REQUEST FOR PROPOSAL

#26-002

THREE (3) YEAR CARNIVAL OPERATION

WITH TWO (2) ONE-YEAR OPTIONS

15th District Agricultural Association

1142 South P Street

Bakersfield, CA 93307

RELEASE DATE: Friday, November 6, 2026

DEADLINE FOR QUESTIONS: Monday, November 23, 2026 by 4 PM

PROPOSAL DEADLINE: Monday, November 30, 2026 by 5 PM

All requests related to this Request for Proposal must be directed to:

Sean Andrew, CEO
sandrew@kerncountyfair.com or (661) 833-4900
(Email is the preferred form of communication)

This individual is the only authorized person designated to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Oral communication with officers and employees concerning this RFP shall not be binding on the Kern County Fair and shall in no way excuse the bidder of the obligations set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered.

15th District Agricultural Association
REQUEST FOR PROPOSAL #26-002
Three (3) Year Carnival Operation with Two (2) One-Year Options

Table of Contents

1. Introduction 5
   - 1.1 SUMMARY 5
   - 1.2 REQUEST FOR PROPOSAL - PRIMARY METHOD 5
   - 1.3 HISTORY, GOALS, AND GENERAL BACKGROUND 5
   - 1.4 CONTACT AND PROCUREMENT ADDRESS 8
   - 1.5 TIMELINE 8
2. Definitions 9
3. General Info, Proposal Instructions and Provisions 11
   - 3.1. CONTRACT TERM 11
   - 3.2. SPECIAL CIRCUMSTANCES 11
   - 3.3. BIDDER RESPONSIBILITY 11
   - 3.6. WRITTEN REQUESTS FOR ADDITIONAL INFORMATION 12
   - 3.7. CHANGES TO THE RFP (ADDENDA) 13
   - 3.8. FORMAT AND CONTENT REQUIREMENTS 13
   - 3.9. PROPOSAL SUBMISSION INSTRUCTIONS 14
   - 3.10. CONTRACT AWARD 15
   - 3.11. SMALL BUSINESS PREFERENCE 15
   - 3.13. INSURANCE 16
   - 3.14. PRE-CONTRACTUAL EXPENSES 17
   - 3.15. SIGNATURE 17
   - 3.16. SINGLE PROPOSAL RESPONSE 17
   - 3.17. TAXES 18
   - 3.18. NON-ASSIGNMENT 18
   - 3.19. LOSS LEADER 18
   - 3.20. UNANTICIPATED TASKS, TIME OR DELIVERABLES 18
   - 3.21. CONFLICT OF INTEREST 18
   - 3.22. RESULTING CONTRACT 19
   - 3.23. ERRORS 19
   - 3.24. ADDENDA 20

3.25. GROUNDS FOR REJECTION OF PROPOSAL 20
3.26. STATE'S RIGHT TO REJECT ANY OR ALL PROPOSALS 21
3.27. PROTESTS 21
3.28. DISPOSITION OF PROPOSALS 22
3.29. CONFIDENTIALITY OF PROPOSALS 22
3.30. MODIFICATION OR WITHDRAWAL OF PROPOSALS 22
3.31. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS 22
4. Scope of Work (Exhibit A) 23
4.1. OPERATIONAL CARNIVAL 23
4.2. RIDES 24
4.3. CONCESSIONS 24
4.4. OTHER SERVICES 25
4.5. PERFORMANCE OF CONTRACT 25
4.6. SAFETY 25
4.7. CARNIVAL OPERATION 26
4.8. HOSPITALITY 33
4.9. CARNIVAL AREAS & PARKING 33
5. Evaluation, Selection and Scoring Process 34
5.1. EVALUATION AND SELECTION PROCESS 34
5.2. SCORING PROCESS - CRITERIA & COMPOSITION, DETERMINATION OF POINT TOTALS 35
5.3. TECHNICAL EVALUATION RATING STANDARDS 35
6. Evaluation Criteria 36
7. Financial Proposal 39
8. Vendor Questionnaire 43
8.1. EVALUATION AND SELECTION PROCESS 43
8.2. BIDDER MINIMUM QUALIFICATION REQUIREMENTS 43
8.2.1. Experience in Carnival Operation* 43
8.2.2. Authorization to Conduct Business in California* 43
8.2.3. Business in Good Standing Requirement* 44
8.3. TECHNICAL PROPOSAL 44
8.3.1. Comparable Carnival Experience* 44
8.3.2. Qualified Key Personnel* 44
8.4. REQUIRED ATTACHMENTS/DOCUMENTS 45
8.4.1. Reference Letters* 45
8.4.2. Current Insurance Coverage* 45

