



37th District Agricultural Association

(AKA 37th DAA)

Request for Proposal Package

Carnival Operation for Santa Barbara County Fair and the Santa Maria Valley Strawberry Festival

RFP #: 08C - 2025

Released: Wednesday, April 23, 2025

**Sealed bids must be received no later than 4:00 PM,
Friday May 23, 2025**

**Clearly marked Carnival Operation for Santa Barbara County Fair and Strawberry Festival
RFP#: 08C - 2025**

Submit Proposal to:

Cheryl McGray
Interim - Chief Executive Officer
Santa Maria Fairpark
ceo@santamariafairpark.com

Communication regarding this RFP for the 37th DAA is to be directed to Michael Bradley, Management Consultant and only in writing at mhbproductions56@gmail.com. Please do not attempt to contact any other person concerning this RFP. Oral communications of 37th DAA, officers and employees concerning the RFP shall not be binding on the 37th 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.

TABLE OF CONTENTS

	PAGE
I. DEFINITIONS	1
II. GENERAL INFORMATION	2
III. RULES GOVERNING COMPETITION & TECHNICAL EVALUATION	8
IV. SCOPE OF WORK & REQUIRMENT	11
V. EVALUATION, SELECTION & SCORING PROCESS	31
VI. FORMAT & CONTENT REQUIRMENTS	35
VII. FORMS SECTION	37

PART I

DEFINITIONS

BIDDER/PROPOSER:	The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
CONTRACTOR:	Refers to the Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably.
EVALUATION & SELECTION COMMITTEE	Refers to the "Committee" chosen by the Fair to evaluate and score proposals received.
DGS:	Refers to the "Department of General Services", State of California, location 707 Third Street, 7 th Floor West Sacramento, CA 95605 Attention: Office of Legal Services
ASSOCIATION OR DAA:	Refers to the 37 th 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. Association located at: 937 South Thornburg Street Santa Maria, CA 93458
FAIR:	Refers to the Santa Maria Fairpark
F & E:	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
QUALIFIED:	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.
RFP:	Request For Proposal.
FESTIVAL	Refers to the Santa Maria Valley Strawberry Festival produced by the DAA
RESPONSIVE:	Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive".

PART II GENERAL INFORMATION

A. REQUEST FOR PROPOSALS (RFP)

The 37th District Agricultural Association, in releasing this RFP intends to award a contract for a period of three (4) years (2025, 2026, 2027 and 2028) with one (1) one year (2029) option for the purpose of providing a high-quality carnival operation. The Optional year will be exercised independently and at the sole discretion of the 37th DAA.

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.

C. DELIVERY OF PROPOSALS

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

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

- Proposals shall be limited to 50 pages (plus cover sheets and RFP required forms)
- One sealed package-containing three (3) copies of the technical proposal and labeled with the bidder's name, the RFP number and the words "Technical Proposal". (For additional details, see Part VI.)
- One sealed package containing three (3) copies of the financial proposal bid form and labeled "Financial Proposal Bid Form". (For additional details, see Part VI.)
- Both sealed packages must be placed in a third package with the bidder's name on the outside addressed as follows:

RFP # 08C-2025

Carnival Operation for Santa Barbara County Fair and Strawberry Festival

Interim - Chief Executive Officer

37th District Agricultural Association

937 South Thornburg

Santa Maria, CA 93458

All proposals must have original signatures, and be submitted to the Fair's Administration Office, no later than **Friday, May 23, 2025, at 4:00 PM**. 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.

D. CONTRACT AWARD

If the proposal is not automatically rejected as described in this document, then each bidder’s technical proposal is evaluated and scored by the Committee who utilizes the score sheet described in Part V. Subsequently, the “Financial Proposal Bid Forms” will be opened and scored. Small Business Preference will be computed where applicable.

If a contract is awarded, it shall be granted to the responsible bidder who submits the proposal with the highest final score. Prior to the Board awarding a contract, the Fair shall post a **“Notice of Proposed Award”** at the administration office for five (5) calendar days. In addition, a copy of the notice will be mailed to each bidder. Upon the expiration of the five-day posting period (close of business on the fifth calendar day), if no protest has been filed, the contract is awarded. If a protest is filed prior to the contract award, the contract shall not be awarded until the protest has been withdrawn by the bidder or rejected by the Department of General Services.

E. TENTATIVE SCHEDULE

RFP Released	Wednesday, April 23, 2025
Proposals Deadline 4:00 PM	Friday, May 23, 2025
Oral interviews (if Necessary)	Tuesday, May 27, 2025
Financial Offer Scoring	Tuesday, May 27, 2025
Post/e-mail “Notice of Proposed Award”	Wednesday, May 28, 2025
Protest Deadline 5:00 PM	Wednesday, June 4, 2025
Proposed Contract Commences	Friday, June 6, 2025

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 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 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 there is a partnership, the signing partner must indicate whether a limited or general partner.

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

No carnival operator will be eligible to be awarded a contract with the Fair unless said operator has submitted required insurance documentation to CFSA and been approved for placement on the CFSA Carnival Master Insurance List prior to the bid due date; or alternatively, submitted all required insurance documentation for operation at this particular Fair to CFSA well in advance of the Fair's proposal due date, to ensure that these documents are reviewed and approved. The carnival operator awarded the contract shall ensure that they are on the CFSA Carnival Master Insurance List or have CFSA approval of the required insurance documentation for each year of the contract prior to carnival set up, during Fair time and Festival operation and during carnival take down. For information on the carnival Early Qualification List process, contact F&E at (916) 263-2955.

I. HISTORY AND GENERAL BACKGROUND INFORMATION

(Provided to assist bidder in responding)

The 37th 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 in 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.

37th 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.”

37th DAA Mission Statement

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

DAA Goals and Objectives

- The 37th District Agriculture Association (Association or Fair) is looking for aggressive marketing and promotional partners to assist in executing the organization’s *Strategic Plan – Vision 2030*. Our Carnival Partner will be a key participant.
- The DAA desires an innovative company that strives for an active carnival with vision and creative ideas to promote pre-sale, discount programming and value packages to stimulate and realize an increase in annual gross numbers is desirable.
- The carnival shall submit projects/equipment which will enhance efficiency, functionality, appearance or performance of operations during the Fair, Festival and interim events.
- The Association is interested in creating unique, mutually beneficial business partnerships with our partner, the Carnival operator, which provides for growth, relevance and improved financial performance of the County Fair, the Strawberry Festival, year-round usage of the facility and enhance revenue opportunities for the Carnival.
- Customer Service, Extraordinary Experiences, and Safety measures for patrons and participants are primary elements of importance to our programs and facilities and the DAA will work with the successful proposer to identify and share in support of improvements.
- The DAA is open to possible event date options or modifications when business opportunities present the best ROI.
- An additional goal of the DAA is to have the Carnival Partner assist in maintaining and upgrading the quality of the property and facilities for patrons by investing in mutually beneficial Capital Improvement Projects.

County Fair Dates based upon current operations:

2025	July 9-13
2026	July 15-19
2027	July 14-18
2028	July 12-16
2029	July 11-15
2030	July 10-14

Total County Fair Attendance:

2018	120,629
2019	108,615
2022	65,242
2023	74,605
2024	65,039

Total Gross Carnival Revenue County Fair:

2022	\$701K
2023	\$709K
2024	\$612K

County Fair Discount Admission Charges:**2024**

Adults (12 and over)	\$16.00
Youth (6 – 11)	\$14.00
Seniors (62 and over)	\$14.00
Children (5 and Under)	Free

2025 Admission Charges for Fair are anticipated to be the same as 2024.

County Fair Opening and Closing Typical Schedule for public access:

Wednesday & Thursday	3:00PM – 10:00PM Admission Gates
Wednesday & Thursday	3:00PM – 12 Midnight Carnival
Friday through Sunday	12:00PM – 10:00PM Admission Gates
Friday through Sunday	12:00PM – 12 Midnight Carnival

Special County Fair Days Historically:

Wednesday – 5 Before 5 - \$5 admission for all before 5:00PM
 Thursday – Seniors Appreciation Day – \$5 admission for seniors (62 and over) before 5:00PM
 Friday – Agriculture & Cattlemen’s Appreciation Day – Free admission for youth (6-11)
 Saturday - Military and Law Enforcement Appreciation Day – Military and Law Enforcement members (with valid ID) receive free admission for ID holders only.
 Sunday – Fiesta Day – Hispanic theme entertainment

Santa Maria Valley Strawberry Festival

Dates for 2025 Santa Maria Valley Strawberry Festival are: April 25 – April 27.

Similar Dates for 2026 – 2029. (**Please Note:** Dates may shift slightly in the future depending upon the Strawberry farming production and harvest as well as potential dates that could improve business opportunities for the DAA , the Community, our Partners and the Carnival operator).

