



**49th DISTRICT AGRICULTURAL ASSOCIATION
BEER/WINE FAIR CONCESSION SALES**

RFP NUMBER 2023-03

**Request for Proposals
High Score**

Contact Person: Sheli Wright, CEO

Telephone No: 707-263-6181

This person is the only authorized person designated by the DAA to receive communication concerning this RFP.

Please do not attempt to contact any other person concerning this RFP.

Oral communication from DAA officers and employees concerning the RFP shall not be binding on the DAA and shall, in no way, excuse the bidder of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered by CEO Sheli Wright.

Date Issued: February 1, 2023

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RFP 2023-03

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**PART I
DEFINITIONS**

- BIDDER:** The individual, organization or business entity submitting the proposal in response to this Request for Proposal.
- VENDOR** The individual(s) who will oversee the promotion and execution of proposed events.
- EVALUATION & SELECTION COMMITTEE:** The committee designated by the DAA to evaluate and score proposals received.
- DGS:** California Department of General Services. As relevant to this RFP, the Office of Small Business and DVBE Services handles the certification of small businesses. The Office of Legal Services receives and reviews protests.
- DAA:** 49th District Agricultural Association, the state entity with a Board of Directors that governs and operates the Lake County Fair.
- RFP:** Request For Proposal
- RESPONSIVE:** Proposals that are timely, meet the proper format required for submittal of proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered “responsive”.

PART 2 GENERAL INFORMATION

A. SCOPE OF WORK

The Board of Directors of the 49th District Agricultural Association (DAA), in releasing this RFP intends to award an operations agreement for a period of 3 (three) years (2023, 2024, 2025) under which the potential contractor will promote and operate beer and/or wine beverage sales during the annual Lake County Fair for four (4) days beginning Thursday of Labor day Weekend.

At the conclusion of the three (3) year period, the DAA, at its sole discretion, may extend this contract up to two (2) additional years, upon terms satisfactory to the DAA and Vendor.

The obligations of the potential contract, excepting the winning bid information, are contained in the “Sample Contract” attached to this RFP as Attachment A.

B. FAIR DESCRIPTION

The Lake County Fair is operated by the 49th District Agricultural Association. The annual Lake County Fair is the largest event held in Lake County. The 35 acres of grounds features seven major buildings offering more than 65,000 square feet of public assembly area, with 2900 grandstand seats and 1500 parking spaces. The facility is used for a variety of other community and private events throughout the year. These include racing, dinners, horse and livestock shows, trade and specialty shows, meetings, and small to medium conventions.

The DAA is governed by a nine-member Board of Directors and the fairgrounds is operated by its CEO. The facility is the center of activity for all of Lake County serving in times of need and during time of entertainment. In a 2015 economic impact study, the grounds alone generated \$14,540,000 in spending activity benefiting the local economy and 238,000 people attended events on its grounds

C. GOALS

The primary goal is for the beers sales to be ran in a professional manner adhering to both liquor and environmental health laws while maintaining or improving upon the type of product and relationship with the fair community. It is our desire to maximize sales, taking into account the type of events scheduled in the grandstand area and products that will satisfy consumers and expand sales to the fullest capability for the benefit of the Vendor, DAA and the enjoyment of the public. Beer sales were reported at 98 kegs for the 2022 Fair.

An additional goal of the DAA is to have the contractor assist in maintaining and upgrading the quality of patron and participant facilities, which are currently of a good standard. Safety measures for patrons and participants are a primary important element of facilities and the DAA will work with the successful proposer to identify and share in the support of improvements.

D. BIDDER RESPONSIBILITY

Read this RFP very carefully, as the DAA shall not be responsible for errors and omissions on the part of the bidder. Carefully review the final submittal, as the Evaluation and Selection Committee (Committee) will not make interpretations or correct detected errors in calculations.

E. DELIVERY OF PROPOSALS

Proposals must be physically received prior to the closing time, at the location stated below, and in the manner specified below. Faxes or emails shall not be accepted or reviewed. Failure to deliver your proposal by the deadline and in the manner as described in this section *shall* result in an automatic rejection.

Proposals must be delivered in the following manner to be deemed responsive:

- One sealed package containing 3 (three) copies of the technical proposal and labeled with the bidder's name, vendor(s) name, the RFP number, and "Technical Proposal".
- One sealed package containing 3 (three) copies of the financial proposal bid form and labeled "Financial Proposal Bid Form".

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

Sheli Wright, CEO
RFP Number 2022-01
401 Martin Street
Lakeport, CA 95453

Proposal Deadline: Wednesday, April 12, 2023, 4:00 PM PST

F. CONTRACT AWARD

The Board of Directors reserves the right to reject any and all bids prior to its award of the contract. If a contract is awarded, it shall be awarded by the DAA Board of Directors to the bidder who submits the proposal with the highest final score.

Prior to awarding the contract, the DAA shall post a “Notice of Proposed Award” at the administration office and online for five (5) working days. In addition, a copy of the notice will be mailed and emailed to each bidder. If a protest is filed within this 5-day notice period (close of business on the fifth working day), the contract shall not be awarded until the protest is withdrawn or DGS has rendered a decision.

If no protest has been filed during the 5-day “Notice of Proposed Award” period, the Board of Directors, during a public and open meeting, may award the contract to the winning bidder or, in the alternative, reject all bids.

