

10th District Agricultural Association
Siskiyou Golden Fairgrounds

Request for Proposal Package

Operation of Speedway & Food & Beer Concession Stands

RFP #2023-01

Issue Date: October 28, 2022

Contact Person: Cliff Munson, CEO
10th DAA/Siskiyou Golden Fairgrounds
1712 Fairlane Road, Yreka CA 96097
Phone: 530-842-2767
Email: cliffm@sisqfair.com

This person is the only authorized person designated by the 10th DAA to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Any attempt to contact other affiliates of the DAA for information regarding RFP #2023-01 may result in immediate rejection of your bid submission.

Verbal communications of 10th DAA, officers and employees concerning the RFP shall not be binding on the 10th 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. Please submit all questions in writing, either hard copy or email to the address indicated above.

PART I DEFINITIONS

Bidder/Proposer:	The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal. Terms can be used interchangeably.
Contractor:	Refers to that Bidder selected by the 10 th DAA and awarded the contract to provide the services set forth in this RFP. Terms can be used interchangeably.
DAA:	Refers to the 10 th District Agricultural Association (Siskiyou Golden Fairgrounds) which is an agency of the State of California within the Fairs & Expositions Branch under the Department of Food & Agriculture. The Association is located at: 1712 Fairlane Road, Yreka CA 96097.
DGS:	Refers to the Department of General Services, State of California, located at: 707 Third Street, 7 th Floor, Ste 7-300 West Sacramento, CA 95605 Attention: Office of Legal Services
Evaluation & Selection Committee:	Committee approved by the DAA Board to evaluate and score responsive proposals.
F&E:	Refers to the Fairs & Expositions Branch of the California Department of Food and Agriculture (CDFA), which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fairs. F&E is located at: 1220 N Street, Sacramento CA 95814
Protest:	A formal challenge by a bidder/proposer to the intended award of a contract solicited by an RFP.
RFP:	Request for Proposal.
Responsive:	Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered “responsive”.

PART II GENERAL INFORMATION

A. Request for Proposals (RFP)

The 10th District Agricultural Association is releasing this RFP and intends to award a contract for one year (2023) with a one-year renewal option (2024) subject to management and Board approval for operation of the Speedway and Food & Beer Concessions Stands, with yearly racing season from the end of March through July of each year of agreement.

B. Bidder Responsibility

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

C. Delivery of Proposals

Proposals must be physically received prior to the deadline and at the place stated below. Failure to meet these requirements will result in an unaccepted proposal. A proposal package will not be opened if received late, faxed or emailed.

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

One sealed package containing three (3) copies of the proposal including copy of the Bidder/Contractor Status Form and labeled and addressed as follows:

RFP #2023-01
Operation of Speedway and Food & Beer Concession Stands
Cliff Munson, CEO
10th DAA/Siskiyou Golden Fairground
1712 Fairlane Road
Yreka, CA 96097

All proposals must have original signatures, be submitted to the DAA’s Administration Office, no later than Monday, November 28, 2022, by 4:00 PM Pacific Time. 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 a contract is awarded, it shall be granted to the responsible bidder who obtains the highest score as described in Part V “Evaluation Section and Scoring Process”. Prior to the Board of Directors awarding a contract, the DAA shall post a “Notice of Proposed Award” at the Administration Office for five (5) working days. In addition, a copy of the notice will be mailed to each bidder.

A contract award is not final until:

- The time for posting notice of award has expired and/or
- Protest filed, if any, have been withdrawn or rejected by the Department of General Services.

E. Tentative Schedule

RFP Released Friday, October 28, 2022

Site Visit (Optional) Wednesday, November 9, 2022

Bidders wishing a site visit must RSVP to Cliff Munson, CEO at 530-842-2767 no later than five (5) working days prior to schedule date and time of the site visit.

For bidders who need assistance due to a physical impairment, a reasonable accommodation shall be provided by the DAA. The bidder must call Cliff Munson, CEO at 530-842-2767 no later than five (5) working days prior to the scheduled date and time of the site visit, to arrange for reasonable accommodations.

