to be included in the proposal)
- c. Management philosophy and operational strategy.
- d. Any Promotional and marketing concepts bidder would utilize to market food and beverage operations/products for the County Fair, the Strawberry Festival, interim events, and/or your product/services for same. This includes any specific feature food/beverage promotions that provide for new products, unique experiences or drive sales.
- e. Please address how your Plans will address the Goals of the Association found in Part II, H., 1. of the RFP.
- f. Ability to provide last-minute unplanned services as outlined in the RFP.
- g. Ability to operate all services required if the Fair or Festival extended dates, reduced dates or operated over multiple weekends only.
- h. Ability to engage in Fair and Festival Planning as well as non-Fair events/programming with the Association Leadership Team when called upon.
- i. Desire, Capacity and ability to partner with the Association on a one day to multi day food and beverage and cultural/entertainment/seasonal event(s) (TBD) annually.
- j. Ability to Coordinate and secure Food trucks if appropriate.

- k. Ability and desire to showcase Strawberries and strawberry food and beverage products.
- l. Procedures and practices in place supporting public health and safety.
- m. Resumes of key personnel responsible for operations under this agreement.
- n. Onsite management must be available year-round and live within 70 minutes or less driving distance of the Santa Maria Fairpark.
- o. Food service and alcoholic beverage training requirements of the company.
- p. Drug testing policy (if any).

## PART V EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the 37<sup>th</sup> DAA's needs as described in this RFP. This part describes the process the Fairpark will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. Immediately following your scheduled oral presentation, the committee may wish to interview a proposer for clarification purposes only. The proposer will not be allowed to ask questions concerning other proposers, but only to respond to clarification questions from the Committee. The proposer cannot change proposals after the time and dates designated for receipt.

### A. EVALUATION AND SELECTION 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,
  - the physical format requirements were met.

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

2. Proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for..
  - review of the technical proposal,
  - confirmation that the information is presented in the format required by the RFP,
  - 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 37<sup>th</sup> DAA reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of the information presented. Misinformation or inaccuracy are grounds for disqualification or receipt of a lower score.

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

4. Each Bidder/Contractor Status Form is reviewed to determine if any bidder claimed the small **business** preference. All bids claiming the small business preference must be accompanied by a copy of the STATE OFFICE OF SMALL BUSINESS AND DVBE SERVICES BRANCH CERTIFICATION APPROVAL LETTER in order to be granted a preference of five percent (5%).
5. Interviews will be held. After all Interviews, in order to obtain the Total Proposal's Technical Proposal average score for each proposer, the total Technical proposal points of each reviewer will be added up for each proposer and the results divided by the number of people on the Committee. These scores will be used to move on to the Financial Score segment.

6. At the completion of all oral presentations and interviews the Committee may discuss the proposals and will individually score them following all Committee discussion.

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

## **B. SCORING PROCESS**

1. If any award is made, the contract shall be awarded to the qualified proposer who obtains the highest score. Each proposal shall be evaluated after all oral presentations and interviews on February 27, 2025.

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

2. Each proposal shall be scored by the Evaluation and Scoring Committee based upon criteria set forth in Part II, Part IV and V and the Scorecard (Part VI) of this RFP. The Evaluation and Scoring Committee members will each individually score the proposals.

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

3. At the oral presentations and interviews on February 27, 2025, the following procedure will be followed:

- a. The Santa Maria Fairpark CEO will predetermine the order of Oral Presentations.
- b. Each proposer will be allocated 20 minutes for their presentation.
- c. During all the oral presentations, the Scoring Committee may ask questions.
- d. The Oral Presentations/ Interviews are intended for the Technical Proposal, not for reviewing the Financial Bid Form.
- e. Questions will be limited to 15 minutes.
- f. The meeting will start at approximately 1:30 PM.
- g. Proposers may not ask questions regarding other proposals by others responding to the RFP.