8.4.3.	Financial Proposal Form*	45
8.4.4.	Certificate re California GC 1090 and Disclosure of Interests*	45
8.4.5.	Payee Data Record STD 204*	45
8.4.6.	Contractor Certification Clauses*	45
8.4.7.	Bidder's Declaration*	45
8.4.8.	Subcontractor's Declaration	46
8.4.9.	Small Business Certification	46
8.4.10.	Commercially Useful Function Compliance	46
8.4.11.	California Civil Rights Laws Attachment*	46
8.4.12.	Darfur Contracting Act Certification*	46
8.4.13.	Iran Contracting Act Verification*	46

1. Introduction

1.1 SUMMARY

The Association is releasing this solicitation with the intent of awarding a single contract for Carnival Operations. The Association is seeking **a highly qualified, professional Carnival Operator for the annual Kern County Fair for the years 2027, 2028, and 2029 with two one-year options in 2030 and 2031**. Services include, but are not limited to, providing carnival rides, carnival games, ride and game operators, ticket sales and other ancillary services related to carnival operations.

The Association may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in this solicitation, and waive any irregularities or technicalities. The Association may re-advertise this solicitation; postpone or cancel this solicitation, at any time, during the solicitation process. The decision as to whether a contract award shall be made, and to whom, shall be at the sole and absolute discretion of the Association.

1.2 REQUEST FOR PROPOSAL - PRIMARY METHOD

Any contract resulting from this RFP will be awarded to the Bidder(s) whose proposal(s), as determined by the Association, best meet(s) the requirements set forth in this RFP. The Association will utilize the Primary RFP Method, in accordance with the DGS State Contracting Manual (SCM), Volume 1, §5.20 et seq., and Public Contract Code (PCC) §10344. Under this method, proposals will first be reviewed to ensure they meet the format requirements and the minimum standards specified in the RFP. Proposals that meet these requirements will then be evaluated and scored on technical and qualitative factors.

Considerations on the qualitative and technical factors are outlined in the *Evaluation, Selection and Scoring Process* and *Evaluation Phases sections.*

The sealed cost proposal for those proposals that meet the minimum score threshold established in the technical evaluation phase shall then be publicly opened and read. **All Financial Proposals must be submitted separately from the technical proposal** in a sealed envelope for all submissions. Financial Proposals will remain **sealed and confidential** until the Association's evaluation team has reviewed and deemed the proposal qualified. Only after a proposal has been determined to meet all qualification requirements will the sealed pricing be opened. The contract must be awarded to the lowest-cost responsible Bidder.

The Association may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in this RFP, and waive any irregularities or technicalities. The Association may re-advertise this RFP; postpone or cancel this RFP, at any time, during the RFP process. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the Association.

1.3 HISTORY, GOALS, AND GENERAL BACKGROUND

BACKGROUND

The Kern County Fair ("Fair") is an annual event held in September / October at the Kern County Fairgrounds. The 12-day event attracts approximately 300,000 to 350,000 guests.

The Fair Is held at the Kern County Fair and Event Center, a 168-acre indoor/outdoor State-owned property in Bakersfield, California. The Fair operates for twelve (12) consecutive days, beginning on a Wednesday and

concluding on the following Sunday. A first-class carnival for adults, families, and children is an important part of the annual Fair tradition.

The Carnival Operator will serve as an independent partner and must have the capability to operate a fully digital carnival ticketing system, with at least two (2) years of experience using such system in the marketplace. The Carnival Operator may also provide limited food and non-alcoholic beverage concessions and game concessions, subject to Fair approval.

All advance sale, pre-sale, online, and promotional carnival ticketing programs shall be managed, hosted, and coordinated through the Kern County Fair. Guests shall not be directed to purchase advance sale, pre-sale, online, or promotional carnival tickets through the Carnival Operator's website, third-party ticketing platform, social media accounts, or any other external sales channel unless expressly approved in writing by Fair Management.