Proposal Deadline Monday, November 28, 2022

Proposed Scoring Tuesday, November 29, 2022

Post/Mail “Notice of Proposed Award” Wednesday, November 30, 2022

Protest Deadline Date Wednesday, December 7, 2022

Proposed Contract Commences Wednesday, March 1, 2023

F. Small Business Preference

Section 14835 et seq. of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a small business, has submitted a timely and responsive bid, and is determined to be a responsive bidder. Certified small businesses will have its points increased by 5% of the

total points awarded to the highest scored non-small business bidder. The 5% preference is used only for computation purposes, to determine the winning bidder, and does not alter the amounts of the resulting contract, the rules and regulations of this law, including the definition of a “small business” for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896 et seq.

To claim the small business preference, which may not exceed \$50,000 for any proposal, the bidder must file an application for certification with the Department of General Services – Procurement Division, Office of Small Business and DVBE Services (OSDS), for further information visit:

www.dgs.ca.gov/pd/Programs/OSDS. Questions regarding the preference approval process should be directed to:

Office of Small Business and DVBE Services (OSDS)

Room 1-400, MS210

P.O. Box 989052

West Sacramento, CA 95798-9052

(916) 375-4940 or OSDSHelp@dgs.ca.gov

See Part VI of this RFP for instructions regarding what to submit with your proposal in order to receive the preference. Your complete certificate application package must be received by OSDS prior to the deadline. Your certification effective date will be the date the application is properly received and deemed complete by OSDS. Incomplete applications submittals will delay your certification status and may result in the loss of your 5% preference eligibility.

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 DAA reserves the right to verify the information on the “Bidder/Contractor Status Form” at the time of the bid. If the bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

H. History and General Background Information

The Barba Promotions has been operating at the 10th District Agricultural Association Speedway in Yreka, California since 2019. The Speedway has been in operation since the 1940’s with racing activity occurring seasonally from late March to the end of October. Historically 20 or less events per year have been held. Most races are held Fridays and Saturdays with an occasional Sunday or Holiday race. In our current research it appears that most racetracks are limiting the number of races so the community sees it more of an event than every weekend. We have also decided to not have racing continue after the annual fair in August so that we can explore other events to be held in the grandstand area.

- Contractor shall meet the requirements as outlined in the California Fair Services Authority Insurance Requirements, Attached as Part VII (Forms). For insurance purpose, automobile racing is considered a “Hazardous Activity” under Insurance Requirements. Contractor will also need to provide Liquor Liability coverage, to cover Beer Concession Stand. Contractor shall provide the DAA with Evidence of Coverage and Insurance Certificate 30 days prior to the first scheduled racing event to be held on the 10th DAA facility.
- Contractor agrees to indemnify, defend and save harmless the State of California, the California Fair Services Authority, 10th District Agricultural Association, Siskiyou Golden Fairgrounds, the County in which the County Fair is located, their directors, officers, agents, servants, and employees (collectively “Indemnitees”) from any and all claims for loss, damage, injury or liability (collectively “Losses”) of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the use of the 10th DAA facility by contractor, or those claiming under Contractor excepting only Losses caused by the sole, active negligence or willful misconduct of an indemnitee.

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 Chief Executive Officer of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document.

Modifications, if any, will be made in writing by way of addendum issued pursuant to paragraph 2 below. Clarifications, if issued, will be given by written notice to all parties to whom the DAA has sent notice of the RFP and persons or entity who have requested to be given notice of any modification or notices.

2. Addendum

If necessary, the DAA will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum to all parties who have been furnished notice of the RFP for bidding purposes. All bidders should inquire from the contract person listed on the cover sheet whether any additional addendums have been issued prior to submitting a proposal in response to the RFP.

3. Definitions

The use of “shall”, “must”, or “will” indicates a mandatory requirement or condition in this RFP. Failure to include such mandatory requirements or conditions will result in the disqualification of a proposal.

The words “should” or “may” indicate a desirable attribute or condition but are permissive in nature and may affect the score the proposal receives.

4. Grounds for Rejection of the Proposal

A proposal shall be rejected if:

- It is received at any time after the exact time and date set for receipt of proposals as stated in Part II, paragraphs C and E.
- It is not prepared in accordance with the required format or information is not submitted in the format required by the RFP.
- The bidder has submitted multiple bids in response to this RFP without formally withdrawing other bids; all bids shall be rejected from this bidder.
- It is unsigned.

A proposal may be rejected if:

- 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 DAA, such information was intended to erroneously and fallaciously mislead the DAA in its evaluation of the proposal and the attribute, condition or capability of requirement of this RFP.)