If a contract is awarded, the winning bidder will enter into an operations agreement with the DAA. A sample operations agreement is provided with this RFP as Attachment A where the terms and conditions may be found. **The DAA does not accept alternate lease language from a bidder, and the material terms and conditions are not negotiable and cannot be altered.** However, additional terms and conditions may be added to align with program and financial information submitted with the winning bid at no less than the minimum guarantee.

G. SCHEDULE

RFP Released	February 1, 2023
Deadline to request RFP clarification	March 6, 2023, 12:00 PM
Proposals due at Fair’s Administration Office	April 12, 2023, 4:00 PM PST
Technical Proposal Opened & Scored	April 15, 2023
Interview, if deemed necessary (At the panels discretion, interviews may be made via Zoom; may be recorded)	April 15, 2023, 2:00-4:00 PM PST
Financial Bid Proposal Opened (Public, Fair Office)	April 15, 2023, 1:00 PM
“Notice of Proposed Award” Posted & Mailed	April 17, 2023
Close of Protest Period	April 21, 2023
Contract Awarded at Board of Directors Meeting	April 24, 2023 (proposed)
Proposed Contract Commences	August 28, 2023

H. SMALL BUSINESS PREFERENCE

Certified small businesses or microbusinesses can claim the 5% preference when submitting its bid. The 5% preference is used only for computation purposes, to determine the winning bidder, and does not alter the amounts of the resulting contract. A contract awarded on the basis of the 5% preference is awarded to the small business, microbusiness or non-small business for the actual amount of its bid.

A business must be formally certified by DGS to be considered for the small business or microbusiness preference. If not currently certified, a bidder may claim the preference if the bidder submits a complete application for certification with its submittal to DGS by 5:00 p.m. on the bid due date, with a copy of the completed application and proof of its transmission to the DAA with its final submittal. Thereafter, the bidder will need to submit the certification to the DAA no later than March 1, 2023, 4:00 PM PST. A non-small business may receive a preference of 5% if the business commits to subcontract at least 25% of its net bid price with one or more small businesses or microbusinesses. The preference to a non-small business bidder that commits to small business or microbusiness subcontractor participation of 25% of its bid price shall be 5% of the highest responsive, responsible bidder's total score. A non-small business, which qualifies for this preference, may not take an award away from a certified small business.

Note that for this RFP, the proposed contract does not permit subcontracting for food and beverage concessions.

For further information regarding Small Business Certification, visit:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

PART 3

RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the DAA shall be immediately notified of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document.

Modifications by the DAA, if any, will be made in writing by way of an addendum issued pursuant to paragraph 2, below.

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

2. Addenda

If necessary, the DAA will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum to all parties who have been furnished notice of the RFP for bidding purposes.

All bidders should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to the RFP.

3. Definitions

The use of "shall", "must" or "will" indicates a **mandatory** requirement or condition in this RFP. Failure to comply with such requirements or conditions will result in the disqualification of a proposal.

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

4. Grounds for Rejection of the Proposal

A proposal **shall** be rejected if:

- It is received at any time after the exact time and date set for receipt of bids or not delivered in the manner as stated in Part 2, section C.

- It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP.
- The bidder has submitted multiple bids in response to this RFP without formally withdrawing other bids.

A proposal **SHALL** be rejected if:

- It contains false or misleading statements or references that do not support attributes or conditions contended by the bidder. However, the proposal *shall* be rejected if, in the opinion of the DAA, such information was intended to mislead the DAA in its evaluation of the proposal and the attribute, condition or capability of the requirements of this RFP.
- It is unsigned.

5. Right to Reject Any or All Proposals

It is the policy of the DAA not to solicit proposals unless there is a bona fide intention to award a contract. However, the DAA Board of Directors reserves the right to reject any or all proposals or to cancel the RFP at any time prior to it awarding a contract.

6. Protests

Any bidder may file a protest regarding the awarding of the contract. The initial protest letter and a detailed, written statement of the protest, including the RFP number, the name of the state agency involved and the agency contract person, must be filed with the DAA and with DGS at:

Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, California 95605
FAX: (916) 376-5088

49th District Agricultural Association
Attention: Sheli Wright, CEO
401 Martin Street
Lakeport, CA 95453
EMAIL: ceo@lakecountyfair.com

Protests can be sent by regular mail, facsimile, courier, or personal delivery. Protestants should include their fax numbers if they have one.

There are time limits in which to file a protest. The initial protest letter must be filed within the “Notice of Intent to Award” period of five (5) working days.

After filing the initial protest letter, the protestant has five (5) calendar days to file a detailed written statement of the protest grounds, if the original protest did not contain the complete grounds for the protest.

B. OTHER INFORMATION

1. Disposition of Proposals

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

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.

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 2.

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 and shall on that basis be rejected.

PART 4
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.

A. EVALUATION AND SECTION PROCESS

1. Following the deadline for receipt of proposals, each proposal will be reviewed to determine if:
 - Proposal was received by the deadline time and date; and
 - Proposal was delivered in the required manner; and
 - Technical proposals contain the format requirements and all information requested.

If a proposal does not conform to the above requirements, it shall be rejected. This is not a public review.

2. Proposals that meet the requirements as stated in the previous paragraph will be submitted to the Committee for:
 - Review and scoring of the technical proposal.