4. At the conclusion of the oral presentation all proposers will be required to leave the room, and the Evaluation and Scoring Committee will individually score the proposals. The Technical Score will be scored first. Once the Technical scores are determined and averaged, the Financial Bid Forms shall be opened and scored. The resulting total of the highest combined score of both the Technical and Financial Score will determine the highest score.

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

5. In the event of a tie, after combining both scores the tie will be broken by awarding the contract to the proposal with the highest Financial Score.

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

6. Proposal Submission must be in written (typed) form. Interviews will be conducted to clarify and elaborate on written proposals.
7. Evaluation, scoring and interviews will not be public.

8. When a contract is ratified by Board of Directors, all bids will be made public.
9. Once the winning bidder is determined, all bidders will be notified of the results via mail and email on Friday, February 28, 2025. The notification will also be available on our website, [www.santamariafairpark.com](http://www.santamariafairpark.com). Notice of proposed bid award will be posted for five (5) working days at the Fair's Administration Building. During that period protests may be filed.

**C. SCORING CRITERIA AND POINTS AVAILABLE FOR TECHNICAL AND FINANCIAL PROPOSAL (All elements indicated within the scorecard must be submitted within the proposal)**

The Association has assigned the following number of points for the RFP:

**1. Statement of Past experience/previous performance (min. 7 seven years) – 30 Points**

- a. Provide a summary describing the company background and experience providing food and beverage (including alcohol) services for similar events including but not limited to fairs, festivals, event centers, concert venues, dirt shows, and other similar venues.
- b. Outline training and food and beverage service industry experience of key management and as owners.
- c. Include Any Permanent food and beverage (including alcohol) operations as part of past experience (Restaurant, franchises, and other food and beverage operations of actual ownership or CEO level management).
- d. Provide a list of clients, and any businesses you own related to Food and Beverage service description of services provided and duration of service that demonstrates your ability to manage large scale events, including staffing. Include contact information (name, address, phone number, and email address) for all clients listed.
- e. Any other information Proposer would like to offer for consideration by the Evaluation Committee.

**2. Financial Capability - 5 Points**

- a. Submitted Proposals must contain the following information: Documentation demonstrating that the Proposer possesses the financial fortitude required to fulfill the cash flow and financial burden of this agreement.

**3. Description of Business & approach to the current & future opportunities - 35 Points**

- a. The proposer must provide a Management and Operation Plan, including but not limited to, all items found at the end of **Part IV. O.** (12. a.-p.):
- b. All menus submitted within the proposal as well as supplement items such as graphs, photos, diagrams, etc.
- c. Although not exclusive to this section, the Oral Presentation will be considered important in this section of the scoring.

**4. Three letters of recommendation -5 Points**

Provide a minimum of three (3) letters of reference regarding services of a similar nature. Letter to be within the last three (3) years and must be signed, no emails. One letter must be from a fair or festival in the Western US.

**Points - The Overall Technical Proposal is worth a total of 75 Points.**

## 5. Financial Proposal - Total score 35 Points

Bidder must submit the Financial Bid Form to be scored. The score is determined by the Bidder's completed Financial Proposal Form which includes the **Commission bid for sales** and the **Facilities and Capital Improvement Bid Contribution**

Two separate scores are calculated

- a. % Commission for the term of the contract – 30 points possible
- b. Capital Improvement category for the term of the contract – 5 points possible.
- c. Each bidder will be awarded points based upon the two formulas below. The highest total bid within each of the two categories will receive the high score for that category. All remaining proposals will be awarded points for their financial offer based on a weighted average within each category.

### Formula For the Commission % Bid

Example:

Proposer A Bids a combined total for all years of 300 % which is the highest % bid for the percentage category. Proposer A receives 30 Points.

Proposer B Bids 280 % combined total %

Divide 280 by 300 = .933

Multiply .933 X 30 = 27.99 points

Proposer B receives 27.99 points.

**Formula For the Capital Improvement Bid:** The Same process shall apply to the **Facilities and Capital Improvement Bid Contribution**. The highest possible score is 5 points for the Capital Improvement category.

Example:

Proposer A Bids \$38,500 which is the highest bid (combining all years) for the category.