Total Strawberry Festival Attendance:

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

Strawberry Festival Opening and Closing Typical Schedule for public access:

Friday through Sunday	12:00PM – 10:00PM Admission Gates
Friday through Sunday	12:00PM – 12 Midnight Carnival

2024 Strawberry Festival

Pre-sale Carnival Wristband (one day) \$39
 Pre-Sale Carnival Season Pass \$92

Carnival Gross Ride for Strawberry Festival

2022	\$321K
2023	\$280K
2024	\$287K

2025 Special Offers For The Strawberry Festival

Friday, April 25th = Senior (62+) FREE admission ALL DAY
 Saturday, April 26th = Youth (6-11) \$6.00 admission ALL DAY
 Kids (5 and under) FREE EVERYDAY

2025 Discount Presale Tickets (3/21 - 4/21)

Adult (12-61) \$14.00
 Youth (6-11) \$ 12.00
 Senior (62+) \$ 12.00
 Season Pass (all ages) \$34.00
 Carnival Daily Unlimited Ride Wristbands \$ 40.00
 Carnival 3 Day "Golden Ticket" Unlimited Rides all 3 days \$92.00

Note that this Bid establishes the proposer's intent for providing a Carnival for the Strawberry Festival beginning in 2026.

Key DAA Staff:

Cheryl McGray	Interim CEO
Michael Bradley	Management Consultant

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 two (2) below. Clarifications, if issued, will be given by written notice to all parties to whom the DAA has 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. 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.

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

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

4. 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.

5. **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.
- 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.

6. **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.

7. **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, 7th 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 (5) working days from notice of the proposed award being posted and, in no event, later than 5:00 PM on the fifth (5th) 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 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.

PART IV
SCOPE OF WORK AND REQUIREMENTS AND CONTRACT TERMS AND CONDITIONS

This Part IV describes the work to be performed by the bidder who is awarded this contract and contains terms and conditions which shall be incorporated into and become a part of any contract awarded pursuant to this RFP. ***The contract awarded pursuant to this RFP will also contain the “Standard Contract Terms and Conditions” (SCTC), F-31 Form which will be incorporated into and made a part of the contract.*** All terms and conditions are fixed and non-negotiable.

The Association desires a contractor who will provide outstanding Carnival Operation, for the Annual County Fair, for the Annual Strawberry Festival and for Non-Fair events throughout the year while actively assisting the management in their marketing efforts.

The Board of Directors of the 37th District Agricultural Association, in releasing this RFP, intends to award the resulting contract for a five (5) year period beginning 2025 for the purpose of carnival operation. The actual contract is set for 2025 – 2028 with 2029 being The Fifth Year and therefore 2029 shall be a renewal option year for extension of the contract with renewal option at the sole discretion of the 37th DAA.

Note that this Bid also establishes the proposer’s intent for providing a Carnival for the Strawberry Festival beginning in 2026 and continuing for all years through 2028 with 2029 being a renewal option year of the contract **with renewal option at the sole discretion of the 37th DAA.**

(For multi-year contracts, certification of satisfactory performance is required at the end of each year as a justification for continuation of the contract.)

The Selected Carnival Operator will be open for operation for the 2025 Santa Barbara County Fair starting at 10 AM, Tuesday July 8, 2025, for VIP, special groups and media programming.

Unless specifically noted, all requirements of the RFP and resulting contract shall apply to Carnival operations for both the Santa Barbara County Fair and the Santa Maria Valley Strawberry Festival.

1. The Contractor shall provide a fully operational carnival including quality rides, games, shows and food and beverage concessions. Each ride must have a current permit to operate issued by the California Division of Industrial Safety under the provisions of the California Labor Code Section 7906 before they are placed in operation of the Fair.
2. The Association may, in its discretion, permit the substitution or addition of rides or shows from those listed in the Contractor’s Proposal provided said request is made and approved in writing. Each such request must be presented to Fair Management at least thirty (30) days before the beginning of the Fair.
3. The Association may also, in its discretion, permit substitutions of rides, games, or shows destroyed or damaged beyond immediate repair by reasons not within the reasonable control of the contractor, such as riots, war, civil disturbance, fire, flood, laws, or transportation accidents.

4. With emphasis on safety and the utilization of maximum hourly ride capacity and popularity, Contractor agrees to provide carnival setup that will become a valuable and safe experience for guests and provide revenue for both parties.
5. **Carnival Attractions, Rides, Games, Food and Beverage for the Annual Santa Barbara County Fair starting in July of 2025.**

Rides: Contractor provide a **list and the number of all rides that can be displayed in the first year.**

A Minimum of thirty-two (32) rides shall be supplied.

- a. Ten (10) Spectacular Type Rides, such as: Zipper, Drop Tower, Kamikaze, Wave Swinger, Insomniac, Olympic Bobsled or equivalent.
 - b. Eight (8) Major Type Rides, such as: Scrambler, Black Widow, Avenger, Tilt a Whirl, Bumper Cars or equivalent.
 - c. Fourteen (14) Kiddie Type Rides, such as: Cub Swing, Baja Buggies, Dizzy Dragons, Merry Go Round, circus train or equivalent. This group shall include at least four (4) Mini Kiddie Type Rides.
 - d. Contractor shall, on an annual basis, submit a complete equipment list of mechanical ride devices listed by name of manufacturer and year of manufacture and a complete list and description of games and concessions is to be presented to the Association. Included will be a complete list stating ride prices. Based upon a personal inspection, the number, type and quality of attractions provided by the Contractor must be acceptable to the Association and provide actual date availability.
 - e. **Game Concessions:** A Minimum of fifteen (15) game booths with a max of thirty (30) shall be provided. The final number of games to be supplied will be mutually agreed upon.
 - f. **Food Concessions:** A Maximum of four (4) Food & Beverage concessions and/or floss wagons shall be provided. **The DAA will allow a fifth stand that sells lemonade products within the footprint.** Type and location to be approved annually by Fair Management. No more than two (2) of these stands shall provide sale of "full meal" options (meal combos) on the menu such as Sandwiches, BBQ, Italian, Mexican, Asian or other full meal combos. Soft drink and all other beverage containers must be approved by the Association. No soft drinks to be served in anything other than plastic or paper cups. The DAA's official water and soda products must be the sole soda and water items for sale.
6. **Carnival operation space provided by Association for the Santa Barbara County Fair:** The Carnival shall perform the services required under this contract solely within the confines of the designated carnival areas. Contractor is not authorized to conduct any activities other than those specified in the agreement. See attachment Exhibit B for a map of Fairpark.
 - a. The DAA shall provide the contractor with a plot plan showing the space available for carnival operations each year.
 1. The Association shall provide the following locations, and square footage estimates for the annual Carnival full operation and services (all elements combined).

2. It is understood by both parties that the Kiddie Carnival shall be clearly defined separately from the Main Carnival. Layout and theme locations shall be submitted by Contractor as outlined in this agreement and approved by the Association's CEO. Location of Main Carnival and Kiddie Carnival shall be mutually beneficial to both parties. During the duration of the agreement the allotted total approximate square footage will remain as outlined in the first year, however additional space offered to the Contractor may increase in subsequent years. Each operating year will be taken on a case-by-case basis in terms of space expansion or reduction, however the minimum square footage outlined in the first year will remain the same for the duration of the contract. Detailed identification of spaces will be provided by the Association including actual borders. Optional locations offered in 2025 will again be taken on a case-by-case basis and in future years.
3. The Carnival space provided is as follows:
 - a. **Lot 1 – Grass area near front of Fair and bordering the Minetti Arena and Security Complex – total estimated square footage is 101,000 square feet.**
 - b. **Lot 1A near the main gate – A hard surface and grass area (cement/dirt/asphalt/grass/trees) located adjacent to Lot 1 space adjacent to the Park Plaza Building – total estimated square footage is approximately 8,500 square feet.**
 - c. **Lot 3 – Grass and asphalt area near Sports Arena and across from Gate 7C and Gate 6. Total Square Footage is 85,600 square feet.**
 - d. **Note that Lot 4 is not available for usage of any kind.**
 - e. **Total outdoor square footage available to Carnival is 195,100 square feet (approx. 4.5 acres)**
4. Potential Option: One to three additional rides may need to be placed adjacent to the inside of the main gate on the south side. Exact location TBD. Ride type TBD and this is an option for one-year 2025. Future years will be considered. See fairgrounds map.
5. A Potential option may exist in 2026 (or future years) for an expanded Outdoor Area adjacent and south of the Carnival Lot 3 grass which is West of Food Row and bordered by Horse Barns on the far west side. This large grass area would include the west 1/3 of the grass area and is approximately 7,500 Sq ft.
6. The Dates of the County Fair are traditional dates based upon several factors. The Board of Directors of the DAA will consider alternate dates, modified dates or extended dates when economically beneficial to the DAA, our partners, exhibitors, the Carnival operator and the Community.
7. **Special Attractions as Additional and Optional Locations for Carnival Operation within “indoor” or temporarily covered (tent) space during the County Fair.** The DAA is interested in considering additional Carnival operations beyond the outdoor allotted space. Consideration based upon a “brief description” of bidders proposed programming for these spaces will be considered for 2025 and beyond. Bidders’ “brief descriptions” must be submitted within the RFP. All programming and content of these spaces shall be approved by the DAA.

- A. The Sports Arena is an indoor complex on the property representing approximately 24,000 sq ft. It could be made available for Carnival operations during Fair dates if the building is available. As it relates to this RFP, the building is available during the dates of the 2025 County Fair and the DAA is desirable of the Carnival partner potentially operating an amusement ride themed program within the space. If the space is utilized, it would require some floor protection/ modification being provided by the Carnival. Regardless of the programming provided, the building would need to be returned for use to the DDA in the same condition as it was originally provided. The turnaround time from building availability for loading in and to load out is relatively short. For maximum efficiency, an industrial roll up door should be installed for access. An additional Food and Beverage Stand will be considered for this location (same rate as other Carnival food stands). The DAA will consider a "Brief" concept for usage of the building within this proposal and the concept should include changing the theme and attractions within the building each year. Bidders should consider multiple year options. Bidder should arrange for a site visit to inspect the building prior to Bids being submitted.