This is not a public review.

3. The DAA reserves the right to verify any reference and employment experiences referenced or disclosed in a proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies may be grounds for disqualification or receipt of a lower score.
5. The "Financial Proposal Bid Form" of all qualifying technical proposals are then opened and scored. This is a public opening. The points are added to the technical proposals to obtain a total score.
6. Certified small business bidders shall be granted a preference of 5%.
7. The proposed award will be made to the bidder with the highest final score.
9. In the event of a tie in determining the successful bidder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of the tied bidders.
10. All bidders will be notified of the results via email (if provided) and mail.

PART 5
FORMAT AND CONTENT REQUIREMENTS

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

The proposal must be printed on 8 ½ x 11-inch paper. The pages of the proposal must be numbered in the following format “Page X of X”. Proposals need not be elaborate as to construction or graphics. The Evaluation Committee will consider the ideas presented within, rather than the appearance of the proposal.

TECHNICAL PROPOSAL

The technical proposal shall contain at a minimum, the following information. Supporting documentation may also be included. Any material which a bidder may wish to have considered on its behalf must be submitted, in writing. No verbal information may be considered by the Evaluation Committee.

COVER LETTER

Each proposal must be submitted with a cover letter, on letterhead, and contain the following statement followed by the signature of a representative authorized to submit the proposal:

“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures, and instructions concerning the award of the RFP to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting firm, it is agreed that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal.”

SECTION I

Table of contents
Completed and signed Contractor Status Form (see part 9)

SECTION II

- A. QUALITY OF PROGRAM** – Description of beer sales (wine or spritzer types of sales may be included) for proposed fair event with cohesion of regular fair schedule and grandstand entertainment events. Safety features of sales program, including policies and procedures. Provide program description such as, description of marketing approach, staffing/personnel, training, Point of Sales system utilized and accounting for daily sales receipts.

B. EXPERIENCE – Attach description of experience with high volume point of sale alcohol transactions and complete biography for and supervisory personnel.

Operation/Supervisory Personnel: Provide a biography, including past experience in operation of high motorized or special events, examples of those activities and level of responsibility within those functions. Give examples of experience in advertising, promotions, business, working with the public, and any other knowledge that would be applicable to the overall operation of racing.

Attach a complete list of bidder’s performance history under similar or relevant conditions. Specify overall qualifications of company or individual and business philosophy, attitude, interest in project, integrity, etc. Must submit proof of doing competition events or company campaigns that are of similar size or scope during the past five (5) years.

Letters of Reference – – Three (3) letters of reference attesting to bidder’s: ability to operate and/or promote a multifaceted concession sale with integrity; experience with the general public; or other attributes that would be associated with operating a successful sales program at the Lake County Fairgrounds. Letters should preferably be from **nonpartisan** managers, other fairground CEOs, or executive staff of event facilities who have worked directly with bidder on promotions, events or operations in a similar manner.

SECTION III

- a. **FINANCIAL RESPONSIBILITY** - A successful **credit and background evaluation of the bidder(s) and vendor/manager** (if vendor and manager are not the same entity) financial status.
- b. Ability to secure insurance (**letter from insurance agency**);
- c. **A true statement** that Bidder has no outstanding financial obligations owed under previous or current contracts and **no outstanding financial or reparation obligations owed under previous or current contracts.**
- d. **A letter from your distributor** indicating that proposer has an account in good standing for keg sales.

FINANCIAL CONSIDERATIONS - A **‘minimum guarantee’** will be the minimum monetary amount to be paid to the DAA for each contract year, which customarily occurs from the from the rent and sales revenue of beverage sales.

The **“Financial Proposal Form”**, included within this RFP, must be completed, and signed by the authorized representative. Please refer to the Financial Proposal Form for scoring information.

Financial Factors

1. The DAA will charge at a **minimum an annual guarantee** of \$14,000
(Fourteen Thousand Dollars)

Against

Minimum guarantee as stated above or

- a) \$145 per open keg, and 25% of all other beverage sales verified by point-of-sale system (cash register “Z” tapes or Square POS with register (no handheld or phone sales use allowed).
- b) All voids documented as to why.

WHICHEVER IS GREATER.

SECTION V

A. VERIFICATIONS

- a. **Verification by an insurance company**, licensed to do business in California, of the bidder’s ability to obtain adequate coverage and liquor liability (see exhibit B), naming the State of California, the 49th District Agricultural Association, their agents, officers, servants and employees as additionally insured.

SECTION VI (If applicable)

Small Business Preference Documentation:

- a. One (1) copy of the small business certification letter, if bidder is claiming the Small Business Preference and has already received certification;
- b. Or, if application for the preference has been submitted to DGS a copy of the application and proof of transmission to DGS including the date and time submitted.
- c. Or, if claiming the preference as a non-small business subcontracting with certified small business, 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 a copy of the sub-contractor’s certification or a copy of its application and proof of transmission to DGS, including the date and time submitted.

**PART 6
SCORING CRITERIA AND ITEMS SCORED**

Each proposal will be evaluated for required information in conformance with the submission requirements of this RFP, prior to being scored. If scored, any fractions in percentage points will be rounded off to the next number. The total score for the Technical Proposal and the Financial Proposal will be added together, for a maximum score of 100 points.