Proposer A receives 5 Points.

Proposer B Bids \$ 35,000

Divide \$35,000 by \$38,500 = .909

Multiply .909 X 5 = 4.54 points

Proposer B receives 4.54 points.

The two scores will be combined for a final Financial Score worth 35 total possible points. This combined score constitutes the Financial Offer

**Total Possible score is 110 Points when combining the Technical score and the Financial Score**

## PART VI

## EVALUATOR'S SCORING FORM

Evaluators will use the written information provided for the Technical portion, the Oral Presentation, interview and other documents provided by the Bidders as well as the Financial Bid Form in response to the RFP and the oral presentation on February 27, 2025, in filling out this score sheet.

### A. SCORING CRITERIA AND POINTS AVAILABLE FOR TECHNICAL AND FINANCIAL PROPOSAL

Proposer's Name \_\_\_\_\_

Evaluator's Name \_\_\_\_\_

Date \_\_\_\_\_

#### TECHNICAL PROPOSAL

Category	Description	Point Value
1. Statement of Past Experience and Previous Performance	<ul style="list-style-type: none"> <li>Provide a summary describing the company background and experience providing food and beverage (including alcohol) services for similar events including but not limited to fairs, festivals, event centers, concert venues, dirt shows, and other similar venues.</li> <li>Outline training and food and beverage service industry experience of key management and as owners.</li> <li>Include Any Permanent food and beverage (including alcohol) operations as part of past experience (Restaurant, franchises, and other food and beverage operations of actual ownership or CEO level management).</li> <li>Provide a list of clients, and any businesses you own related to Food and Beverage service description of services provided and duration of service that demonstrates your ability to manage large scale events, including staffing. Include contact information (name, address, phone# and email address) for all clients listed.</li> <li>Any other information Proposer would like to offer for consideration by the Evaluation Committee.</li> </ul>	_____/30 <b>Points</b>
2. Financial Capability	<p>Proposals must contain the following information:</p> <ul style="list-style-type: none"> <li>Documentation demonstrating that the Proposer possesses the financial fortitude required to fulfill the cash flow and financial burden of this agreement.</li> </ul>	_____/5 <b>Points</b>
3. Description of Business and Approach to Current and Future Opportunities	<ul style="list-style-type: none"> <li>The proposer must provide a Management and Operation Plan, including but not limited to, all items found at the end of <b>Part IV. O.</b> (12. a.-p.):</li> <li>All menus submitted within the proposal and well as supplement items such as graphs, photos, diagrams, etc.</li> <li>Although not exclusive to this section, the Oral Presentation will be considered important in this section of the scoring.</li> </ul>	_____/35 <b>Points</b>
4. Three Letters of Recommendation	<ul style="list-style-type: none"> <li>Provide a minimum of three (3) letters of reference regarding services of a similar nature. Letter to be within the last three (3) years and must be signed, no emails. One letter must be from a fair or festival in the Western US.</li> </ul>	_____/5 <b>Points</b>