All proposals may be rejected in any case where the DAA determines, in its sole discretion, that:

- The bids are not competitive
- Where the financial offering is not reasonable
- If it is deemed to be in the best interest of the DAA or
- Any reason exists to reject the proposals

5. Right to Reject Any or All Proposals

It is the policy of the DAA not to solicit proposals unless there is a bona fide intention to award a contract. However, without limitation by reason of foregoing explanation, the DAA reserves the right to reject any or all proposals, or to cancel the RFP at any time during the process.

6. Protests

A bidder may file a protest against the awarding of the contract. The protest must be filed with the Department of General Services (DGS), 707 Third Street, 7th Floor, West Sacramento, California 95605, Attention: Office of Legal Services and with the 10th District Agricultural Association. The protest

shall be file prior to the expiration of five working days from notice of the proposed award being posted and, in no event, later than 4:00 PM on the fifth working day after notice of proposed award was posted in a public place at the DAA's administration office.

IN ADDITION, within five (5) working days after the filing of the notice of protest, the protesting bidder shall file with the DAA 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 intentions 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 property of the DAA and not returned to the bidder. All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the Evaluation and Selection Committee scoring process and announcement of intent to award. If an individual requests hard copies of these documents, the DAA will assess a fee to cover the direct duplication and mailing costs. One copy of each bidder's proposal shall be retained for office DAA files.

2. Confidentiality of Proposals

The DAA 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. 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 DAA to justify the awarding or not awarding a contract if a protest is file.

3. Modification or Withdrawal of Proposals

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

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

PART IV SCOPE OF WORK

A. Contract Term: The term of this contract is for one year (2023) for operation of the speedway, with a one-year renewal option (2024) subject to management and Board approval. The yearly racing season will run from March 15, 2022, through July 21, 2022, with events held on Fridays with the exception of special events. The DAA reserves the right to approve the yearly racing schedule and may book other activities at the speedway based on availability of the facility as established by the approved calendar of events submitted by Contractor and approved by management each year of agreement.

B. Contract Deposit: There will be a \$2,000 deposit required to secure and issue the contract. This amount will be refunded at the end of the contractual agreement as long as all requirements have been fulfilled.

C. Contract Minimum: The Contractor must meet a minimum guarantee of \$14,000 (does not include the deposit fee). Under no circumstances will the minimum guarantee be reduced. There will be a maximum of sixteen (16) races and two (2) test and tune events held. Event fees must be a minimum of \$1,400 per race

and the first test and tune at \$150 with any additional test and tunes at a minimum of \$700. Payment will be made by 5:00 PM the first business day after the event. Should payment not be received by the deadline, Contractor will be denied access into the facilities.

- Contractor is responsible for speedway utility bills (electrical, water, propane) for the entire contract period and a 2% processing fee in addition to the minimum guarantee for each racing event. A flat fee will be paid with each event payment with the balance due after the close of the season.
- Contractor will be fiscally responsible for any event that requires State Fire Marshall service and inspection.

D. Insurance and Bond Requirement: Contractor will provide a \$10,000.00 Bond for cleaning/damage prior to the contract start date which will be held by the DAA for the duration of the annual contract. The deposit less any monies deducted for clean-up, damages, fines or unpaid rent will be refunded to the Contractor within thirty (30) days of the conclusion of the contract. Contractor will provide a current general liability insurance certificate naming the State of California, the 10th DAA, the Siskiyou County, the California Fair Services Authority, Lessor/Sublessor if Fair is leased/subleased or Entities (public or non-profit) operating California Designated agricultural fairs, their directors, officers, agents, servants and employees as additionally insured. Contractor shall meet the requirements as outlined in the California Fair Services Authority Insurance Requirements, attached as Part VII (forms). For insurance purposes automobile racing is considered a "Hazardous Activity" under insurance requirements. Contractor may allow motorcycles, quads and other "pit vehicles" during events but must have specific coverage for those vehicles in the insurance policy. Contractor will also need to provide Liquor Liability coverage to operate the Grandstand Beer Concession Stand. Contractor must provide the DAA with evidence of coverage and a fully executed insurance certificate thirty (30) days prior to the first scheduled racing event to be held on the 10th DAA Facility. The current certificate must cover the entire annual contract period (if policy changes during the season a new certificate would need to be issued and presented). Notice of suspension or cancellation of insurance will require all racing cease until a current policy is on file.