MINIMUM QUALIFICATIONS If Minimum Qualifications are not met, bidder will be disqualified	Yes	No
Received by deadline One sealed package containing 3 (three) copies of the technical proposal and labeled with the bidder's name, vendor(s) name, the RFP number, and "Technical Proposal"		
Technical proposal cover letter Table of contents Completed and Signed Contractor Status Form		
TECHNICAL PROPOSAL - SECTION II: Description of Program -Special Individual/Entity Attributes Experience - Biographies - Three (3) letters of recommendation		
TECHNICAL PROPOSAL - SECTION III: Verifications - Insurance Financial Responsibility - Statement regarding DAA previous/current contracts - Authorization to Check Credit Form - Distributor letter		
One sealed package labeled "Financial Proposal Bid Form" (Opened in public) *Must be no less than minimum guarantee		
If "No" is checked for any of the above items, the minimum qualifications are NOT met, and the proposal will not move to the scoring round.		
SCORING CRITERIA – TECHNICAL PROPOSAL	Points Available	Points Awarded

<p>1. Quality of Program (25 points)</p> <p>QUALITY OF PROGRAM – Description of beer sales (water, wine or spritzer types of sales may be included) for proposed fair event with cohesion of regular fair schedule and grandstand entertainment events. Proposed price list for 1st year sales. Safety features of sales program, including policies and procedures.</p> <p>Provide program description such as, description of marketing approach (what will you do different to increase responsible sales), staffing/personnel information, training, Point of Sales system utilized and accounting for daily sales receipts.</p>	<p>15</p> <p>10</p>	<p>_____</p> <p>_____</p> <p>=====</p>
<p>2. Experience (15 points)</p> <p>Biography for each representative of bidder who will be involved with this operation. (Bidder/Principle(s) and Operation Personnel, see Section II, B.) Review of Bidder’s performance history under similar or relevant conditions. Specify overall qualifications of company or individual and business philosophy, attitude, interest in project, integrity, etc. Must submit proof of doing competition events or company campaigns that are of similar size or scope during the past five (5) years.</p> <p>No more than three (3) letters of reference attesting to bidder’s: ability to operate and/or promote a multifaceted business with integrity; experience with the general public; or other attributes that would be associated with operating successful beer sales for the Lake County Fair. Letters should preferably be from nonpartisan managers, other fairground CEOs, or executive staff of event facilities who have worked directly with bidder on promotions, events or operations in a similar manner.</p>	<p>7.5</p> <p>7.5</p>	<p>_____</p> <p>_____</p>
<p>3. Financial Responsibility (25 points)</p> <p>A successful background and credit evaluation of the bidder(s), vendor(s), manager(s), if bidder and vendor/contractor are not the same entity; a true statement that Bidder has no outstanding financial obligations owed from doing business under previous or current contracts.</p> <p>Ability to secure required insurance.</p>	<p>5</p> <p>5</p>	<p>_____</p> <p>_____</p>

A letter from your bank indicating that proposer has the ability to pay the first years minimum.	5	_____
A letter from your distributor indicating credit worthiness for no less than 100 kegs of beer.	10	_____
TOTAL POINTS – TECHNICAL PROPOSAL	Maximum Score Available 65	SCORE

SCORING – FINANCIAL PROPOSAL Refer to Financial Proposal Form for Formula	Points Available	Points Awarded
Financial Proposal Form	35	
Certified Small Business Preference (If applicable)	---	
TOTAL POINTS –	Maximum Score Available 100	SCORE

PART 7
FORMS TO BE USED IN THE RESPONSE OF RFP 2022-01

The following forms are included for your use in responding to this RFP:

Financial Proposal Form

Contractor Status Form

Authorization to Check Credit.

* At minimum this should be completed for the individual **Contractor, Manager** and **Vendor**, if parties are not the same (i.e., a corporation or nonprofit will include Manager, Operations Supervisor, Fiscal Personnel)

FINANCIAL PROPOSAL INFORMATION
RFP 2022-01
49th DISTRICT AGRICULTURAL ASSOCIATION

Money offers will be accepted based on the contractor paying the minimum or Kegs sales plus 25% of all other sales of the gross receipts. (**Guarantee shall not be less than \$15,000 per year**).

FORMULA:

For the purpose of evaluating and determining the points awarded for financial offers, as described under Part 4 and awarded under Part 5, we will use the following minimum as multipliers to determine the bid value of all proposals as outlined below:

- 1) \$14,000 in keg sales at no less than \$145 per open keg
- 2) 25% of all other beverage sales

Bidder with the highest total offer will receive 35 points; all other bidders will receive a proportionate number of points.

Example(s):

Proposer 1 bids –

1. *\$145 per keg at no less than 100 kegs or \$14,500; and*
2. *25% of all other beverage sales, no less than \$3000 gross other beverage sales or \$750.00*

Proposal 1 = \$15,250.00 guarantee x 3 years = \$45,750.00 Points will be awarded on the value of \$45,750.00/3years = \$15,250.00

Proposer 2 bids –

1. *\$14,000 minimum guarantee for 2023, \$14,500 minimum guarantee for 2024, and \$15,000 guarantee for 2025; and*
2. *No less than \$5,000 of grounds improvements per year , against:*

Proposal 2 = 2023, \$14,000+ 2024, \$14,500 +2025, \$15,000 =\$43,500 + 15,000 in improvements = \$58,500 guarantee. Points will be awarded on the value of \$58,500/ 3 years = \$19,500

The formula for determining revenue points is based on a fraction of low bid to high bid.