**Total Points awarded for the Technical Proposal \_\_\_\_\_/75 Points Possible**

## EVALUATOR'S SCORING FORM (CONT.)

Proposer's Name \_\_\_\_\_

Evaluator's Name \_\_\_\_\_

Date \_\_\_\_\_

## FINANCIAL PROPOSAL

Category	Description	Point Value
5. Financial Proposal	<p>Bidder must submit the Financial Bid Form to be scored. The score is determined by the Bidder's completed Financial Proposal Form which includes the <b>Commission bid for sales</b> and the <b>Facilities and Capital Improvement Bid Contribution</b></p> <p>Two separate scores are calculated</p> <ol style="list-style-type: none"> <li>% Commission for the term of the contract – 30 points possible</li> <li>Capital Improvement category for the term of the contract – 5 points possible.</li> </ol> <p>Each bidder will be awarded points based upon the two formulas below: The highest total bid within each of the two categories will receive the high score for that category. All remaining proposals will be awarded points for their financial offer based on a weighted average within each category.</p> <p><b>Formula For the Commission % Bid</b></p> <p>Example:  Proposer A Bids a combined total for all years of 300 % which is the highest % bid for the percentage category. Proposer A receives 30 Points.  Proposer B Bids 280 % combined total %  Divide 280 by 300 = .933  Multiply .933 X 30 = 27.99 points  Proposer B receives 27.99 points.</p> <p><b>Formula For the Capital Improvement Bid:</b> The Same process shall apply to the <b>Facilities and Capital Improvement Bid Contribution</b>. The highest possible score is 5 points for the Capital Improvement category.</p> <p>Example:  Proposer A Bids \$38,500 which is the highest bid (combining all years) for the category. Proposer A receives 5 Points.  Proposer B Bids \$ 35,000  Divide \$35,000 by \$38,500 = .909  Multiply .909 X 5 = 4.54 points  Proposer B receives 4.54 points.</p> <p>▪ <b>The two scores will be combined for a final Financial Score worth 35 total points. This combined score constitutes the Financial Offer</b></p>	<p><b>Commission % Score</b>  _____/30  <b>Points</b></p> <p><b>+</b></p> <p><b>Capital Improvement Score</b>  _____/5  <b>Points</b></p> <p><b>=</b></p> <p><b>Grand Total Score</b>  _____/35  <b>Points</b></p>

The Grand Total Points awarded adding the Technical score and the Financial Bid Score together \_\_\_\_\_/110 Points Possible

Evaluator's Signature \_\_\_\_\_



## PART VII

### 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 manner requested.
- All questions must be answered.
- 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

- **One sealed package containing** one (1) original and four (4) identical and numbered copies (all Pages) of the Technical Proposal and labeled with the bidder's name, vendor(s) name, the RFP number, and "Technical Proposal".
- **One sealed package containing** one (1) original and four (4) identical and numbered copies of the Financial Proposal Bid Form and labeled "Financial Proposal Bid Form".
- One (1) original and four (4) identical and numbered copies of the Bidder/Contractor Status Form (these are to be included in the technical proposal).
- One (1) original and four (4) identical and numbered copies (all pages) of all other documents and forms required (these are to be included in the technical proposal).

**All sealed packages and other requirements must be placed in a third sealed package with the bidder's name on the outside, the RFP number, and addressed as follows:**

RESPONSE TO RFP

RFP # 03-2025

Master Concessionaire for Santa Maria Fairpark

Caitlin Miller, Chief Executive Officer

37<sup>th</sup> District Agricultural Association

937 South Thornburg

Santa Maria, CA 93458

## C. PROPOSAL ORGANIZATION

- a. All Proposals must be submitted on 8.5" x 11" paper in vertically bound, with tabbed section headings clearly labeled in the format described in this RFP. Larger paper (11" x 17" preferred) is permissible only for plans, charts, spreadsheets and other exhibits.
- b. Each page is to be numbered at the bottom, starting with the number 1; and all narrative portions of the proposal should be typed. Any narrative portion of the proposal that cannot be read due to poor handwriting will not be scored.
- c. Proposals shall not exceed 30 pages (excluding supplemental attachments). Proposals should be printed single sided and use a font size no smaller than 10 pt.
- d. All timely proposals will be binding for 90 days from submittal or until an agreement is awarded, whichever is earlier. By submitting a proposal, the Proposer agrees to be bound thereby if its Proposal is accepted by the Association.
- h. All proposals must have original signatures, and be **physically** submitted to the Fair's Administration Office, no later than **Tuesday, February 25, 2025, at 5:00PM**. Proposals may be submitted in person prior to the due date. 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.

The first page of the 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: 03-2025** 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 above the signature line and dated. If the bidder fails to submit this document, and it is not signed and dated, the proposal will be rejected as being non-responsive.

### **Document 1 – Technical Proposal**

Cover letter as described above

Table of Contents

Completed and signed Bidder/Contractor Status Form

All elements of the Proposal Scorecard

All Elements of Part IV.O.