When approved for programming in any year, all guests will be provided with access to rides and attractions with a Carnival wristband or Carnival tickets. The County Fair Ride Commission % for the overall bid for the given year shall apply for calculating payment on the gross.

- B. **Tent Attraction Space:** The DAA will also consider a "Brief" concept submitted within the RFP for an attraction produced by the Carnival in a tent structure outside of the Carnival's physical outdoor footprint provided for in this RFP. Tents and proposed attractions must be provided by the Carnival operator and approved by the DAA. Approximate Additional Square Footage available is 3600 – 5,000 Sq. Ft. under tent(s).

When approved for programming in any year, all guests will be provided with access to rides and attractions with a Carnival wristband or Carnival tickets. The County Fair Ride Commission % for the overall bid for the given year shall apply for calculating payment on the gross.

- 8. OFF Site Parking during County Fair:** The DAA is committed to dedicating the Carnival operation enough space to operate efficiently and not utilized as a storage location. As a result, several types of equipment and rolling stock items must be parked off site. The DAA will provide this location for Contractor use. Typical items include Semi Tractors, Vehicles not in use, flatbed trailers, empty/dead trailers, storage containers and trailers utilized for secure enclosed storage and any other equipment that is not absolutely required to be within the Carnival operation location during event dates. This results in the following impact: A more efficient use of the allotted footprint within the allocated space for attractions of the Carnival; Lot 4 not being utilized by the Carnival and a portion of Lot 1 previously used by the Carnival opening up for additional public/vendor parking. Should the cost of providing such off-site space become cost prohibitive, the DAA will negotiate off-site fees with the contractor and the contractor will be responsible for those fees each year.

7. Carnival Attractions, Rides, Games, Food and Beverage for the Annual Santa Maria Valley Strawberry Festival in the Spring (Contractor starts operation in 2026)

a. **Rides:** Contractor to provide a **list and the number of all rides that can be displayed in the first year.**

A minimum of twenty-two (22) rides shall be supplied with at least.

1. Seven (7) Spectacular Type Rides, such as a Zipper, Drop Tower, Giant Wheel
2. Seven (7) Major Type Rides, such as a Ferris Wheel, Tilt A Whirl, Merry Go Round, Dark Ride, Sizzler, Four by Four, etc.
3. Eight (8) Kiddie Type Rides, such as Baja Buggies, Dizzy Dragons, etc. The event should have the traditional Strawberry Theme ride.

b. Contractor shall, on an annual basis, submit a complete equipment list of mechanical ride devices listed by name of manufacturer and year of manufacture and a complete list and description of games and concessions is to be presented to the Association. Included will be a complete list stating ride prices. Based upon a personal inspection, the number, type and quality of attractions provided by the Contractor must be acceptable to the Association and provide actual date availability.

c. **Game Concessions** - Contractor shall supply a minimum of (12) and a maximum of Twenty (20) game concessions. The final number of games to be supplied will be mutually agreed upon.

d. **Food Concessions:** A Maximum of three (3) Food & Beverage concessions and/or floss wagons shall be provided. Type and location to be approved annually by Fair Management. No more than two (2) of these stands shall provide sale of "full meal" options (meal combos) on the menu such as Sandwiches, BBQ, Italian, Mexican, Asian or other full meal combos. Soft drink and all other beverage containers must be approved by the Association. No soft drinks to be served in anything other than plastic or paper cups. **The DAA will allow a fourth stand that sells lemonade products within the footprint.**

e. **Carnival operation space provided by Association for the Strawberry Festival:** The DAA shall provide the contractor with a plot plan showing the space available for carnival operations each year.

The Association shall provide the following locations, and square footage estimates for the annual Carnival full operation and services (all elements combined). See attachment Exhibit B for a map of Fairpark.

1. It is understood by both parties that the Kiddie Carnival shall be clearly defined separately from the Main Carnival. Layout and theme locations shall be submitted by Contractor as outlined in this agreement and approved by the Association's CEO. Location of Main Carnival and Kiddie Carnival shall be mutually beneficial to both parties. During the duration of the agreement the allotted total approximate square footage will remain as outlined in the first year, however additional space offered to the Contractor may increase in subsequent years. Each operating year will be taken on a case-by-case basis in terms of space expansion or reduction, however the minimum square footage outlined in the first year will remain the same for the duration of the contract. Detailed identification of spaces will be provided by the Association including actual borders.

2. The Festival Carnival space provided is as follows:
 - a. **Lot 1 – Grass area near front of Fair and bordering the Minetti Arena and Security Complex – total square footage is approximately 98,000 square feet.**
 - b. **Lot 1A near the main gate – A hard surface and grass area (cement/dirt/asphalt/grass/) located adjacent to Lot 1 space adjacent to the Park Plaza Building – total square footage is approximately 8,500 square feet.**
 - c. **The total estimated outdoor square footage available to the Carnival is 106,500 square feet (approx. 2.6 acres)**
 - d. Note: As Festival attendance increases, the size of the Carnival including rides, games and Food and Beverage operations will be expanded under mutual agreement between both parties.
 - e. The Dates of the Festival are traditional dates based upon several factors including but not limited to Strawberry Harvest in the Santa Maria Valley. The Board of Directors of the DAA will consider alternate dates, modified dates or extended dates when economically beneficial to the DAA, our partners, the Strawberry Industry, exhibitors, the Carnival operator and the Community.

3. **OFF Site Parking during the Festival:** The DAA is committed to dedicating the Carnival operation enough space to operate efficiently and NOT as a storage location. As a result, several types of equipment and rolling stock items must be parked off site. The DAA will provide this location for Contractor use. Typical items include Semi Tractors, Vehicles not in use, flatbed trailers, empty/dead trailers, storage containers and trailers utilized for secure enclosed storage and any other equipment that is not absolutely required to be within the Carnival operation location during event dates. This results in the following impact: A more efficient use of the allotted footprint within the allocated space for attractions of the Carnival; Lot 4 not being utilized by the Carnival and a portion of Lot 1 previously used by the Carnival opening up for additional public/vendor parking. Should the cost of providing such off-site space become cost prohibitive, the DAA will negotiate off-site fees with the contractor and the contractor shall be responsible for those fees each year.

8. The Association reserves the right to change the location of carnival areas on the fairgrounds for the County Fair or the Festival as conditions may dictate, however, such a change must be for the overall benefit of the Fair.

9. **The Dates of the County Fair and the Festival are traditional dates based upon several factors. The Board of Directors of the DAA will consider alternate dates, modified dates or extended dates when economically beneficial to the DAA, our partners, the Carnival operator and the Community.**

10. A Draft Layout of the main carnival, the kiddie carnival, concessions, games, and/or other approved areas must be submitted to the Association by Contractor not **less than ninety (90) days prior to the opening day** of each annual county fair and the same for the Festival during the term of this contract. The Contractor shall present a diagram showing the layout and description of all attractions of any kind, benches, offices, ticket booths, maintenance/service trailers, carnival employee compound/housing areas and be complete with a schedule of arrival days and set-up times.

11. The annual list of Carnival Rides/Games and Food Stands for both the Festival and the County Fair must be submitted to the Association, at least **sixty (60) days in advance of opening**, and shall include a complete list stating ticket prices for rides, games and concessions. The contractor shall not change any prices or coupon designations without prior notification and written approval of the Association. No attractions shall operate without charge for use or admission without prior written approval of the Association.
12. Contractor will be required to submit a final layout of all locations **thirty (30) days** prior to the County Fair and the Festival opening day each year to the Association.
13. The Contractors' "current list of Ride Inventory" (including duplicate rides) must be identified by the ride categories, meet current industry standards and class definitions and have actual availability for the Association dates.
14. **Ride Subcontractors:** If subcontractors are used during the term of this contract, Contractor must notify Fair Management, and Fair Management must approve the use of the subcontractor in writing at least ten (10) days prior to the opening date of the Fair. Regardless, Contractor may not violate the required ownership of seventy-five percent (75%) of the rides used in the carnival areas at any time during the term of the agreement. Association reserves the right to reject Contractor's use of any subcontractor.
15. The final number and specific type of rides for the County Fair and Festival in all three categories is to be supplied annually and is to be mutually agreed upon. This may vary for the duration of the agreement. The Carnival will work with the Association to prevent the duplication of rides/special attractions.
16. **Ride Substitutions**
Contractor may request to provide substitute rides for those listed in the Contractor's proposal provided said request is approved in writing. Each such request must be presented "in writing" to Fair Management at least ten (10) calendar days prior to the opening of the Fair or Festival.
17. **Food & Beverage: Thirty (30) days prior** to opening or upon request, Contractor will furnish Association with a list of all menu items, sales prices and other charges of any kind whatsoever to be charged by the Contractor for all food and beverage items per stand. All menu items and pricing are subject to approval by the Association.
18. **Food & Beverage:** Contractor will post in a conspicuous manner at the front entrance to the food and beverage concessions, professional signage showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by the Association.
19. **Food & Beverage:** All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public.
20. **Food and Beverage:** Contractor will ensure all food concession supervisory personnel are SERV Safe Program certified.
21. **Food and Beverage:** 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.