High proposal, Proposal 2, receives full 30 points.

Proposal 1, receives 23.40 points

Calculated as follows: Proposal 1 (\$15,250.00)

(divided by 3 years) High proposal \$19,500 avg. per year = 100% = 30 points

Proposal 1 (\$15,250.00)

\$15,250.00/ \$19,500 = 78 %

30 points possible x .78 = 23.40 points

BIDDER _____

FINANCIAL PROPOSAL:

Bidder offers to pay the following to the DAA: (Do **not** include the fees charged by the DAA for utility reimbursement, cleaning, or labor.)

- a) A Minimum Guarantee of \$ _____ for the 2023 proposed Fair, or \$ _____ per open Keg
- b) A Minimum Guarantee of \$ _____ for the 2023 proposed Fair, or \$ _____ per open Keg
- c) A Minimum Guarantee of \$ _____ for the 2023 proposed Fair, or \$ _____ per open Keg
- d) ____ % of all other beverage sales

1. Other per year -
 (describe) _____

 _____ Value \$ _____

2. Other (describe value) _____

Item "other", allows the proposer to describe any other financial attributes of their proposal they may wish to include. This could be, but is not limited to, capital improvements, sponsorship incomes, attendance bonuses, special attractions or revenues, annual event support, purchases for fair needs, etc. For the purpose of calculations and awarding points, the scoring committee will only include those items that they assessed at a direct dollar amount. The committee will not provide points towards items that are subjective, not tangible, or do not benefit the DAA. Dollar amount can be added to over all financial proposal, at the reviewer's discretion.

All bidders must fill in the following information and sign this form in order for the "Financial Proposal Bid Form" to be considered.

NAME	TELEPHONE NUMBER
ADDRESS	CITY/ZIP CODE

Bidder certifies to the DAA that bidder has thoroughly familiarized him/herself with the DAA facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

By signing this "Financial Proposal Bid Form," the bidder certified that he/she has read and understood the RFP package including the information regarding bid protests. Further, bidder certifies that the information provided by the bidder is accurate, true, and correct, and not intended to mislead the DAA in any manner.

SIGNATURE	TITLE	DATE
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49th DISTRICT AGRICULTURAL ASSOCIATION
RFP 2022-01

CONTRACTOR STATUS FORM

In presenting this proposal, I/We acknowledge familiarity with this site and facilities and have carefully examined the Request for Proposals dated and any addenda thereto.

Name _____ and Name _____

Vendor/Contractor Name, if not same as above _____

Title _____

Signature of Official(s) _____

Address _____

City/State _____ Zip Code _____

(check appropriate item)

Status of Proposer: Individual Partnership
 Corporation (state in which incorporated) _____ Non-profit (type ____)
 Joint Venture Other (please explain on reverse)

Small Business Preference selected Yes No

The 49th District Agricultural Association reserves the right to waive minor irregularities in any proposal or to reject any and all proposals if in the best interest of the DAA to do so.

NOTE: PROPOSERS WRITTEN RESPONSE TO REQUEST FOR PROPOSAL SHALL BE ATTACHED HERETO AND MADE A PART OF THIS PROPOSAL.

49th DISTRICT AGRICULTURAL ASSOCIATION
RFP 2022-01

AUTHORIZATION TO OBTAIN CREDIT CHECK

This form should be completed for the Contractor, Manager, Promotor and Fiscal Personnel, if parties are not the same.

By my signature below, I _____ authorize the 49th District Agricultural Association to obtain a background check and/or consumer credit report. This authorization is valid for purposes of verifying information, given to employment, leasing, rental, tenant background, business negotiations, previous employment or contract references or any other lawful purpose covered under the Fair Credit Reporting Act (FCRA). By my signature below, I hereby authorize all corporations, former employers, proprietors, credit agencies, city, state, and federal court and agencies to release all information they may have about me. This authorization shall be valid in original form or copy.

Signature (in ink)

Date

Social Security # or TIN _____

DOB: _____

Driver(s) license or ID _____ (please provide copy)

Address(es) held for the last seven years

This credit check release applies to:

- CONTRACTOR
- Vendor
- MANAGER
- Other _____

ATTACHMENT A: SAMPLE CONTRACT

OPERATIONS AGREEMENT
FOR BEER & ALCOHOL CONCESSIONS
BETWEEN
49TH DISTRICT AGRICULTURAL ASSOCIATION
AND

Agreement No. RA23/___LT
Date: _____

THIS OPERATIONS AGREEMENT (“Agreement”) is made and entered into between the 49th District Agricultural Association (“DAA”), commonly known as the Lake County Fairgrounds (“Fairgrounds”), an institution of the State of California, having its principal office at 401 Martin Street, Lakeport, California 95453, and [Contractor’s Name] (“Contractor”), having its principal office at [Physical address]. The DAA or Contractor may be individually referred to as a “Party” or collectively as the “Parties.” The DAA and Contractor agree as follows:

TERMS AND CONDITIONS

1. Term

The term of this Agreement is for three (3) years, beginning August 1, 2023, and ending October 15, 2025, unless sooner terminated as provided for in this Agreement. The annual fair begins the Thursday before Labor Day each year and runs through the Sunday before Labor Day.