Once the Fair begins, the Carnival Operator shall be responsible for managing on-site carnival ticket sales, ticket booths, wristband sales, ticketing equipment, and related carnival ticketing operations, subject to the Fair's approval, audit rights, and oversight. The Carnival Operator may submit proposed ticketing and promotional concepts for consideration; however, all ticketing, marketing, advertising, public messaging, and promotional programs must receive prior written approval from Fair Management and shall be coordinated through the Kern County Fair. *(Carnival may remain open after Fair Gates close)*

Gross Sales Averages for Most Recent Fairs (2025, 2024, 2023)

Carnival Gross Sales:	2025	$3,950,374.00
	2024	$3,836,993.00
	2023	$3,899,707.00

Single Day Gate Admission Prices for the 2025 Fair

Adult (13-61)	$15.00	Children (5 & Under)	Free
Senior (62+)	$10.00	Active & Retired Military	Free
Children (6-12)	$ 6.00		

Annually the Fair offers discounts and/or free admission for special classes of attendees including a *Special Friends Day* (Special Friends & Caregivers, 9:00 am to Noon).

Fair Dates for 2027

September 22nd to October 3rd, 2027

Similar 12-day span is expected for 2028, 2029, 2030 and 2031 with late September start.

2026 Fair Public Hours (Wednesday, September 23 – Sunday, October 4, 2026)

Monday through Thursday:	4:00 pm – 11:00 pm
Friday, September 25th:	9:00 am – 11:00 pm (carnival hours 3:00 pm – 11:00 pm)
Friday October 2nd:	3:00 pm – 11:00 pm
Saturdays:	12:00 pm/Noon – 11:00 pm
Sundays:	12:00 pm/Noon – 10:00 pm

Pre-Sale

Annually, the Fair may offer pre-sale promotions for the public, which may include, but are not limited to, flash sales, discounted season passes, carnival wristband promotions, and other promotional offers as determined by the Fair from year to year.

The Carnival Operator, in partnership with the Fair, shall offer a discounted pre-sale Unlimited Ride Wristband or similar carnival promotion, as mutually agreed upon by the Fair and the Carnival Operator each year. All advance sales, pre-sales, online, and promotional carnival ticketing shall be hosted, managed, and sold directly through the Kern County Fair and/or the Fair's approved ticketing platform.

The Carnival Operator shall not sell, advertise, publish, distribute, or direct guests to purchase advance sale, pre-sale, online, or promotional carnival tickets, wristbands, passes, discounts, or offers through the Carnival Operator's website, social media accounts, third-party ticketing platform, or any other external sales channel without prior written approval from Fair Management.

Once the Fair begins, the Carnival Operator shall be responsible for on-site carnival ticketing operations, including ticketing booths, wristband sales, ticketing equipment, ticketing staff, and related customer service, subject to Fair approval, audit rights, and oversight.

For reference, the 2025 Unlimited Ride Wristband price was $45 during the Fair. Future pricing, discount amounts, promotional structures, ticket types, and sales periods may vary from year to year and must be approved in writing by the Association.

General Goals

The Kern County Fair is seeking a respected, experienced business partner that operates a professional carnival. Submitted bids should reflect a plan of action for advancing the following goals:

- Provide the highest level of safety for guests, operators, and all other people
- Provide the highest standard of public image
- Provide equal accommodation for all guests
- Provide effective quality control
- Provide comprehensive and superior customer services and solid public relations
- Provide a superior, professional and friendly carnival workforce and state-of-the-art rides, games, equipment, and carnival environment
- Provide the best work environment for their employees and support service providers
- Provide a growth oriented, innovative, entertainment venue that increases Fair revenue, carnival gross, and fairgoers' comfort.

Marketing, Promotion, Revenue, and Investment Goal

All marketing, advertising, promotions, publicity, media relations, public announcements, social media content, digital campaigns, email campaigns, website content, printed materials, ticket promotions, discount offers, giveaways, contests, and any other public facing communications related to the Kern County Fair, the carnival, carnival ticketing, carnival promotions, or carnival operations shall be coordinated through and approved in advance by the Kern County Fair.