22. **Food and Beverage:** The contractor shall obtain all necessary permits and licenses required to operate food and beverage at the venue.
23. **Food and Beverage:** Contractor shall adhere to all policies and procedures required of any Food Concessioner and the contents of related Vendor/Concessionaire handbook of requirements on the property.
24. **Food and Beverage:** All food concessions must be setback from the main roadway and carnival area boundaries no less than 10' (ten feet).

25. Limitations on Sales/Concessions

- a. No pony rides or other attractions and activities shall be booked by the carnival without the prior written consent of Fair Management.
 - b. Association contracts on a regular basis with a limited number of "special attractions" outside the carnival areas. These "special attractions" may include but are not limited to youth activities, tech exhibits,, foot massagers, equipment dealers, rock climbing walls, bungee jumps, pony rides and stroller and/or wheelchair rentals. The contractor shall neither be responsible for nor share in the proceeds of these attractions.
26. The quality of the show is expected to improve each year of the contract. Contractor to provide midways that include plants, flowers, flags, banners, decorative signage, shaded seating, and benches. Contractor to provide professional site screen, fencing or other agreed upon systems that obstruct the public view of "back of house" storage, working, maintenance, equipment, service, housing or other nonpublic areas.
27. The contractor shall provide all personnel and management expertise.
28. Concrete management philosophies, practices, and policies shall be used to ensure professional personnel actions during execution of the contract.
29. Carnival management shall operate in a manner that enhances the Fair in the eyes of the patrons.
30. **Key Leadership of Carnival Operation-** Contractor must maintain at least one representative who is authorized to take immediate action and make key decisions on behalf of Contractor upon any request of Fair Management at all times that contractor's property is in operation on the Fairgrounds. This person must be identified to the Association as the contractor's authorized representative. Further, the Contractor must provide a list of key personnel for the operation, their contact information, title and industry experience on an annual basis.
31. It is agreed and understood by the parties that the physical, on-site presence of the current Owner or approved Owner's Representative of Contractor's carnival company is necessary for this agreement. In the event that Contractor's carnival company is sold to a third party and/or the current owner(s) should cease to be active in the management and operation of the named carnival company for any reason during the entire term of the agreement, the Association, at its sole option, shall have the right to terminate the agreement by giving thirty (30) days written notice to Contractor. It is further agreed that the rights and responsibilities of Contractor provided herein may not be assigned, sold, transferred or otherwise disposed of, without prior written approval of Association.

32. All staff provided by Contractor shall be uniformly dressed in clean show shirts with a logo. All shirts must have collars and be tucked in at the waist.
33. All staff provided by Contractor will wear clean uniform dress slacks, trousers, or dress shorts. No cutoffs, rag bottoms or rips on materials will be allowed.
34. All staff provided by Contractor will be required to have neatly groomed hair and appearance. Any facial hair must also conform with a groomed look as well.
35. All staff operating equipment (forklifts, carts, man lifts etc.) will be trained and certified to operate such equipment. Contractor will provide proof of training/certification upon request of the Association.
36. **Drug Testing:** Contractor shall provide a mandatory pre-employment drug testing program for all carnival employees. The drug testing program shall be credible, providing reliable results on a prompt basis, be conducted on all personnel and involve random drug testing. Contractor shall maintain a zero-tolerance drug policy for its employees and shall make the Association aware of the policy and practices in writing.
37. **Hours of operation:** All games, rides, concessions, shows and attractions shall open on time. County Fair hours vary as do those for the Strawberry Festival. The DAA will provide these hours of operation annually for both events. The Carnival must be open when the event is open to the public. These times may vary during future Fair dates. All carnival operations shall cease each night no earlier than 10:00PM and no later than 12:00AM (midnight), unless determined by the Fair CEO (or their designee) that an earlier closing time is necessary for public health or safety.
38. **Hours of operation fine:** Contractor will pay to the DAA \$2,000 per hour or any fraction of an hour that the carnival remains open after 12:00AM (midnight). Carnival shall be deemed open as long as one (1) ride is operating. The same fine shall be imposed at \$500 per hour or any fraction of an hour for not opening on time. Opening shall be at 100% operating (unless otherwise approved by the Association CEO). Fees will increase by 10% each year.
39. There shall be limited, if any, down time for any rides, games or concessions. Refer to **Failure of Ride Operation Penalty**.
40. A clean and exceptional appearance of operation shall be maintained at all times. Rides, games and concessions should have a clean appearance, fresh or new paint, all lights in working order, all equipment or storage areas covered and out of sight of Fairgoers.
41. All signage at the Carnival shall be of professional quality. Type, size of signs, sign type and size will be limited to those needed for the conduct of business (i.e. informational, ride prices, safety, directions, food, information, etc.). Signs will be professionally prepared, approved, if necessary, by Fair Management and posted in the related usage area and shall be proportionate in size to their purpose.
42. Each ride must have professional signage designating the number of tickets required to ride as well as any restrictions, requirements, wristband information for riders or any ride-related information.

43. **Contractor shall make SAFETY its number one concern at all times.** Contractor shall perform the carnival operation in a manner which will ensure the safety of DAA employees and agents; contractor employees, agents, and sub-contractors; and the Fairgoers.
44. This Association takes pride in the safety of its patrons. A CFSA Safety team will be utilized to inspect the fairgrounds prior to the opening of the Fair. Other Carnival safety inspections conducted by professionals within the Carnival and amusement ride industry may also be called upon for additional safety inspections and collaboration. The contract with local law enforcement and private security will enhance the public appearance and implementation of a caring and safe environment. We expect our carnival to share these respected values.
45. Contractor to provide Association with a copy of OABA Quality Assessment Audit results on an annual basis including any certification received or declined. The report must be no older than 24 months.
46. Contractor shall arrange the assigned areas for carnival operation so as to protect the public from any dangerous conditions.
47. Contractor will Not be allowed to open until all the preliminary requirements herein set forth have been complied with.
48. Contractor shall establish procedures to ensure reasonable security of all rides, games, concessions, and equipment when not in use so that no attractive nuisance or negligent condition exists.
49. **Open for business:** All rides, games, shows, and concessions shall be in place and ready to open and operate for the public at 3:00PM on Wednesday July 9, 2025, for the County Fair. Tear-down will not begin until after the official closing of the Fair on July 13, 2025. This procedure and schedule will apply each year. The Strawberry Festival historically opens at Noon on the Friday of the annual event so the entire Carnival will be required to open at that time for the Festival duration. Tear-down will not begin until after the official closing of the Festival on Sunday. This procedure and schedule will apply each year.
50. **Access to property-** Contractor will have access to fairgrounds at a minimum of **ten (10) calendar days** prior to County Fair and Strawberry Festival opening date annually. Earlier access will be mutually agreed in writing upon between parties.
51. **Tear down** should be completed within five (5) calendar days after the closing of the Fair or Festival. The contractor will ensure that carnival lots are cleaned free of debris, garbage, supplies and equipment and left as provided no later than five (5) days after the closing of the Fair or Festival. Carnival operator shall establish a tear-down schedule with the Association's CEO which takes into consideration carnival route needs and other events on the fairgrounds following Fair or Festival.
52. **Teardown fine:** If any vehicles or equipment are left on the fairgrounds after five (5) days, they will be subject to a charge of \$100 per day per vehicle or equipment, unless prior approval has been received from Fair Management. Fees will increase by 10% each year.

53. **The contractor is entirely responsible** for the Premises assigned to upon annual arrival at the Fair Park and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Contractor agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.

Contractor Responsibility shall include but is not limited to fence, trash removal/clean up, electrical systems, plumbing, irrigation, sewer, landscape, gas, telecommunication systems, signage and lighting systems, bare soil, building's (Interior and exterior) ; indoor and outdoor venues , other permanent structures, storage areas, road ways, walkways and paths, RV and dry camp areas, parking areas, wayfinding and other signage systems, restrooms, equipment, supplies, grass areas , DG, surface, rock ,gravel and other materials ; Asphalt. cement other hard surfaces etc., Contractor shall reimburse the Association for any loss, damage, theft or for any condition of premises within the Contractor's space(s) that is not equal to or better than the condition when Contractor arrived on premises. Contractor shall guarantee the payment of any damage to Association property, removal of all property and the leaving of the Premises in the same condition in which Contractor took Possession.

54. After the Fair and Festival, the Contractor shall fill all holes in the asphalt caused by Carnival operation to the satisfaction of the Association or be billed accordingly for the services provided by the Association.

55. **RV Space.** RV Space on the property is very limited and will be authorized by mutual consent of the Fair and Contractor. It is anticipated that all RV's for the Carnival shall be within the allotted Carnival space and shall be self-contained. No hook-ups are available. All power must be provided through the use of generators. No tent camping or sleeping in vehicles will be allowed. Anyone remaining on the grounds overnight after noon on the Wednesday following fair or Festival will be charged \$30 per night per RV (i.e. camper, trailer, motorhome). Fair will count units: Contractor will be responsible for payment to the Fair prior to leaving the grounds the Monday following the last day of Fair or Festival.

56. "Pay-One-Price Unlimited Rides", Fast Pass programs, Experience Upgrades other special discounts and Presale

- a. The Santa Barbara County Fair and the Santa Maria Valley Strawberry Festival Carnival "Pay-One-Price Unlimited Ride" admission coupon/wristbands are honored all day on each day during the run of the Fair and the Festival. The DAA reserves the right to limit or change the number of days or hours the "Pay-One-Price Unlimited Ride" admissions are honored.
- b. As stated above, Association reserves the sole right to approve the "Pay-One-Price Unlimited Ride" wristband/coupon price to be charged. Contractor may not increase these prices without prior written approval from Association.