E. Indemnification: Contractor agrees to indemnify, defend and save harmless the State of California, the California Fair Services Authority, 10th District Agricultural Association, Siskiyou Golden Fairgrounds, the County in which the County Fair is located, their directors, officers, agents, servants, and employees (collectively "Indemnitees") from any and all claims for loss, damage, injury or liability (collectively "Losses") of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the use of the 10th DAA facility by contractor, or those claiming under Contractor excepting only Losses caused by the sole, active negligence or willful misconduct of an indemnitee.

D. Premises: The premises to be utilized by the Contractor for operation of the speedway consists of the Grandstand, Grandstand Concession Building, Concession Restroom, Grandstand Restroom, Racetrack with lighting and the pit area. Events with a high car count may need to use the exhibitor parking lot for overflow and may be added with DAA approval. Refer to facility map in appendix of the RFP. The Contractor will have use of the front parking lot and access to the racetrack using malls on the midway from the front office to mall three (3) during events. In the event the DAA has policy changes that initiate paid parking for all fairground events, the DAA reserves the right to collect and keep all parking revenue. Pit area restrooms will not be provided by the DAA.

- The 10th DAA is a public facility that is reserved on a first come, first served basis and individuals or organizations that rent the facility and requests no racing for their event will be honored. In the event that the racing schedule has been approved the request will be denied.
- The 10th DAA is a state facility and as such must be available for emergency use at all times. In the event that a natural disaster occurs in our service area the Siskiyou Golden Fairgrounds will be unavailable for all rentals.

- E. Racing Program: Contractor will be responsible to advertise, schedule and promote a racing program for each racing season for the term of this agreement. Contractor will provide the DAA with a complete proposed schedule of all race dates and race events thirty (30) days prior to the commencement of each race season for DAA approval. DAA is a first come first served facility and interim rentals and events that request no racing before the racing schedule is approved will be unavailable as race dates.
- F. Operations: Contractor will be required to provide all equipment, personnel and supplies necessary to operate and maintain the speedway facility and conduct automobile racing events. Contractor equipment must be kept in good running condition. Any inoperable equipment must be removed from the facility immediately. Contractor must be able to demonstrate operability of any equipment at the facility at any time with given notice. Contractor will provide an equipment list to the DAA with the annual racing schedule and within 48 hours if it changes during the season. Contractor will not under any circumstances allow race cars to be left at the track after an event. Contractor will provide a representative to be present during all racing events and act as General Manager. Contractor's General Manager shall be available at all times during term of this agreement and have the authority to answer questions and make decisions on behalf of the Contractor.
- Contractor will maintain the premises for the duration of the annual contract. Responsibilities will include all areas listed in D. Premises above. Contractor is required to clean grandstands (top side and underneath), bathrooms, concessions, racetrack and pit area within 24 hours after each scheduled event. The DAA will provide paper products for the bathrooms upon request.
 - Contractor will be responsible for all trash removal from the speedway at Contractor's expense. Chemicals used for weed control shall be used in accordance with applicable codes and regulations, pre-approved by the DAA and applied by a properly licensed applicator. Any structures constructed by the Contractor shall be temporary in nature, unless otherwise agreed to in writing by the DAA and approved by DGS or CFFA. Temporary structures shall be made available for DAA use if requested. Contractor will be required to make tenant improvements to the facility as required for human health and safety. All tenant improvements to the speedway facility become the property of the DAA at the conclusion of this agreement.
 - Contractor will within two (2) business days, report in writing any incident that may reasonably be expected to result in any claim under the indemnity or insurance provisions of the contract and notify the DAA with information as to the disposition of any claims within thirty (30) days following the disposition. In the event there is an incident that results in injury, dismemberment or death the contractor shall contact the 10th DAA within sixty (60) minutes of the incident.
 - Contractor shall provide all equipment, personnel and supplies necessary to maintain the speedway in a condition fit for safety of event participants, spectators, and in a manner to minimize air and noise pollution to the community.
 - Contractor shall have an Emergency Response Plan in place to respond to any accident at the speedway which addresses maintaining access for ambulance and medical personnel while limiting spectator and pit crew interference with access and present it to the DAA thirty (30) day before the start of the first event.
 - Contractor is responsible for maintenance and repair of the speedway facility. Maintenance and repair is defined as routine activities that are necessary for the speedway to operate in a safe condition for the racers and the general public. If Contractor fails to adequately maintain or repair the speedway facility, DAA management will give Contractor forty-eight (48) hours to comply by written notice to perform the necessary repairs or maintenance. If Contractor fails to comply, the DAA will complete the necessary repairs and bill the Contractor for parts and labor. Contractor's maintenance and repairs included but not limited to:
 - Maintenance and repair of interior and exterior fence
 - Removal of dirt and garbage under bleachers, in pit area and on track from each event
 - Removal of tires and other auto parts
 - Proper handling and storage of all fuel, waste oil and other chemicals used on the premises.Contractor responsible and liable for any spill and cleanup costs of hazardous materials.