Any Supplement documents, graphs, diagrams, photos, etc. not required but submitted by Bidder for consideration

Any oral presentation slides or handouts

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 sub-contractors shall include the subcontractors':

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

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

**PART VIII**  
**FORMS SECTION**

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**A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER**

- Bidder/Contractor Status Form (mandatory)
- Proposal Bid Form, completed and signed (mandatory) "Financial Proposal Bid Form"; The Financial Proposal Bid Form must be completed, signed by authorized representative and placed its own sealed package along with proposal.

**B. DOCUMENTS TO BE COMPLETED BY FAIR**

- Notice of Proposed Award, after proposed awardee is determined.

**C. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED**

- "Rental Agreement", F-31
- Insurance Requirements
- Any other documents identified in the RFP established by the Association.

**BIDDER/CONTRACTOR STATUS FORM****RFP NUMBER 03- 2025**Contractor's Name \_\_\_\_\_  
(full business name)

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone # \_\_\_\_\_ Federal Employer ID # \_\_\_\_\_

Email Address \_\_\_\_\_

**Indicate your organization type (PLEASE CHECK ONE)**

Individual \_\_\_\_\_ 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:** \_\_\_\_\_**Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:**

California Small Business \_\_\_\_\_ Disabled Veteran Business Enterprise \_\_\_\_\_

If yes to one of the above, please enter your Certification # or Service Code: \_\_\_\_\_

**NOTE: A copy of your Certification is required to be included if either of the above items are indicated, or date application was submitted to OSBCR, if an application is pending.**

Are you subject to Federal Backup Withholding? Yes \_\_\_\_\_ No \_\_\_\_\_

Fictitious Name: \_\_\_\_\_

If the 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.

### **Pending Litigation or Hearings**

Are any civil or criminal litigation or administrative hearings currently pending against the proposer's organization, owners, officers, or employees? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please state the case number, agency, or court where pending and status of litigation hearing: \_\_\_\_\_

**The Fair 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 \_\_\_\_\_

**Financial Proposal Form  
RFP # 03- 2025  
(4 Pages)**

Please read through the RFP carefully before completing this form. It has two categories.

**Category One:** Percentage Commission paid to the Association based upon gross Food and Beverage Sales. Provide bids on this form for all categories in each year and note minimums.

**Bidders must Bid for each year including option years.**

**Category Two:** Official Bid for **Facilities and Capital Improvement Bid Contribution**

The Financial score is determined by the Bidder's completed Financial Proposal Form which includes the Commission bid for sales and the Capital Improvement Category

**Bidders must Bid for each and every year including option years.**

Two scores are calculated.

1. % Commission on gross sales category for the term of the contract – 30 points
2. Capital Improvement category for the term of the contract – 5 points

**Total possible score 35 Points**

The bidder with the high total offer within a category will receive the high score for the category they bid highest within. Category one is worth 30 points, Category two is worth 5 points. All other bidders will receive a proportionate number of points within each category. The total of both categories constitutes the financial offer. It is possible to be the high bidder for both categories.

Please review Scorecard for details regarding points formula.

For reference "Interim events" are those events taking place at Fairpark year-round but do not include the Santa Barbara County Fair or Santa Maria Valley Strawberry Festival

**Proposers Minimum Bid for Gross sales shall start at these levels (Year 1-3):**

- 30% of all sales of Alcoholic Beverages for Interim Events all year
- 32% of all sales of Alcoholic Beverages for The County Fair and the Strawberry Festival events
- 25% of all sales of Food and Non-Alcoholic Beverages all year (not catering)
- 18% of all sales for Catering all year including the County Fair and Strawberry Festival

**Proposers Minimum Bid for Gross sales shall start at these levels (Year 4,5 and two option years):**

- 31% of all sales of Alcoholic Beverages for Interim Events all year
- 33% of all sales of Alcoholic Beverages for The County Fair and the Strawberry Festival events.
- 26% of all sales of Food and Non-Alcoholic Beverages all year (not catering)
- 19% of all sales for Catering all year including the County Fair and Strawberry Festival