This Agreement may be extended for an additional term up to two (2) years, within the sole discretion of the DAA Chief Executive Officer (CEO) and provided that Contractor has fulfilled all of its obligations under this Agreement. Use fees and other financial contribution to be paid under any extension(s) of this Agreement shall be negotiated by October 30 of the expiring year and shall guarantee a minimum use fee that is no less than the 2023 sales payment. Any extension shall be in a writing, signed by the Parties, and executed no later than November 30 of the expiring year.

2. Premises

During the fair, the DAA grants Contractor the use of the beer booth, a permanent structure near the as indicated in the “Site Map,” attached hereto as Exhibit “A”, and hereinafter collectively referred to as the “Premises”. Beer sales (which does not include other alcoholic beverages) are exclusive to the contractor during the four (4) days of the Lake County Fair. Contract shall also provide beer sales at or near Lewis Hall, in a temporary structure and during the Junior Auction on Saturday of fair.

The Contractor shall have exclusive use of the Beer Booth Premises only on the dates of fair. The DAA reserves the right to use the Premises any other time.

3. Use

Contractor shall be responsible to advertise, schedule and promote beer and other beverage sales. Contractor will provide, at its sole expense, all necessary staff, offices, food and beverage concessions, supplies, point of sales system and personnel for the safe, sanitary and efficient operation of the program to be open to the general public.

4. Dates and Hours of Operation

Contractor shall operate two booths during all public open hours of the fair, with closure of alcohol sales a half hour before fair close. Saturday, during the Junior Livestock auction, hours may fluctuate, but may be no less than 10:00 AM to 5:00 PM.

Contractor shall have access to the Premises up to one week prior to and one week following the annual fair.

Contractor shall work with the DAA on a schedule for access to the Premises to set-up for an event and for securing the Premises.

The DAA is in no way liable to the Contractor in the event of an emergency that requires cancelation of the annual fair event due to a natural disaster or other unforeseen emergency declared by local, state or federal government.

5. Use Fees

Contractor shall guarantee the following for the annual beer concession sales at fair :

- Minimum guarantee of \$ _____ for the 2023 Fair
- Minimum guarantee of \$ _____ for the 2024 Fair
- Minimum guarantee of \$ _____ for the 2025 Fair

Accounting shall be provided to the DAA each morning by 10:00 following an open fair day, and accounting and payment of guarantee shall be provided by 10:00 AM on Monday following fair.

[Insert: Percentage or minimum amount owed for sales of alcohol and beverage sales from the winning proposal]

[Insert: Other financial contribution as described in winning proposal]

Concessionaires are not permitted to work from an open cash drawer, money apron or cash box. Each item sold must be entered into a cash register, including but not limited to cash and credit/debit sales.

Contractor has access to various DAA equipment for operating concessions, including but not limited to, ice makers, stoves and ovens, sinks, refrigerators, and walk-in boxes. Contractor is not required to use DAA-owned equipment. Should Contractor choose to use DAA-owned equipment, it is available "as is". Contractor shall be responsible for the maintenance, upkeep and, if necessary, replacement of DAA equipment used by Contractor. Equipment is deemed in good repair at commencement and a walk through of facility is required before and after each fair.

Contractor agrees to provide all equipment necessary for successful operation of concessions. All beverage items shall be served in paper or plastic containers. Glass containers or bottles are prohibited.

It is the responsibility of Contractor to keep a neat and clean concessions operation and to meet Lake County and State of California health and fire regulations and to obtain, at Contractor's expense, all required permits, extinguisher and ancillary systems and updates during this Agreement.

Contractor agrees to obtain a State Seller's Permit from the State Board of Equalization and report all sales on fairgrounds, agrees to obtain and environmental health permits and a special event liquor license from the Department of Alcoholic Beverage Control prior to opening a race event. Copies of required permits and licenses to be provided to the DAA. Contractor must get annual written permission from the DAA for a restaurant or long-term alcohol permit and agrees to surrender alcohol permits for the beer booth as needed for other events.

(a) Sales Records; Event Report

Contractor shall provide a sales report and payment to the DAA by the first Monday following fair. The report shall include:

- a. Date, type, and quantity of sales.
- b. Kegs and other beverage case documentation with returns
- c. Payment reconciliation report with detail of percentage due to the DAA and trial balance including minimum guarantee.

6. Audit

Contractor shall maintain sales and financial records for a period of five (5) years following the conclusion of this Agreement or until an audit, whichever occurs first. The Contractor agrees that the DAA may audit any or all records relating to this contract during said period.

The DAA may audit the financial records of Contractor by giving a 14-day notice. Contractor shall make all financial records available for inspection or audit by delivering copies to the DAA office within the fourteen days following any request by the DAA.

7. ATM Service

The DAA has the exclusive right to site, operate and collect revenues of ATMs on the Premises within its complete discretion.

8. Operations and Maintenance

Contractor shall be responsible for the operations and maintenance of the Premises as necessary in order to operate the beer sales program in a safe and sanitary manner for the general public and fair participants. Contractor shall provide all tools, equipment, personnel and supplies necessary for maintenance and safety, to protect the general public.