- c. Contractor agrees to work closely with Association in order to ensure the continued success of the Carnival “Pay-One-Price Unlimited Rides” including the Presale program. Contractor is required to furnish all necessary “Pay-One-Price Unlimited Rides” coupons/tickets/wristbands to Association with an official printed ticket manifest by no later than March 1 for the Festival and no later than May 1 for the County Fair of each contract year. The DAA encourages special discount programs and fast pass/don’t wait in line or other Upgrade Experiences for the rides programs and will work with Contractor on those opportunities.
- d. The contractor shall propose pre-sale pricing, discounts and all other Carnival Ride Wristband and Experience upgrade pricing ninety (90) days in advance (or sooner) of opening day (County Fair and Festival) each year. Amounts to be approved by the Association.
- e. Contractor must offer the following promotions at a minimum: Unlimited Ride Wristbands, good any one day of Fair for Unlimited Rides (pre-Fair/Festival advance sale at a discount and Fair time sales).
- f. Pricing structure of discounts, pay one price and promotions shall be mutually agreed upon by both parties.
- g. The contractor shall pay for all printing costs and/or furnish all tickets/coupons/wristbands for all carnival attractions.
- h. Fair Management reserves the right to approve all prices for rides, attractions, games and concessions.

57. Carnival sales and reporting for pre-sale and during event dates

- a. All Presale transactions will be facilitated via the DAA web site online and the approved ticketing company contracted with the DAA. A complete accounting of all POP tickets and other Carnival offerings in Pre-Sale sold online shall be made available to Carnival at the conclusion of the fair, prior to settlement.
- b. The Presale program will begin and end at a mutually beneficial date annually for the County Fair and the Festival. The DAA may determine in cooperation with the Carnival operator Pre Sale end date modifications.
- c. On sale announcement and on sale start date and ending date shall be determined by the Association each year.
- d. The Association or their designated representative(s) will sell all Carnival Pre Sale offerings including “Pay-One-Price”, other Carnival attraction Presale program admissions, discounts or upgrades solely until 11 PM two (1) day prior to the official opening day of the County Fair and the same for the Festival. The actual cut off time for pre-sale may be modified as directed by the DAA

- e. Customers may purchase said wristbands via coupon in advance by accessing the Association web site. All Presale transactions will transpire under the DAA and its designee(s) via the DAA website and the DAA ticketing company partner system. Experience upgrade (or equivalent) and pre-sale discounts/offers shall apply as well. Buyers may also access the Contractors web site for “access” to purchasing said tickets/wristbands however a link to the DAA web site will be the vehicle for purchasing all Presale transactions.
- f. **Contractor Sales after Pre Sale conclude:** The Contractor shall facilitate all on-site Carnival sales after Presale concludes and during the entire dates of the events. This includes “Pay-One-Price” admission sales individual tickets, fast passes, Experience Upgrades and other approved admissions. The Association shall approve any marketing or sales information/marks/logos utilized by Contractor for the purpose of this agreement.
- g. Distribution and exchange of Presale coupons or other proof of purchase confirmations will be honored as payment by Contractor and will be mutually beneficial to both parties. Sponsorship partners engaged in the Pre-sale program will be coordinated through the DAA exclusively.
- h. For all sales other than pre-sale, Contractor will provide at their cost, a state-of-the-art ticket selling system including all necessary equipment to sell cashless tickets/experience upgrades/ wristbands/mobile app or other transaction devices.
- i. Contractor will provide necessary personnel for customer assistance with issues arising from the cashless system.
- j. The Contractor will provide all tickets, wristbands, cashless system equipment, online sales, ticket booths and personnel to sell all ride tickets and wristbands to the general public (includes wristbands, Experience upgrades, and tickets during County Fair and Festival dates).
- k. The Contractor shall provide to the Association all supporting documentation, including the carnival ticket manifest, wristband sales documentation, Experience upgrade sales, and the daily ticket and sales to the DAA.
- l. To ensure accountability over all the carnival revenues after Pre Sale:
 - 1. The Contractor will assume responsibility for the procuring, selling and accountability of all tickets sold after Pre Sale, as well as personnel necessary for public use of rides, games, shows, and concessions.
 - 2. Provide all ticket booths and all personnel to sell ride tickets, Experience upgrade, wristbands, and to operate concessions and games.
 - 3. Fair Management reserves the right to monitor or “shop” all operations of the ticket handling process through employment or use of individuals or by employment of an organization skilled in this profession.
 - 4. The Association shall approve any marketing or sales information/marks/logos utilized by Contractor for the purpose of this agreement.

- m. All attractions operated by the contractor under the contract executed require a specific admission price, which can be translated to an appropriate number of tickets. Each ticket must have a standard monetary value. The admission price for rides or games may not be less than the value of one ticket. Fair may audit ticket money at any time.
- n. For contracts that are financially based upon percentage of ride gross: The carnival contractor shall provide (or make available) all supporting documentation, such as: carnival ticket and wristband manifest and daily ticket sales report to the fair to ensure accountability over the carnival revenues.
- o. The Contractor shall furnish all necessary tickets/coupons / wristband admissions in all denominations necessary for the operation of all carnival attractions. The Contractor agrees to be responsible for the cost of the ticket selling personnel operating within the Carnival, for all pre-sale, and during the operation days of the annual fair. The Contractor also agrees to hire, train and supervise the above-mentioned personnel.
- p. The contractor agrees to provide the previous day's ticket sale report by 4:30 p.m. each day of each year's Fair and Festival.
- q. The DAA reserves the right to review these records for accuracy. Furthermore, the carnival contractor shall be available during fair/festival and after fair/festival time to meet with the DAA to reconcile the carnival ticket sales and complete the final settlement within forty-eight (48) hours after the County Fair or Festival officially closes for the season.
- r. At Carnival settlement, Association agrees to provide a complete carnival Presale settlement sheet with accountability for all coupon/ticket/wristband inventories. **PRE-SALE CARNIVAL RIDE TICKETS/WRISTBANDS SHALL BE CONSIDERED SEPARATELY FOR FINANCIAL PAYMENT TO FAIR BASED ON FINANCIAL PERCENTAGE PROPOSAL.**
- s. It is understood that current technology as well as that developed and available over the duration of this agreement will allow for the intended and desirable, efficient, use of electronic and AI options for customers, the Contractor and the Association.
- t. Contractor shall provide all ticket boxes and ticket booths at no cost to the Association.
- u. Contractor to provide a staffed customer service center (Fair or Festival and on site) at their cost, for guests to provide information, to resolve complaints, receive compliments, questions, appropriate refunds or resolutions, and discrepancies.
- a. The contractor shall provide review and upgrade reports of all sales systems utilized for cashless, cash and online sales to the Association.
- v. The Association reserves the right to perform auditing of operations and sales for any portion of the Carnival operation as defined or required in the performance of requirements within this agreement.

- w. No credit will be given for any credit card fraud that may occur. Any dollars lost on sales due to credit card fraud will not be deducted from the final amount.
58. Contractor will provide a maximum of twenty (20) “honorary” or “guest” passes that allow pass holders and their immediate guests, up to 4 persons total, complimentary carnival rides. The CEO will determine the policy, limits for use and pass holder designation.
59. **COMPLIMENTARY PASSES** • 150 unlimited ride wristbands will be provided to the Association for promotional purposes at no cost to the Association.
60. The contractor shall work closely with DAA Management in developing and carrying out publicity and Marketing for Carnival promotions. Promotions must be mutually agreed upon between Contractor and the DAA.
61. **Other Promotions/Promotions** – Association is open to multiple options for promotional programs, marketing methods and innovative opportunities that benefit both parties.
62. **Carnival Electrical provisions, requirements and office trailer:** Electrical service is extremely limited. The Association will, however, provide electrical power for Contractors Office Trailer and up to three (3) Management RV Trailers at no charge. The location of the Carnival Office will be determined and discussed with Fair Management. The contractor must supply all other electrical power for the complete operation of rides, games, concession stands, employee living quarters or any other equipment requiring electrical service. The Contractor agrees to carry sufficient generator equipment to handle all midway requirements. Electrical cables shall be placed in such a manner as to provide safe passage for the public midway, including wheelchairs. Electrical cables shall not cross any public roadways or walkways. All cables, lines, wires etc. shall be covered in areas open to the public in such a way that is acceptable to the Association.
63. Carnival operator must supply generators for entire carnival electrical service operations other than Office trailer and Management RV Trailers identified herein. A standby generator is required.
64. Water and Sewer are available on an extremely limited basis. The contractor shall make arrangements through Fair’s approved provider for sewer waste pumping and potable water service beyond what the Association can provide.
65. Should there be a need, the Contractor shall be responsible for reimbursing the DAA for the rental of porta potties for the carnival housing lot.
66. **Cookhouse Operations if Carnival provides this service**
The purpose of a cookhouse on the midway is to provide food at a reasonable rate for the Contractor employees. The cookhouse is exempt from paying the Association a percentage of their gross or flat fee. The Association reserves the right to audit the cookhouse sales. Contractor must provide all electrical, sewer disposal and water for said Cookhouse.
67. The contractor will be responsible for providing adequate clean and professional trash receptacles and liners throughout the carnival area. Contractor will empty trash receptacles on a regular basis throughout the midway at designated dumpster provided by Association.