The Carnival Operator shall not create, publish, distribute, boost, sponsor, post, share, announce, or otherwise release any marketing, advertising, promotional, or public facing content related to the Kern County Fair or carnival operations without the prior written approval of Fair management. This includes, but

is not limited to, social media posts, paid advertisements, press releases, website pages, landing pages, email campaigns, printed flyers, radio/television advertising, influencer partnerships, contests, coupons, giveaways, and discount promotions.

The Carnival Operator may submit proposed promotional ideas, campaign concepts, artwork, ticket offers, and related materials to Fair Management for consideration. However, all final marketing strategies, messaging, timing, branding, creative direction, public release, and promotion of carnival related offers shall be controlled by Kern County Fair. Any approved use of Carnival Operator logos, artwork, marks, links, ticketing platforms, or promotional materials shall be subject to Fair Management approval and must align with the Fair's annual brand, theme, policies, sponsorship obligations, and public communication standards.

1.4 CONTACT AND PROCUREMENT ADDRESS

Sean Andrew, CEO
15th District Agricultural Association
1142 South P Street
Bakersfield CA 93307
Email: sandrew@kerncountyfair.com
Phone: (661) 833-4900

1.5 TIMELINE

Release Project Date:	Friday, November 6, 2026
Site Walk:	Tuesday, November 17, 2026
Questions Due:	Monday, November 23, 2026, by 4:00pm *submissions by email only:* sandrew@kerncountyfair.com
Proposals Due:	Monday, November 30, 2026, by 5:00pm
Anticipated Notice of Proposed Award:	Monday, December 7, 2026
Anticipated Contract Award Date: *(No protests may be filed after this date)*	Tuesday, December 15, 2026
Posted Contract Commences:	Friday, January 1, 2027

2. 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.

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

15th DAA, Association, District, or State	Refers to the 15th District Agricultural Association, a California state institution, which operates and administers the Kern County Fairgrounds & Event Center/Kern County Fair. The 15th District Agricultural Association is not a local government agency.
Bidder	The individual, company, organization, or business entity submitting the proposal in response to the Request for Proposal.
DGS	Refers to the Department of General Services, State of California, located at 707 Third Street 2nd Floor, Sacramento, CA 95605
Evaluation & Selection Committee	"Committee" chosen by the Association to review, evaluate and score proposals received in response to the RFP. As required by Section 5.15(f) of the DGS State Contracting Manual, the members of the evaluation and selection panel will be from the 15th DAA, the agency soliciting Proposals under this RFP.
Executive Management	Refers to the Association's Chief Executive Officer or Deputy Manager.
F & E	Referring to the Fairs and Expositions Branch of the California Department of Food and Agriculture, State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F & E is located at 1220 N Street, Suite 315, Sacramento, CA 95814
Financial Proposal	The cost/price portion of the proposal, as detailed in the "Pricing Proposal" form.
Format	Refers to both the arrangement of requested information and statements, as well as the packaging and labelling of the proposal. Failure to use the requested format required for submission of the proposals will be deemed not responsive. Use of the requested format is the bidder's first chance to demonstrate the ability to follow directions.
Passing Bidder	The terms "passing bidder" as it is used in this document refers to the bidders who have been awarded at least the minimum number of points by the Evaluation & Selection Committee on the Technical Portion of the proposal. No bidder's Financial Proposal will be opened or considered if they have not received sufficient points to be deemed a passing bidder.
Proposal	Refers generally to a proposal submitted by a Bidder to the Association in response to this RFP.

Responsive	Proposals that are timely and meet the requirements of this RFP will be considered “responsive”.
RFP	Request for Proposal (Primary Method)
Technical Proposal	Qualitative considerations may include but are not necessarily limited to: depth and level of relevant experience of the individual/organization, ability to meet the needs of the Association, management plan, services offered, and/or proposed personnel qualifications.

3. General Info, Proposal Instructions and Provisions

3.1. CONTRACT TERM

The 15th District Agricultural Association in releasing this RFP intends to award a contract for a period of five years for the purpose of contracting a highly qualified, professional Carnival operator for the annual Kern County Fair for the years 2027 through 2031. The 2026 Fair is September 23rd to October 4th, with similar dates projected for the contracted years.

The contract term shall be for 3 years with 2 one-year options to renew, at the sole and absolute discretion of the Association. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The Association may decide, in its sole and absolute discretion, whether to exercise any option under the contract.