- Contactor responsible for all damage to restrooms excluding normal wear and tear
- Emptying all garbage cans in use along the event path from front parking lot to premises.
- Contactor responsible for all annual health and safety inspections required for this RFP.
- Contactor will be required to equip and operate the permanent grandstand concession for beer and food sales and meet or exceed the requirements of the Siskiyou County Environmental Health Department and the California State Fire Marshall including the appropriate health and alcohol licensing permits.
- Contactor will provide public address system for the pit area. DAA will provide the PA system for the grandstand.
- Contactor will measure decibel level of sound generated at the speedway events, both vehicle and public address systems. Readings are to be taken 100 feet from the source of the sound and a permanent record of readings maintained and available for inspection by the DAA management. Records must be kept for a minimum of three (3) years following the terms of this agreement.
 - Maximum DBA levels per vehicle shall not exceed 95 DBA or the current level set by the State.
 - All racing must end by 10:30pm. This will be strictly enforced.
 - All vehicles must be equipped with mufflers
 - Racing will be limited to two (2) nights in a calendar week.
 - Violations of DBA and Time restrictions will cause the following fines to be enforced:
 - 1st offense in an annual season = \$500.00 fine paid by Contractor
 - 2nd offense in an annual season = \$1000.00 fine paid by Contractor
 - 3rd offense in an annual season = \$2500.00 fine paid by Contractor and a meeting with the DAA CEO and Board of Directors to determine corrective action.

G. Annual Siskiyou Golden Fair: Contactor may be invited to propose a program of motorsports during the annual fair. If the Contactor is asked to provide motorsport entertainment a separate agreement will be negotiated for those services. However, nothing herein prohibits or restricts the DAA from contracting with other contractors for those services during the annual fair, or on any date not scheduled by this contract.

H. Record Keeping/Auditing: Contactor will be required to maintain records for all speedway race events to include racing forms, race results, admissions and concessions for three years and all said records shall be available for auditing by the DAA if so requested.

I. Equipment: Equipment on the premises during bidding process that is not part of this contract

- Pit Trailer
- Announcers Booth
- Portable Grandstand Fence
- Motorized and non-motorized equipment used to maintain speedway
- Equipment in permanent concession stand
- Pit bleachers

PART V

EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the DAA's needs as described in this RFP. This part describes the process the DAA will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Evaluation and Selection Committee may wish to interview a bidder for clarification purposes only. The bidder will not be allowed to ask questions concerning other bidders, but only respond to clarification questions from the Committee. Proposals cannot be changed by the bidder after the time and date for proposal submission.

A. Evaluation and Selection Process

1. Follow the deadline for receipt of proposals as stated in Part II, each proposal will be examined to determine if
 - Submittal (receipt) was by the deadline time and date; and
 - The physical format requirements were met.

This is not a public review.
2. 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 DAA reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracy are grounds for disqualification or receipt of a lower score.
4. The Committee will evaluate each proposal that meets the format requirements of paragraph two above and assign points for the proposal.

This is not a public review.
5. The Committee may request interviews of the bidder for clarification of proposals. Following any interviews, the proposals may be re-scored.

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 five percent (5%).
7. 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. The successful Bidder is the Bidder with the highest number of awarded points and is subject to the approval of the 10th District Agricultural Association's Board of Directors.
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 by email. Notice of proposed bid award will be posted for five (5) working days at the Fair's Administration Office. During that period protests may be filed.

B. Scoring Process

Submission should be in written form. Interviews may be conducted to clarify and elaborate on written proposals.

Evaluation, scoring and interviews will not be public. When a contract is approved by the Board of Directors, all bids will be made public.

1. Past experience and previous performance (30 points)

Provide a list of all proposed personnel, their years of experience, and where they received their experience owning, operating or managing an automobile racetrack facility, also include personnel operating and managing food and beverage concession stands years of experience and where they received their experience.