68. Contractor and employees will comply with the Association recycling program of trash/garbage.
69. **Showers and public restrooms** are available near Carnival areas. Hours and dates of usage, any restrictions and janitorial service arrangements or requirements will be provided by the CEO of the Association.
70. Contractor will “not” be allowed to book any commercial or concessions sale locations within the carnival without approval of the Fair Management, with the exception of those allowed within the contract for Fair and Festival. Any other Commercial Sales vendors will require approval from Fair Management and will be charged a flat commercial space fee. Contractor is responsible for all utilities, water and sewer disposal for said units.
71. Contractor shall not:
- a. Operate Games of Chance as prohibited by State or Local Laws.
 - b. Sell or serve alcoholic beverages.
 - c. Offer cash prizes or re-purchase prizes in any game.
 - d. Offer as prizes: live ducks, chicks or other live animals (except goldfish), soft drinks in other than approved containers, knives, firearms, poppers, lasers or any other items which could be used as a weapon, or any item deemed offensive by Fair Management.
 - e. Offer complementary goods, services or any item of value to Association’s Officers, Board, staff, officials, volunteers or contractors. The CEO of the Association must approve all transactions in writing for complimentary purposes. A policy and procedure established by the CEO must be adhered to.
72. **All Carnival Games** must display price to play said game, and all game instructions, rules, and restrictions. Each game must display items to win and number of wins required to redeem each prize. All skill games must fully comply with State of California statutes on gambling and in every instance the game must involve only skill, must be fair and must provide the player with a reasonable opportunity to win.
73. Any product that Fairpark management deems objectionable must be removed immediately from any exhibit booth or any portion of the Contractor’s operation. The Fairpark does not allow pornographic words or images, gang attire or slang or articles that promote the use of illegal drugs. This applies to any audio or visual technology or any sound producing devices as well. No swords, knives, weapons of any type are allowed for use or for sale. This policy overall shall apply and includes any of these items intended for rides, carnival games or decorative use.
74. **Fair time and Festival Maintenance** procedures for carnival grounds, equipment, and attractions shall be established to include routine contractor inspection by supervising personnel with such frequency to ensure no unsightly conditions (i.e. litter, trash accumulation, marred surfaces of any kind on contractor or Fair property within the defined Carnival area) will exist without attempt to correct the problem within a reasonable period of time according to the severity of each condition. Contractor will maintain clean, attractive, brightly lit rides. The contractor will provide ride report maintenance records to Fair Management daily during Fair and Festival dates.

75. The contractor shall perform mechanical and ride safety inspections (documented in writing, stating what was inspected, when, by whom, and the findings) immediately upon the completion of one-third and two-thirds of the anticipated number of hours of operation. This service shall be provided at the expense of the Contractor.
76. The DAA may elect to perform carnival ride and equipment safety inspections (“Safety Inspections”) at any time the Fair deems appropriate. Fair may determine, in its sole discretion, the basis of and the criteria to be used in performing safety inspections. To the extent deemed appropriate by fair in its sole discretion, safety inspections will include the inspection of any books and records of the Contractor. Any remedial work requested by the DAA as a result of a safety inspection must be satisfactorily completed by Contractor as a prerequisite to the operation or further operation of the affected Carnival ride or equipment. Neither the right to perform safety inspections or the performance of safety inspections shall impose any responsibility on fair regarding the condition of the Carnival rides or the equipment operated by the Contractor or relieve the Contractor from responsibility for ensuring that all Carnival rides and equipment are safe and in good working order.
77. Contractor shall participate in a pre-Fair, pre-Festival inspection of the midway grounds with the Association’s third-party personnel to determine what safety problems exist in the midway grounds and agree upon a plan to correct the problems prior to Carnival move-in. Pre Fair, Pre Festival inspection should take place twenty-four (24) hours prior to Fair or Festival opening in order to allow the Contractor reasonable time to make necessary adjustments. The Association reserves the right to have a third party perform any inspection at any time during operation.
78. Any third-party inspection to be conducted by an independent inspection contractor (other than CFSA), will be mutually agreed upon by both parties. It will be the responsibility of the Association to obtain an inspector.
79. DAA Management may determine at any time that safety, unsightliness or other conditions that impact negatively upon the Association will result in the ride or rides or any other element of the Carnival including the entire operation, being shut down and corrected promptly. In these cases, Fair Management will approve opening the rides or other elements after shutting down at its discretion and in cooperation with Contractor.
80. The contractor will be responsible for employees having training as specified by the Division of Industrial Safety, Department of Industrial Relations.
81. During all Carnival operating hours, an adequate number of experienced professional personnel must be on duty.
82. The number of employees hired during Fair time and Festival operations shall be sufficient to ensure that no carnival rides, games, or shows will be without a minimum of one attendant at all times during scheduled hours of operation.

83. **Failure of Operation Penalty:** The Association may impose penalties or liquidated damages of \$500 per day per ride for any ride that is inoperable or is not operating for more than four (4) hours of any day during the operational hours of the Fair or Festival. The penalty shall be assessed at the time of the performance failure and is payable no later than the final payment for the Fair or Festival during the year in which the deficiency occurred. This shall apply to food concessions and games as well. Fees will increase by 10% each year.
84. The Association has partnerships with local soda and water distributors. The contractor will agree to abide by the requirements of partnership. This brand line and/or sponsorship partner may vary from year to year.
85. **Contractor workforce Admission:** Contractor shall supply each person employed by or associated with Carnival with an identification badge stating their affiliation with the operation which must be affixed in plain sight at all times to the person acting within the scope of their employment. This identification will be honored for admission to the fairgrounds. NO BADGE-NO ADMISSION. Samples of employee badges must be submitted to the Fair Management to alert admission staff.
86. **Carnival workers and Management Private Vehicle Parking:** Contractor shall work with DAA Management to ensure that all contractors' vehicles or employee's vehicles have proper access credentials for ingress and egress to the Fairgrounds. The Association will have reasonable limits to space allocation and availability for same. The Association will provide appropriate and limited parking (on site and off site) for Carnival workers. The majority of these will be within the Carnival footprint and a portion will be at another location. Space is limited overall but the DAA will work cooperatively with the Carnival to provide reasonable accommodation. Vehicles not properly credentialed are subject to towing and/or impoundment. All vehicles must be current in registration and insurance requirements.
87. The Santa Maria Fairpark is a nonsmoking facility, and smoking is not allowed anywhere on Fair premises. Contractors' employees shall not smoke or vape while on duty or in uniform.
88. **All insurance licenses and permits** which are required under the contract documents or for placement on the "CFSA Carnival Master Insurance List", or by local law or ordinance must be current and valid at all times during the performance of the contract. All rides, games, and concessions which the contractor proposes to operate on Fair's premises must be properly licensed and/or permitted prior to Carnival operations.
89. **Insurance requirements:** If the requirements for insurance coverage change or modify at any time during the duration of this agreement, Contractor will comply with the required amount of liability coverage and any other insurance coverage.
90. The Association may negotiate similar services (with Carnival operators) under negotiated financials and operational parameters that are mutually beneficial at events that may take place on or off Association Property at any time during the year (other than the operation dates of this agreement in July) within the term of this agreement.
91. Contractor recognizes and understands that this may create a possessory interest subject to property taxation and that the Contractor may be subject to the payment of property taxes levied on such interest.

92. **Compensation disbursements to the Association** shall be made according to the provisions of this Agreement, to include:

- (a) Any money which may be payable to Association under this agreement.
- (b) Any damage to Fair property and utility charges.
- (c) Other fees or fines.
- (d) Removal of all property and vacating the premises in a condition satisfactory to Association.

93. **Operational Expenses**

The following operational expenses will be incurred by the Association on behalf of the Contractor:

- A. Independent safety inspection.
- B. Trash hauling from designated roll offs or dumpsters.
- C. Cart registration and parking permits (parking, vehicle access to grounds and golf cart rules and limits must be adhered to).
- D. The Association will provide electrical power to Contractors Office Trailer and up to three (3) Management RV Trailers at Carnival Compound. All other electrical services must be provided by Contractor (typically via Generators).
- E. Carnival Pre-sale program via the DAA Web site and ticketing system.
- F. Third party independent inspector (when arranged by Association).

94. **Sponsorships**

The association reserves the right to secure sponsorships for the Carnival area. Proceeds from these sponsorships belong solely to the Association. The Contractor will work closely with the Association in developing Carnival area and operation sponsorships. All sponsorships are controlled and arranged by the Association. It is understood by both parties that the Carnival locations are available to be offered as Presenting, Title and General sponsorship options for the Association.

95. **Dogs** – Dogs are not allowed within the Carnival area. Companion animals such as dogs, cats or other species and their owners are subject to Association policies as well as local, state and federal regulations.

96. **Contractor providing Carnival Service to others in the County** – The exclusive or nonexclusive offering of the Carnival operation to community, non-profits, schools, clubs, faith groups, cultural groups, businesses or any other outside entity in advance, 30 days before, during or after annual Fair or Festival dates must be pre-approved in writing by the Association. This shall be applied for any operation considered a Carnival, produced by the Contractor and held within a 40-mile radius of Fairpark.