**Category One- Proposers bid – Commission starting at the Minimum Bid for each category (Year 1-3)**

**2025** \_\_\_\_\_% of All Alcohol Sales for Interim Events (minimum bid 30%)

**2025** \_\_\_\_\_% of all Alcohol Sales for Santa Maria Valley Strawberry Festival and Santa Barbara County Fair (minimum bid 32%)

**2025** \_\_\_\_\_% of all sales of Food and Non-Alcoholic Beverages all year (Not catering) (minimum bid 25%)

**2025** \_\_\_\_\_% of all sales for Catering all year including the County Fair and Strawberry Festival (minimum bid 18%)

**2026** \_\_\_\_\_% of All Alcohol Sales for Interim Events (minimum bid 30%)

**2026** \_\_\_\_\_% of all Alcohol Sales for Santa Maria Valley Strawberry Festival and Santa Barbara County Fair (minimum bid 32%)

**2026** \_\_\_\_\_% of all sales of Food and Non-Alcoholic Beverages all year (Not catering) (minimum bid 25%)

**2026** \_\_\_\_\_% of all sales for Catering all year including the County Fair and Strawberry Festival (minimum bid 18%)

**2027** \_\_\_\_\_% of All Alcohol Sales for Interim Events (minimum 30%)

**2027** \_\_\_\_\_% of all Alcohol Sales for Santa Maria Valley Strawberry Festival and Santa Barbara County Fair (minimum 32%)

**2027** \_\_\_\_\_% of all sales of Food and Non-Alcoholic Beverages all year (Not catering) (minimum bid 25%)

**2027** \_\_\_\_\_% of all sales for Catering all year including the County Fair and Strawberry Festival (minimum bid 18%)



**Category One- Proposers bid – Commission starting at the Minimum Bid for each category (Year 4,5 and two option years)**

**2028** \_\_\_\_\_% of All Alcohol Sales for Interim Events (Minimum 31%)

**2028** \_\_\_\_\_% of all Alcohol Sales for Santa Maria Valley Strawberry Festival and Santa Barbara County Fair (minimum bid 33%)

**2028** \_\_\_\_\_% of all sales of Food and Non-Alcoholic Beverages all year (Not catering) (minimum bid 26%)

**2028** \_\_\_\_\_% of all sales for Catering all year including the County Fair and Strawberry Festival (minimum bid 19%)

**2029** \_\_\_\_\_% of All Alcohol Sales for Interim Events (Minimum 31%)

**2029** \_\_\_\_\_% of all Alcohol Sales for Santa Maria Valley Strawberry Festival and Santa Barbara County Fair (Minimum 33%)

**2029** \_\_\_\_\_% of all sales of Food and Non-Alcoholic Beverages all year (Not catering) (minimum bid 26%)

**2029** \_\_\_\_\_% of all sales for Catering all year including the County Fair and Strawberry Festival (minimum bid 19%)

**Option Years**

**2030** \_\_\_\_\_% of All Alcohol Sales for Interim Events (Minimum 31%)

**2030** \_\_\_\_\_% of all Alcohol Sales for Santa Maria Valley Strawberry Festival and Santa Barbara County Fair (Minimum 33%)

**2030** \_\_\_\_\_% of all sales of Food and Non-Alcoholic Beverages all year (Not catering) (minimum bid 26%)

**2030** \_\_\_\_\_% of all sales for Catering all year including the County Fair and Strawberry Festival (minimum bid 19%)

**2031** \_\_\_\_\_% of All Alcohol Sales for Interim Events (Minimum 31%)

**2031** \_\_\_\_\_% of all Alcohol Sales for Santa Maria Valley Strawberry Festival and Santa Barbara County Fair (Minimum 33%)

**2031** \_\_\_\_\_% of all sales of Food and Non-Alcoholic Beverages all year (Not catering) (minimum bid 26%)

**2031** \_\_\_\_\_% of all sales for Catering all year including the County Fair and Strawberry Festival (minimum bid 19%)

## Category Two - Official Bid for Facilities and Capital Improvement Bid Contribution

Facility/Capital Improvements to be determined for each year of the contract and associated dollar amounts committed by the bidder.