3.2. SPECIAL CIRCUMSTANCES

If a contract is awarded resulting from this RFP and the Kern County Fair is canceled or postponed for any reason or no reason, the Association may at its sole and exclusive right, terminate or extend the resulting contract in part or in whole. Any extension of the contract would not be greater than one calendar year.

3.3. BIDDER RESPONSIBILITY

Read the RFP documents very carefully, as the Association is not responsible for errors and omissions on the part of the Bidder. Note, the Scope of Work and Terms and Conditions are located in the Sample Standard Agreement, which can be accessed in the *Attachments* Section. Also, carefully review all final documents before submission to the Association, as the Committee will not interpret or correct detected errors in a Bidder's calculations. The submission of a Proposal shall be conclusive evidence that (i) the Bidder has observed and carefully examined the RFP as to the nature, quality, and scope of work to be performed; (ii) the Bidder is capable of performing the type and quality of work identified in the RFP to achieve the Association's objectives; and (iii) the Bidder is capable of meeting the administrative compliance requirements in preparation of the proposal.

3.4. MINIMUM QUALIFICATIONS AND REQUIREMENTS

Failure to meet the following requirements by the Proposal due date will be grounds for the Association to deem the Proposal non-responsive. In submitting a Proposal, each Bidder must provide proof that it possesses the following qualification requirements:

1. Must have documented and verifiable experience in providing carnival operations for a minimum of five (5) years and must have been active in that service each year since and including 2026.
2. Bidder must be properly licensed, registered, and authorized to conduct business in the State of California, as applicable to the services provided.
3. Bidder must be in good standing with all applicable federal, state, and local laws and not debarred or suspended from doing business with public agencies.
4. Bidder must provide and meet insurance requirements, as outlined in 3.13.
5. Bidder cannot subcontract more than 40% with any other party, company, and/or business for services provided under this RFP.

3.5. PRESENTATIONS

Presentations are not required or will be held for this Request for Proposal.

3.6. WRITTEN REQUESTS FOR ADDITIONAL INFORMATION

In the opinion of the 15th DAA, this RFP is complete and without need of explanation. However, if a Bidder has questions, or requires any clarifying or additional information, all inquiries must be submitted **in writing via email to Sean Andrew, CEO (sandrew@kerncountyfair.com)**. All requests must include sufficient information for the 15th DAA to determine whether additional or clarifying information should be provided. Requests that lack adequate information may be denied. Responses from the 15th DAA, if any, will be based solely on the information provided in the inquiry and will be publicly posted on the 15th DAA website for all prospective Bidders to view.

A. What to Include in an Inquiry

1. Inquirer's name, name of firm submitting the inquiry.
2. A description of the subject or issue in question or discrepancy found.
3. RFP section, page number or other information useful in identifying the specific problem or issue in question.
4. Remedy sought, if any.

B. How to Submit Questions

Please note the deadline for submitting inquiries included in the timeline above. All answers to inquiries will be posted on the Association's website. The identity of the Bidder submitting the written request(s) for information will not be revealed.

C. Question Deadline

Submit written questions and inquiries no later than 4:00pm on Monday, November 23, 2026.

3.7. CHANGES TO THE RFP (ADDENDA)

Any request to change this RFP must be submitted via email (sandrew@kerncountyfair.com). If necessary, the Association will modify the RFP before the date set for submission of final proposals, by issuing a written addendum to all parties who have been furnished notice of the RFP for bidding purposes. There will be no verbal changes. Verbal communications are not binding on the Association.

The effect of all addenda to the RFP shall be considered in each Bidder's proposal, and the addenda shall be made a part of Bidder's proposal and shall be returned with Bidder's proposal or acknowledgment of addenda. ***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 this RFP.***

3.8. FORMAT AND CONTENT REQUIREMENTS

A. Format Requirements

The Bidder must remember to:

- Follow the proposal format instructions;
- Present the information in the order and manner requested;
- Answer the questions in the RFP; and
- Provide the data requested by the RFP.

Information in this section is to be provided in the order requested, beginning with the cover letter page. For hard copy (manual) submission, each page is to be numbered at the bottom, starting with the number 1; all pages should be 8-1/2 x 11-inch paper; and all narrative portions of the proposal should be typed. Pre-printed documents and/or example materials may be submitted in their original format with the Technical Proposal as an attachment.