97. Contractor shall pay Association the amount due and as stated within the Financial Proposal and based upon final settlement, no later than “3” calendar days after the Santa Barbara County Fair and the Festival closes annually. Payments should be made by cash or check or through Association approved electronic payment.

98. The Carnival Operator shall participate in at least one Person-to Person planning meeting with the Association’s CEO during the off-season months annually.

99. Association may provide non dedicated, roving watchman service for the fair park, which will provide for reasonable protection of the fair park property, but Association shall not be responsible for loss or damage to the property of Contractor or to persons in the Carnival area.
100. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited. This includes, but is not limited to, all rides, games, food concession stands and/or other services or approved attractions.
101. **Cancellation:** The resulting contract contains a 30-day written cancellation notice by either party. If the 30-day cancellation clause is invoked by either party, it must be done a minimum of one hundred twenty (120) days prior to the opening date of that year's upcoming Strawberry Festival.
102. **Option Years:** Association retains the sole option to extend the contract term to include the 2029 contract year. In the event the Association chooses to exercise this option, Contractor will be notified in writing no later than December 1, 2028. All contract terms, amendments and conditions will remain in force during the option year 2029 if the Association, to the extent possible, chooses to exercise the option.
103. **CUSTOMER SERVICE PROGRAM** Contractor shall provide and maintain a comprehensive customer service program including, but not limited to, training and orientation for all employees and subcontractor employees regarding carnival operation and matters regarding the County Fair and Festival. Additionally, the contractor will provide rest areas with covered seat areas and benches; customer service trailer staffed with trained personnel; and policy and procedures regarding customer service matters. The Contractor shall provide at least one customer service trailer to deal with customer concerns in the carnival area,

PART V EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the 37th 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 37th 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.

4. The Committee may request interviews of the bidder for clarification of proposals.

This is not a public review.

5. 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.

6. 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 5%. In order to obtain the average score for each bidder, the total points of *each* review will be added up for *each* bidder and the result divided by the number of people on the Committee.

- 7. In order to obtain the average score for each bidder, the total points of each reviewer will be added up for that bidder and the results divided by the number of people on the committee. The "Financial Proposal Bid Form" will then be opened, the offer computed, small business preference applied, if applicable, and scored according to the formula on the form. The points received for each bidder's financial offer will be added to that bidder's score.
- 8. In the event of a tie, the tie will be broken by a coin flip in the presence of the tied bidders.
- 9. All bidders will be notified of the results via mail and email on Thursday, May 22, 2025. The notification will also be available on our website, 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.

B. SCORING PROCESS, CRITERIA AND ITEMS SCORED

Points

1. Quality and quantity of rides, games, special attractions, concessions and other features of your Carnival operation 20

Provide descriptions and/or current photographs of rides, games, and concessions. (maximum 7 points)

Provide completed Exhibit A, A-1, A-2, and A-3 listing rides, games, shows, concessions, and equipment proposed for the County Fair and the Festival. (maximum 8 points)

Provide proposed plan for new rides being implemented annually. (maximum 3 points)

Describe the company's cashless system for on-site sales and the future potential of that. (maximum 2 points)

2. Current operation/management philosophies and policies5

Provide a copy of the personnel manual and applicable policies or statement of it.

Provide statement relative to public relations policies, handling of customer complaints, disabled guests, employee hiring practices, games, rides, shows and concession pricing policies, etc.

**3. Promotions.....10
(Including, but not limited to, advance ticket sales, pay one price, experience upgrades, unique offers, promotions, discount offers)**

List and describe promotions that the carnival operator will provide including those included in the RFP.

4. Past experience and previous performance for the last three years..... 15

Provide letters from Fair managers (or list of Fair names for which your carnival performed during the last three (3) years) to indicate topics such as:

- Daily timeliness of rides, games, shows and attraction openings,
- Frequency which rides, games, shows and/or concessions are not operating,
- Rides, games, shows and concessions, employees, general appearance,
- Lot cleanliness,
- Personnel cleanliness,
- Proper posting of information and signage,
- Timely payments of funds to previously contracted fairs.
- Cause, resolution, and prevention of any significant incidents involving carnival personnel or the public.
- Demonstrated ability related to customer satisfaction and comfort.
- Promotions or marketing programs implemented by proposer including the results of the implemented programs.

Provide statement indicating whether or not you have any outstanding financial obligations for any Fairs in California, Arizona, Oregon, Washington, Nevada or other states unknown to the Fair.

5. Safety..... 20

Liability/Loss records last two years

List all liability loss payment and outstanding claims relating to personal injuries in excess of \$5,000.00 for each person or occurrence during the last two (2) years. Briefly explain how each loss occurred. Attach insurance company loss records and company name for verification.

Properly licensed & mechanically sound rides in the last two years

List all oral and written information on mechanical and/or safety deficiencies of the rides during the last two (2) years. This information may include, but is not limited to, ride inspection information from federal, state or local agencies, joint powers authorities, or your insurance representatives. If this information is already available through another entity, please describe where it can be obtained.

Current Safety Policies and Procedures

Describe current safety policies and procedures that affect employees and the public. Provide copy of employee safety handbook, or other related documents. Describe employee safety training program. List most current certification in the OABA Circle of Excellence

8. Additional and Special Attraction Location(s) for Carnival Operation

- Program within an indoor building during the County Fair.
- Program within a tent or covered space during the County Fair

Brief description for each. Include Access/wristband, ages, and details of the actual programs (scale scope and content) 5

9. Financial Offer 25

Submit "Financial Proposal Bid" Form

10. Total points100

PART VI 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

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

1. "Technical Proposal"

Information in the technical proposal is to be provided in the order requested beginning with a cover letter page. Each page is to be numbered at bottom, starting with the number 1; all pages should be 8 ½ X 11-inch paper; and all narrative portions of the proposal should be typed.

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

*"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the **RFP: 08C-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 lines and then signed on the signature line and dated. If Bidder fails to submit this document, and it is not signed and dated, the proposal will be rejected as being non-responsive.

Table of Contents:

- One (1) completed, dated, and signed "Bidder/Contractor Status Form",
- One (1) completed (by subcontractor) "Subcontractor's Certification" form for each subcontractor that the carnival operator proposes to use to supply any rides or concessions, if applicable,
- Small Business Preference Documentation, if applicable, and if the fair is a DAA:

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

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

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

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

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

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

2. "Financial Proposal Bid" Form

The "Financial Proposal Bid" Form must be completed and signed.

**PART VII
FORMS SECTION**

A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

- Bidder/Contractor Status Form (mandatory)
- Financial Proposal Bid Form, completed and signed (mandatory)
- Exhibit A “Adult Rides and Shows”
- Exhibit A-1, “Kiddie Rides and Shows”
- Exhibit A-2, “Game and Food Concessions”
- Exhibit A-3, “Other Equipment to be Provided”

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

- “Subcontractor’s Certification” Form

C. DOCUMENTS TO BE COMPLETED BY FAIR

- Notice of Proposed Award, after proposed awardee is determined

D. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED

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

BIDDER/CONTRACTOR STATUS FORM
RFP NUMBER 08C – 2025

Contractor's Name _____
 (full business name)

Contact Person _____

Address _____

City _____ Zip Code _____

Phone # _____ Federal Employer ID # _____

Email Address _____

Organization Type (PLEASE CHECK ONE)

Individual _____ Partnership _____ Corporation _____

Individual (please check one) Resident _____ Non-Resident _____

If an Individual, 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 litigations 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 # 08C – 2025**

INFORMATION:

County Fair information including minimums

Money offers for the County Fair will be accepted based on the contractor paying the Fair a percentage of the ride and special attraction gross, and pre-sale (not less than 37% for 2025-2028 and not less than 40 % for the 2029 Option year , a flat rate for each food concession (not less than \$800 for all years), and a flat rate for each game (not less than \$600 for all years) vs. a stated guarantee. The guarantee shall not be less than \$210,000 for the first two years and not less than \$225,000 for the 3rd, year and the 4th year as well as the option year; Ride and attraction gross percentage includes breakage (revenues on unredeemed cards/wristbands).

Strawberry Festival information including minimums

Money offers for the Strawberry Festival will be accepted based on the contractor paying the Fair a percentage of the ride and special attraction gross, and pre-sale (not less than 25% for 2026-2028 and not less than 26 % for the 2029 Option year , a flat rate for each food concession (not less than \$600 for all years), and a flat rate for each game (not less than \$400 for all years) vs. a stated guarantee. The guarantee shall not be less than \$70,000 for the first two years and not less than \$75,000 for the 3rd, year and the 4th option year 2029); Ride and attraction gross percentage includes breakage (revenues on unredeemed cards/wristbands).

Upgrade Experience

Upgrade Experience beyond the standard ticket or wristband (i.e., first in line, etc.) purchases will be calculated separately but as part of the Gross however they will be held to a percentage less than the overall % and must be a minimum of 10% for the County Fair and a minimum of 10% for the Strawberry Festival. Actual Upgrade Experiences must be pre-approved by the DAA.

Change in Percentage based upon ride gross

If total ride gross exceeds \$750,000 in a given year for the County Fair or Festival (calculated separately, not combined), the % of ride gross of any source increases to 2% over the ride gross bid amount from the first \$1 over \$750,000 for amount \$750,001 and above only. The Experience upgrade % shall remain at bid amount regardless of Gross. The above percentages include breakage (revenues on unredeemed cards/wristbands.)