Contractor agrees to use reasonable care in its use and occupancy of the Premises and, at all times keep and maintain the Premises in a good, clean and safe condition and to prevent waste upon or damage to the Premises, all within the sole judgment of the DAA. Contractor shall

maintain all equipment, inventories and other tangible property in a well maintained, neat, orderly and careful manner at all times.

(a) Cleaning and Refuse Removal

Contractor shall be responsible for all janitorial supplies, tools, labor and equipment necessary for the cleaning of the Premises and satisfactory removal of all refuse and waste materials created by the operations and events each evening. Contractor shall comply with the standard guidance for cleaning issued by the State Department of Public Health and the Center for Disease Control.

(b) Hazardous Waste

Contractor shall be responsible for any and all hazardous chemicals and spills on the Premises by Contractor or race participants including, but not limited to, oil, grease, transmission fluid, antifreeze, solvents. No hazardous chemicals may be stored on the Premises outside of race days except for those amounts needed for the operation of tools and equipment by Contractor. Any hazardous chemicals brought onto the Premises must be contained and maintained in a manner that adheres to all laws, regulations and product labels pertaining to the transport, use and storage of such.

(c) Green Waste and Weed Control

Contractor shall maintain a program of green waste by breaking down all boxes during fair for cleaning company to pick up.

9. Beverage Program Manager; Employees

Contractor shall provide a representative to be present on the Premises and available by cell during open hours of fair and to act as the Beverage Program Manager with authority to provide information and make decisions on behalf of Contractor.

Contractor shall hire, train, supervise, and control qualified employees or volunteers for operations. Contractor employees shall have neatness of appearance, including uniforms and name tags, for those in positions requiring contact with the public. Courteous professional treatment of the public and participants and responsible behavior on the Fairgrounds is required.

10. Signage

The Contractor may install signage only with the written preapproval of the DAA. All signs must be professional in appearance and posted in a manner and location deemed appropriate by the DAA. Contractor shall provide a beverage list with prices to the DAA two weeks prior to fair.

11. Improvements

Contractor may make "tenant improvements" or attach fixtures to the Premises at its sole cost and expense but only with the written preapproval of the DAA. "Tenant improvements" are defined as additions or modifications to the beer booth or area that directly relate to the regular course of operations. All tenant improvements or any fixtures attached to the Premises shall become the property of the DAA upon the expiration or early termination of this Agreement.

No capital improvements shall be made to the Premises unless pursuant to a separate, written agreement, signed by the Parties, and approved by the California Department of General Services. Plan reviews and inspections shall be conducted by the California Construction Authority. "Capital improvements" are defined as any construction or installation of new and permanent facilities or real property improvements, or replacement or reconstruction of existing improvements and facilities, which are above and beyond tenant improvements (as defined above) or ordinary repairs and maintenance, and that enhance the value, quality, capacity, and/or strength of the Premises.

12. Condition of Property

Contractor accepts the Premises "AS-IS," "WHERE-IS" and "WITH-ALL-FAULTS" subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the License Area, and accepts this Agreement subject thereto and to all matters disclosed thereby.

13. Right to Enter

The DAA reserves the right to enter the Premises at any time for any purpose. The DAA may make periodic inspections of the Premises to determine whether Contractor is in compliance with this Agreement.

14. Licenses and Permits

Contractor, at its own expense, shall obtain, maintain and comply with all licenses and permits required for its operations throughout the entire term of the Agreement.

15. Insurance

The provisions of the attached Exhibit "B", "Insurance Requirements", are incorporated herein and made a part of this agreement. General Liability and Liquor Liability coverage shall be in an amount not less than One Million Dollars (\$1,000,000) per occurrence. All other applicable coverage limits are as stated.

16. Indemnity and Hold Harmless

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the State of California, 49th District Agricultural Association and its agents, directors and employees from and against all claims, damages, losses and expenses of every kind, nature and description (including, but not limited to, attorney fees, expert fees and costs of suit), directly, or indirectly, arising from or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor or comparable provision of law) however caused or alleged to have been caused and even though claimed to be due to the negligence of the DAA. Provided, however, that in no event shall Contractor be obligated to defend and indemnify the DAA with respect to the sole negligence or willful misconduct of the DAA, its employees or agents (excluding Contractor herein or any of its employees or agents).

17. Incident or Injury

Contractor shall, within three (3) business days, report in writing to the DAA any incident that might reasonably be expected to result in a claim under the Indemnity and Hold Harmless or Insurance provisions of this Agreement. Contractor also agrees to provide the DAA with information as to the disposition of any claims within thirty (30) days following said disposition.

Contractor shall provide written notice to the DAA of any incident that results in death, dismemberment or other severe injury immediately, and no later than 24 hours, after the incident has concluded.

18. Compliance with Laws

Contractor shall not conduct or permit to be conducted on the Premises any activity, act or omission which is or may be contrary to, or in violation of, any applicable federal, state, or local law. Contractor shall comply with all applicable federal, state, and local environmental laws, including but not limited to, the Air Quality Board and Regional Water Quality Control Board. Contractor shall at all times conduct its business in compliance with the Clean Air Act, the Clean Water Act, The Porter-Cologne Water Quality Act, the California Environmental Quality Act, the national Environmental Protection Act and all comparable related and successor statutes, laws, ordinances and regulations.

19. Contractor Certification

Contractor shall comply with the State of California Contractor Certification Clauses, attached as Exhibit "A", and General Terms and Conditions, attached as Exhibit "C".