Proposals not following the requested format may be deemed non-responsive and therefore rejected, or it may affect the score of the proposal.

B. Proposal Content Requirements

Proposal shall contain the following:

1. **Proposal Cover Letter**

The signed Proposal Cover Letter on the letterhead of the Bidder, containing the following statement verbatim:

> **"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures, addendum(s) and instructions concerning the award of RFP #26-002, 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. Additionally, Bidder agrees that if the submitted proposal is not in the required 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 signature must be dated.

IMPORTANT: The Bidder must submit this document verbatim. Any modifications, omissions, or failure to sign and date this document will result in the proposal being deemed non-responsive.

2. Bidder's ability to meet the requirements outlined in the *Scope of Work* (See *Attachments*).
3. Bidder's response to the factors listed in the *Evaluation Criteria* section of this RFP.
4. Compliance with all requirements related to presentations, demonstrations, or additional submissions as outlined in the *Presentations* section of this RFP.
5. The Financial Proposal Form must be completed in its entirety for Proposal to be deemed responsive. Incomplete Financial Proposal will be rejected as non-responsive. **Financial Proposal should not be included in the Technical Proposal.**

   Bidders must print and complete the *Financial Proposal* and submit it in a separate, sealed envelope or section clearly labeled *"Financial Proposal"*, apart from the *Technical Proposal* section.
6. Required attachments to be included in the Proposal package are outlined in the *Vendor Questionnaire* section.

3.9. PROPOSAL SUBMISSION INSTRUCTIONS

Pursuant to the law, no proposal shall be considered which has not been received at the place and prior to the time identified in this proposal.

Assemble three original proposal packages.

One sealed package containing three (3) copies of the *Technical Proposal*
and labeled with the bidder's name, the RFP number, and "Technical Proposal."

One sealed package containing three (3) copies of the *Financial Proposal* bid form
and labeled with the bidder's name, the RFP number, and "Financial Proposal."

Both sealed packages above must be placed in a third package
labeled with the Bidder's name on the outside and addressed to the Association.

All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the Bidder.

Place the proposal in a single envelope or package, if possible. If more than one envelope or package is submitted, carefully label each one as instructed below, and mark on the outside of each envelope or package "1 of X", "2 of X", etc.

Mail or arrange for hand delivery of the sealed proposal packages to the Association at its administrative offices, located at 1142 South P Street, Bakersfield CA 93307. Sealed proposals must be physically received no later than the date and time indicated under Section 1.5 of this RFP. The outside of your proposal package must be labeled with the Bidder's name on the outside and addressed as follows:

RFP #26-002 – Three-Year Carnival Operations with Two One-Year Options

Sean Andrew, CEO
15th District Agricultural Association
1142 South P Street
Bakersfield, CA 93307

The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Please DO NOT use coil or spiral binding. Bidders are encouraged to concentrate on conformity with RFP instructions,

responsiveness to RFP requirements and the clarity and completeness of the proposal's content. Deviations may affect the score of the proposal.

Failure to meet these requirements will result in a non-responsive proposal and proposals received after this date and time will not be considered, and will be returned, unopened. Faxes and emails will not be accepted. The Bidder is solely responsible for ensuring that the complete proposal is received by the Association in accordance with the RFP requirements. The Association shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or any other mis-delivery. Proposals received after this date and time will not be considered, and will be returned, unopened.

Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal.

3.10. CONTRACT AWARD

It is the Association's intention to award a contract that includes all requirements under this RFP to one Bidder.

The Association reserves the right to require confirmation of information furnished by any Bidder, or for the Bidder to provide additional evidence of qualifications to perform the work. Failure to provide this additional evidence may result in the rejection of the proposal and its removal from further consideration.

The Association reserves the right to reject any or all proposals for any reason, to make and award without any discussion or interviews, to request additional information, and to negotiate any minor details, terms or conditions.

If the proposal is not automatically rejected as described in Section 3.25 – *Grounds for Rejection of Proposal*, then each bidder's proposal will be scored and evaluated as detailed in Section 5 – *Evaluation, Selection & Scoring Process*.