Bidders must Bid for each year including option years (minimum bid per year is \$5,000)

Bid \$ \_\_\_\_\_ **2025**

Bid \$ \_\_\_\_\_ **2026**

Bid \$ \_\_\_\_\_ **2027**

Bid \$ \_\_\_\_\_ **2028**

Bid \$ \_\_\_\_\_ **2029**

Option Years

Bid \$ \_\_\_\_\_ **2030**

Bid \$ \_\_\_\_\_ **2031**

The Financial Proposal Bid Form must be completed, signed by an authorized representative and placed in its own sealed package.

Contractor's Name \_\_\_\_\_  
(Full Business Name)

Signature Authorizing Bid \_\_\_\_\_

Print Name \_\_\_\_\_

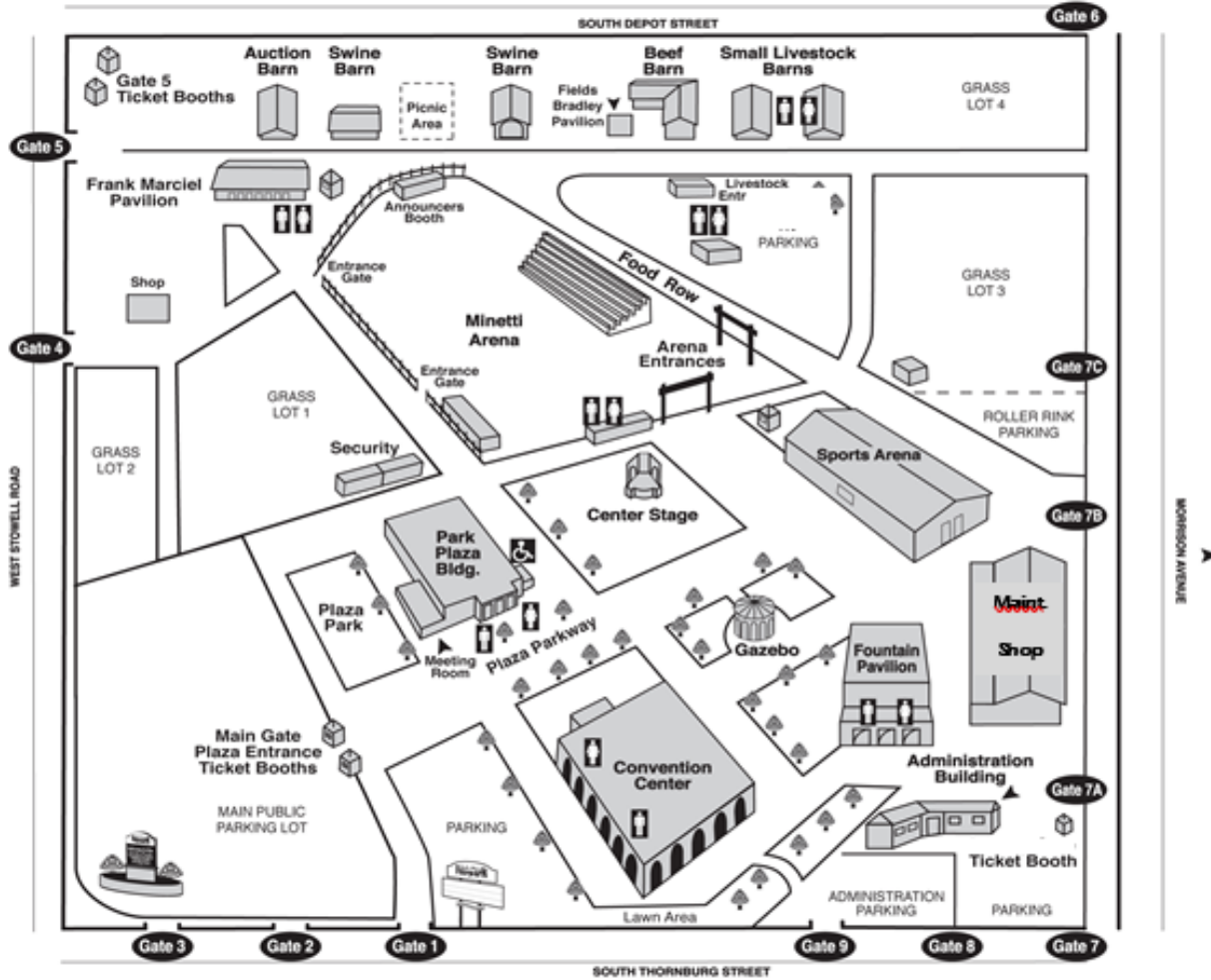
Date \_\_\_\_\_

- By its signature of this proposal form, the bidder certifies that he/she has read and understands the RFP package including the information regarding bid protests. Further, the bidder certifies that the information provided by the bidder is accurate, true, and correct, and not intended to mislead the 37th DAA in any manner. **One original and Four copies are required of the form for submission and placed in its own sealed envelope labeled "Financial Bid Form".**

## PART IX

**Exhibit A**  
**Santa Maria Fair Park Map**

# SANTA MARIA FAIRPARK

**CONVENTION CENTER**

All Doors 6' Wide  
 Roll-up Door 12' Wide x 10' High  
 Size: 14,175 Sq. Ft.  
 Free Span Building

**CAPACITY:**

2,025 Standing  
 1,566 Seated Theater Style  
 950 Seated Banquet Style

**CEILING HEIGHTS**

16' 3" To Bottom of Lights  
 18' 3" To Beams  
 23' 4" From Center to Roof

**PARK PLAZA BUILDING**

All Doors 6' Wide  
 Roll-up Door 14' Wide x 12' High  
 Size: 12,600 Sq. Ft.

**CAPACITY:**

1,800 Standing  
 1,400 Seated Theater Style  
 840 Seated Banquet Style

**MINETTI ARENA**

340' Length x 124' Width  
 Size: 42,160 Sq. Ft.

**SEATING**

Grandstand.....1,728  
 Bleachers.....675  
 Box Seats.....500  
 Total.....2,903  
 Arena Floor.....3,372 (chairs)  
 Grand Total.....6,275

**Exhibit B**  
**Full Insurance Requirements & CFSA Master Insurance Information**  
**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, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, offices, 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.

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 be not 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, 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 and 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. Worker's 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 shall be maintained for contracts involving medical services.