20. Equal Employment

Contractor shall comply with all federal, state, and local laws and regulations relating to equal employment, disability access and non-discrimination, including, but not limited to, the Unruh Act, Americans with Disabilities Act, Occupational Safety and Health Act, California Civil Code sections 51 through 54.6, inclusive and all comparable, related and successor statutes, laws, ordinances and regulations.

21. Non-Discrimination

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall

permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

22. National Labor Relations

Contractor, by signing this Agreement, does swear under penalty that no more than one final unappealable finding of contempt of court by a Federal court has been issued against that Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the national Labor Relations Board (Government Code Section 14780.5) (SAM Section 1212.7).

23. Certification

The "Contractor Certification Clauses" contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

24. Assignment and Subletting

The right and privileges granted hereunder shall not be assigned or transferred in any manner whatsoever by Contractor. For the purpose of this paragraph, an assignment or transfer includes the sale of any legal and/or equitable interest in Contractor. In the event of a sale or transfer of ownership that is approved by the DAA, the DAA reserves the right to negotiate all terms and conditions relevant to the Agreement, including termination of the Agreement.

Contractor shall not sublet any rights or privileges granted herein without the prior written approval of the DAA. In the event of a sublet that is approved by the DAA, the DAA shall have the right to review the contract and receive the percentage rent designated in the Agreement based upon the gross revenue from the operation of the sublease.

25. Default and Termination of Agreement

This Agreement shall be subject to termination by either Party at any time during the term hereof by giving the other Party at least ninety (90) days written notice.

In the event Contractor breaches any term or condition of this Agreement, the DAA shall provide written notice to Contractor of such breach within ten (10) calendar days of discovering the breach. Within thirty (30) calendar days of receiving the notice, Contractor shall correct the breach. In the event Contractor fails to correct the breach to the satisfaction of the DAA within the time specified, or such greater time period as the DAA may consent to in writing, the DAA shall have the right to terminate this Agreement within thirty (30) days written notice.

26. Possessory Interest

Contractor understands that this agreement may create a possessory interest, which is subject to Possessory Interest Taxation by the County of Lake. The contractor is solely responsible for all licenses, permit and taxes levied. Use of DAA property as described in Limits of Possession above may affect the taxation amount created by Contractor.

27. Entire Agreement; Amendment or Modification of Agreement

The Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties, and no oral understandings or agreements not incorporated into this Agreement and no alterations or variations of the terms hereof shall be binding upon either Party, unless made in writing and signed by the Parties.

28. Notices

Any and all notice given under this Agreement or otherwise may be served by enclosing the notice in a sealed envelope addressed to the other party and sent by certified or registered mail with postage prepaid, or by personal delivery. Notice shall be deemed given on the day of personal delivery, or three (3) days after mailing. Notice shall be given as follows:

DAA: 49th District Agricultural Association
Lake County Fairgrounds
401 Martin Street
Lakeport, CA 95453
Attention: Chief Executive Officer

Contractor:	<i>Physical Address</i> Contractor Name Address City, CA Zip Attention: Name, Title	<i>Mailing Address</i> Contractor Name Address City, CA Zip Attention: Name, Title
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29. Destruction of Premises

If all or any portion of the Premises is damaged or destroyed by any cause whatsoever (or by any cause for which Contractor is required under this Agreement to carry insurance), Contractor shall at its own cost and expense promptly repair the damage and restore the premises to at least the same condition that existed before that damage or destruction, regardless of whether any insurance proceeds paid for the damage or destruction are sufficient to cover the entire cost of repair or restoration.

During repair and restoration this Agreement shall remain in full force and effect and the rent payable under this Agreement shall not be abated in any way or to any extent. The proceeds of any insurance purchased by Contractor covering the damage or destruction shall be made available to Contractor for the repair or restoration required under this section.

30. Successors

Each and all of the terms and conditions herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the DAA and, subject to the provision as to assignment, any successors in interest of Contractor.

Subject to the provisions of this Agreement regarding assignment and subletting, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representative of the respective Parties.

31. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

32. Applicable Law and Venue

The Agreement shall be interpreted and enforced in accordance with the laws of the State of California and shall be deemed to have been made, and shall be performed, in the State of California.

33. Headings

The headings are inserted only as a matter of convenience and reference and do not define or limit to the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

34. Severability

If any covenant, term, condition, or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

35. Attorney's Fees and Costs

If either party brings any action or proceeding arising out of, or in any way related to this Agreement, or any right or remedy under this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs.

36. Approval

This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative and approved (if required) by the Department of Food and Agriculture (CDFA) and the Department of General Services.

Attachments included and are incorporated herein and made a part of this agreement:

- ✓Exhibit A: Contractor Certification Clauses
- ✓Exhibit B: Insurance Requirements
- ✓Exhibit C: General Terms and Conditions

- ✓Exhibit D – Rental Agreement Policy & Procedure
- ✓Exhibit E: Cleaning
- ✓Exhibit X -Labor Policy
- ✓COVID Liability/Hazardous Activity Forms
- ✓SITE MAP

IN WITNESS WHEREOF, this agreement has been executed in duplicate, by and on behalf of the parties hereto, the day and year first above written.

Contractor Address Here

Lake County Fair
401 Martin Street
Lakeport, CA 95453

Contractor

CEO 707-263-6181

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