Special attractions refer to County Fair Carnival programming that is optional and additional beyond the offered outdoor Carnival square footage footprint such as the Indoor space, outdoor covered space (tents) option or programs within a tent. These attractions shall be subject to the bid ride commission for the County Fair

Note that this Bid establishes the proposer's intent for providing a Carnival for the Santa Barbara County Fair beginning in 2025 and for the Strawberry Festival beginning in 2026.

Formula:

All the years of the bid will be utilized for the financial offer calculation. To do so, the average of the last three years total gross ride sales has been calculated (see below), and the projected annual payment amount will be determined from the % bid (Bid % X the average gross \$). Both the Ride Gross and the Upgrade bids will be utilized. This is for calculation only. This number will then be added to the bid for the rate per concession and per game multiplied by the number of concessions and games offered versus the guarantee, whichever is greater, will constitute the financial offer. This total offer will then be converted to points. Bidder with the highest total offer will receive 25 points. All other bidders will receive a proportion number of points.

County Fair Average Gross: \$674,000 is the average of the last three years (all sales - on-site and pre-sale) ride gross and is used for computational purposes only. The actual figures for future on-site and pre-sale ride gross will vary.

Strawberry Festival Average Gross: \$296,000 is the average of the last three years (all sales - on-site and pre-sale) ride gross and is used for computational purposes only. The actual figures for future on-site and pre-sale ride gross will vary.

NOTE: Bid on both Parts A & B

Part A. County Fair Bid PROPOSAL:

Bidder offers to pay the following to the County Fair (please note bid minimums as listed in the "Information Section" of this Financial Proposal Form)

2025: _____ % of ride gross (all tickets/wristbands/special attraction admission)

2025 _____ % upgrade experience

+

\$ _____ Per each Food Concession

Number of Food Concessions Offered _____

\$ _____ Per each Game Concession

Number of Game Concessions Offered _____

Number of Game Concessions Offered for the Festival _____

VS. \$ _____ Guarantee

2026: _____ % of ride gross (all tickets/wristbands/special attraction admission)

2026 _____ % upgrade experience

+

\$ _____ Per each Food Concession

Number of Food Concessions Offered _____

\$ _____ Per each Game Concession

Number of Game Concessions Offered _____

VS. \$ _____ Guarantee

2027: _____ % of ride gross (all tickets/wristbands/special attraction admission)

2027 _____ % upgrade experience

+

\$ _____ Per each Food Concession

Number of Food Concessions Offered _____

\$ _____ Per each Game Concession

Number of Game Concessions Offered _____

VS. \$ _____ Guarantee

2028: _____ % of ride gross (all tickets/wristbands/special attraction admission)

2028 _____ % upgrade Experience

+

\$ _____ Per each Food Concession

Number of Food Concessions Offered _____

\$ _____ Per each Game Concession

Number of Game Concessions Offered _____

VS. \$ _____ Guarantee

OY 2029: _____ % of ride gross (all tickets/wristbands/special attraction admission)

OY 2029: _____% upgrade Experience

+

\$ _____ Per each Food Concession
Number of Food Concessions Offered _____

\$ _____ Per each Game Concession
Number of Game Concessions Offered _____

VS. \$ _____ Guarantee

Part B. Strawberry Festival Bid Proposal

Bidder offers to pay the following to the Strawberry Festival (please note bid minimums as listed in the "Information Section" of this Financial Proposal Form)

2026: _____ % of ride gross (all tickets/wristbands)

2026: _____% Upgrade Experience

+

\$ _____ Per each Food Concession
Number of Food Concessions Offered _ _____

\$ _____ Per each Game Concession
Number of Game Concessions Offered _____

VS. \$ _____ Guarantee

2027: _____ % of ride gross (all tickets/wristbands)

2027: _____ % Upgrade Experience

+

\$ _____ Per each Food Concession
Number of Food Concessions Offered _____

\$ _____ Per each Game Concession
Number of Game Concessions Offered _____

VS. \$ _____ Guarantee

2028: _____ % of ride gross (all tickets/wristbands)

2028: _____ % Upgrade Experience

+

\$ _____ Per each Food Concession
Number of Food Concessions Offered _____

\$ _____ Per each Game Concession
Number of Game Concessions Offered _____

VS. \$ _____ Guarantee

OY 2029: _____ % of ride gross (all tickets/wristbands)

OY 2029: _____ % Upgrade Experience

+

\$ _____ Per each Food Concession
Number of Food Concessions Offered _____

\$ _____ Per each Game Concession
Number of Game Concessions Offered _____

VS. \$ _____ Guarantee

Contractor's Name _____
(Full Business Name)

Signature Authorizing Bid _____

Print Name _____

Date _____

This Bid document must be placed in a sealed envelope when submitted with the RFP

Pending Litigation Form

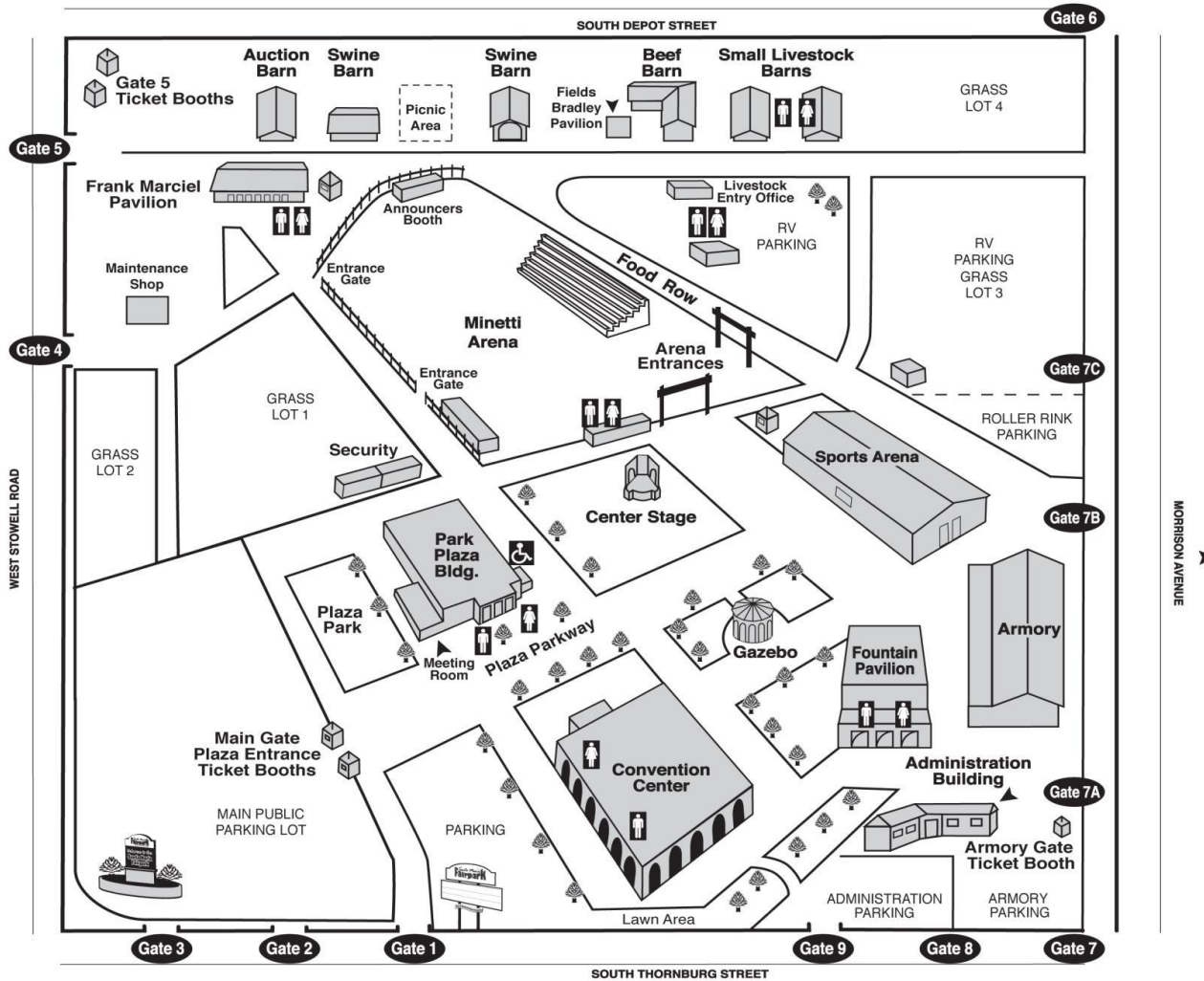
PENDING LITIGATION STATEMENT For the purpose of this statement “Pending Litigation” shall be defined as any lawsuit that has not been decided or settled or is awaiting conclusion or confirmation. By signing the “Technical Bid Form”, Bidder declares under penalty of perjury under the laws of the State of California that no civil or criminal litigation is currently pending against the organization, owners, officers, or employees of Bidder except:

**Exhibit A-3
Other Equipment to be Provided**

List all other equipment Contractor will provide, such as: Ticket Booths, Electrical Generators, Light Towers, Benches, Umbrellas, Entrance Gates, Offices, Maintenance Facilities, etc.

EXHIBIT "B" Santa Barbara County Fair and Festival Map

Map of 37th District Agricultural Association-Santa Maria Fairpark
Map subject to change annually based upon Fair programs and operations that is mutually beneficial to both parties.



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