e. Liquor Liability – Liquor Liability coverage with limits of not less than \$1,000,000 per occurrences 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 the 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 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 that 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: 91) 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 93) 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 Policies – Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Service 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.



## CFSA MASTER INSURANCE LIST

Are you a vendor, commercial exhibitor, concessionaire, or entertainer that works at multiple California fairs each year? Then the California Fair Services Authority Master Insurance List is one of the most important tools you can have in your fair contracting toolbox! By submitting a single Certificate of Insurance (COI) to CFSA each year, you can simply provide your CFSA MIL # on California fair contracts as your proof of insurance! One COI, once a year, that's all it takes!! And it's free!!

To become a CFSA Master Insurance List member, please email a signed original COI (the ACORD form is acceptable, see attached sample), 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.
3. Coverages:
  - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fair time Kiddie Carnival Rides of up to 6 rides, Concerts with over

1776 TRIBUTE ROAD, SUITE 100  
SACRAMENTO, CA 95815

PHONE: (916) 921-2213 | FAX: (916) 646-1238

WWW.CFSA.ORG



5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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

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

It is the responsibility of each Master Insurance List participant to provide CFSA the proper Certificate of Insurance every year, upon renewal, in order to maintain your CFSA MIL #. CFSA will **not** notify you of an approaching coverage expiration date. For questions about this highly popular program, please contact CFSA Risk Analyst Mario Castagnola at 916-263-6145 or [mcastagnola@cfssa.org](mailto:mcastagnola@cfssa.org).

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