If a contract is awarded, it shall be granted to the most responsible bidder who submits the proposal with the highest final score. Prior to the DAA awarding a contract, the Association shall post a "**Notice of Proposed Award**" at the Administration Office and on the Association website for five (5) business days. In addition, a copy of the **Notice** will be mailed to each bidder. If no protest has been filed by the close of business on the fifth business day, the contract will be awarded.

A contract award is not final until:

- The time for protesting the **Notice of Proposed Award** has expired, and/or;
- Protests filed, if any, have been resolved; and
- If necessary, the proposed award has been approved by the California Department of Food & Agriculture and/or DGS.

3.11. SMALL BUSINESS PREFERENCE

California law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract 25% with a certified SB/MB firm(s) to receive a 5% preference on applicable state solicitations. The effect of the preference is to help SBs/MBs be more competitive in the proposal process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computational purposes to determine the winning proposal; the actual proposed amount remains the same.

If you are claiming the 5% small business preference and are a SB or MB, or if your application is on file

with the Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting 25% with certified SB/MB (s), you must provide copies of Small Business Certification(s) and a completed Bidder's Declaration with your proposal in order to receive the preference.

Certification Application:

To apply for Small Business Certification, go online to 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. To receive your hard copy form by mail, email osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

Your complete certification application package must be received by the OSDS no later than 5:00p.m. on Monday, November 30, 2026. Your certification effective date will be the date the application is properly received and deemed complete by the OSDS. Incomplete application submittals will delay your certification status and may result in the loss of your 5% preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

You may mail, hand-deliver or express-mail your package to:

Office of small Business and DVBE Services (OSDS)
Attn: BDD Unit
707 3rd Street, 1st Floor, Room 1-400, MS 210
West Sacramento, CA 95605

3.12. DVBE REQUIREMENTS

The Association elects to waive both the Disabled Veteran Business Enterprise (DVBE) program requirement and incentive for this solicitation. No DVBE requirement is made for this solicitation.

3.13. INSURANCE

A. INSURANCE REQUIREMENTS AT TIME OF PROPOSAL

A copy of Bidders' current insurance certificate (or a letter confirming coverage) must be included with the Proposal. The copy of the insurance certificate, or letter confirming coverage, included with the Proposal must confirm $5,000,000 in commercial general liability coverage, evidence of automobile liability coverage, and, if Bidder has employees, Workers' Compensation insurance coverage.

No carnival operator will be eligible to be awarded a contract with the 15th DAA unless said operator if not already on CFSA Master List that they provide Certificate of Insurance showing coverage as part of bid proposal package showing the requisite insurance of the Association's proposal due date, to ensure that these documents are reviewed and approved. The carnival operator awarded the contract shall ensure that they are on the CFSA Carnival Master Insurance List or can provide the association their certificate of insurance for the required insurance documentation for each year of the contract prior to carnival set up, during fair time operation, and during carnival take down.

B. CONTRACTOR INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

After the proposed contract has been approved by the 15th DAA Board of Directors at a duly noticed public meeting, but before execution of the contract, and if the Bidder awarded the contract is not on the CFSA Master Insurance List, the Bidder awarded the contract shall provide the Association

with an original Certificate of Insurance including $5,000,000 in commercial general liability, evidence of automobile liability coverage, and, if Bidder has employees, Workers' Compensation coverage.

The original certificate of insurance provided to the Association under this Section must include the following, unless the Bidder is on the California Fair Services Authority's (CFSA) Master Insurance List, evidence of appropriate insurance coverage for the term of the contract, including but not limited to $5,000,000 in commercial general liability insurance; Evidence of Workers' Compensation Insurance as required by law; A commitment by the insured to provide a 30-day cancellation notice; An endorsement stating this insurance is primary and noncontributory with the Association, with name and address shown, listed as certificate holder; The additional insured listing the Association's name and address; and The additional insured endorsement and paragraph in exactly the following words:

"The State of California, California Fair Services Authority, The District Agricultural Association, County Fair, The County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

3.14. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Bidder in: (1) preparing the proposal in response to this RFP #26-002; (2) submission of said proposal to the Association; (3) negotiating any matter related to this proposal; (4) preparation and submission of any bid protest related documents and materials; and (5) any other expenses incurred by Bidder prior to date of award.