Proposer/Bidder must have at a minimum three (3) years' experience owning, operating or managing an automobile racetrack facility of similar size and nature, as well as a minimum of two (2) years' operating or managing food and beverage concession stands with in their list of proposed personnel.

2. Three letters of recommendation (15 points)

Provide a minimum of three (3) letters of reference from industry representatives regarding services of a similar nature in operating automobile racetrack with food and beverage concessions. Letter to be within the last two (2) years and must be signed. No emails.

3. Proposed promotional and advertising program (10 points)

Describe your proposed media mix and promotional program. Enclose evidence of ability to secure advertising partners and sponsors. Discuss proposed advertising expenditures. Include the minimum amount you will spend annually on advertising.

4. Financial Responsibility (15 points)

Demonstrate your ability to provide the necessary capital and equipment for successful operations and ability to meet all financial responsibility.

List the equipment you will provide. Offer evidence of and describe your ability to secure and maintain all of the necessary equipment. Present evidence of proposed equipment.

If planning to lease equipment, provide a letter from the lessor documenting the Proposer/Bidder's ability to secure a lease that guarantees Contractor access to equipment, on an as needed basis with no restrictions for term of the contract.

5. Financial Proposal (30 points)

Based on Financial Bid Form

Maximum Points Possible: 100 Points

**PART VI
MANDATORY FORMAT AND CONTENT REQUIREMENTS**

A. Introduction

This part provides instructions to the Bidder regarding the mandatory proposal format and content requirements. The Bidder must remember that

- All bids submitted must follow the proposal format instructions.
- All information must be presented in the order and 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

Bidders will submit three (3) copies of proposals for review. Information in this proposal is to be provided in the order requested, beginning with the cover letter page.

Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8-1/2" x 11" paper and all narrative portions of the proposal should be typed.

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

"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP: #2023-01 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting bidder, it is expressly agreed by the bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, bidder agrees that if the submitted proposal is not in the format of the RFP, bidder's proposal will be deemed non-responsive."

The person's name must be printed clearly above the signature line and dated. If 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".

- Small Business Preference Documentation, if applicable:
 - One (1) copy of the small business certification letter, if Bidder is claiming the Small Business Preference and has already received certification letter.
 - Or, if application for the preference has been submitted to OSDS a sheet of paper stating that the application has been submitted to OSDS and the date submitted.
 - Or, if claiming the preference as a non-small business subcontracting with certified SB/MB (s), a sheet of paper listing the small businesses you commit to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include the subcontractors':
 1. Name
 2. Address
 3. Phone Number
 4. Description of work to be performed
 5. Dollar amount or percentage per subcontractor
 Also include the sub-contractor's certification or indicate if application(s) are on file with OSDS.

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

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)
- B. Documents to be completed by DAA
 - Notice of Proposed Award, after proposed awardee is determined.
- C. Documents that are part of the contract to be awarded
 - Rental Agreement, F-31
 - Standard Contract Terms and Conditions
 - General Terms and Conditions
 - Contractors Certification Clause
 - California Fair Services Authority Insurance Requirements

BIDDER/CONTRACTOR STATUS FORM

RFP #2023-01

Contractor's Name (full business name)

Contact Person

Address

City, State, Zip

Phone Number

Indicate your organization type (please check one):

_____ Sole Proprietorship

_____ Partnership

_____ Corporation

Indicate the applicable employee and/or corporation number:

Federal Tax ID #: _____

California Corporation #: _____

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.

The DAA reserves the right to verify the information provided on this form by the bidder under the RFP process.

I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the Bidder/Contractor.

Print Name & Title

Signature & Date

FINANCIAL PROPOSAL BID FORM

RFP #2023-01

Rental Fees will be a flat amount per race and test and tune. There will be no percentage of gate admission or concessions paid to the DAA. Renter will reimburse for all utility fees incurred, including State Fire Marshal expenses if applicable, with a 2% handling fee and must have a \$10,000 bond on file.

2023

\$ _____ Rent offer per Race
(Minimum of \$14,000 per season; minimum of \$1,400 per race)

\$ _____ Rent offer per Test & Tune
(\$150 for the first one, minimum \$700 for any additional test & tunes, no public)

Contractor's Name: _____
(Full Business Name)

Signature Authorizing Bid: _____

Print Name & Title: _____

Date: _____