The Association shall not, under any circumstance whatsoever, be liable for any pre-contractual expenses incurred by any Bidder including, but not limited to, expenses related to the preparation of the proposal in response to the RFP, submission of the RFP, negotiations, travel expenses, and any other expenses incurred before the execution of a contract resulting from this solicitation. Bidder shall not include any such expenses as part of the price as proposed in response to this RFP.

3.15. SIGNATURE

The Proposal Forms, Certifications, Letters, and all Documents must be signed with the Bidder's name as indicated. A Proposal by a corporation must be signed by a duly authorized officer, employee or agent.

3.16. SINGLE PROPOSAL RESPONSE

If only one responsive proposal is received in response to this RFP and it is found by the Association to meet the requirements of this RFP, additional detailed costs or financial data may be requested of the single Bidder. A cost or financial analysis may be performed by or on behalf of the Association of the *Financial Proposal* in order to determine if the proposal is fair and reasonable. The Bidder expressly agrees to such analysis by submitting a proposal in response to this RFP.

A cost analysis is a more detailed evaluation of the cost elements in the Bidder's *Financial Proposal*. It is conducted by the Association to form an opinion to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the operational

effort, and whether costs are allowable, allocable and reasonable. Any such analyses, including the results from that analysis, shall not obligate the Association to accept such a single proposal; and the Association may reject such proposal in its sole and absolute discretion.

3.17. TAXES

Financial Proposals are subject to state and local sales taxes. However, the Association is exempt from the payment of federal excise taxes.

3.18. NON-ASSIGNMENT

Any attempt by the Bidder, including any of Bidder's subcontractors, to assign, subcontract, or transfer all or any part of the agreement resulting from this RFP in any manner whatsoever shall be void and unenforceable without the Association's prior written consent; which consent may be granted or withheld in the Association's sole and absolute discretion. Assignment shall include a sale or any transfer of more than 50% of any corporate stock. Any such consent shall not relieve the Bidder from full and direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this agreement.

3.19. LOSS LEADER

It is unlawful for any person engaged in business within the State of California to sell or use any article or product as a "loss leader" as defined in Section 17030 of the California Business and Professions Code.

3.20. UNANTICIPATED TASKS, TIME OR DELIVERABLES

In the event of unanticipated deliverables, additional time or additional work must be performed that is not identified in this RFP, but in the Association's opinion is necessary to successfully accomplish the Scope of Work or technical specifications, the Association will initiate a contract amendment to add time, deliverables or tasks. Unless otherwise indicated, all stipulated terms and conditions appearing in the resulting contract including fixed costs, unit pricing, expenses or rates will apply to any additional work.

3.21. CONFLICT OF INTEREST

This RFP process shall be governed by, and any resulting agreement executed by the Association with the successful Bidder will include the following provision:

> *"Contractor will comply with the requirements of California Government Code Section 1090 et seq. and any and all other ethics laws applicable to the performance of this Agreement. The Contractor may not perform services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Contractor's obligations pursuant to this Agreement. The Contractor agrees to cooperate fully with the Association and to provide any necessary and appropriate information requested by the Association or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Contractor's obligations pursuant to this Agreement. Contractor may not employ any 15th DAA director, official, officer or employee in the performance of this Agreement, nor may any director, official, officer or employee of the Association have any financial interest in this Agreement that would violate California Government Code Section 1090, et seq. Contractor acknowledges and understands that, if this Agreement is made in violation of Government*

Code Section 1090, et seq., this entire Agreement is void and Contractor will not be entitled to any compensation for Contractor's performance of this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the Association for any sums paid to the Contractor under this Agreement. Contractor understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California. Any violation by the Contractor of the requirements of this provision will constitute a material breach of this Agreement, and the Association reserves all its rights and remedies at law and in equity concerning any such violations."

Bidders are required to document in writing to the Contact Person identified on the cover of this RFP any known, suspected, or potential conflict of interest with a 15th DAA director, official, officer or employee and or their immediate family, whether contractual, ownership (including but not limited to any ownership interest in any corporation, partnership, association or other legal entity, or any stock option or other rights pertaining to any such entity), financial or employment related, in or involving this procurement or resulting agreement. See Certificate re California Government Code 1090 and Disclosure of Interests form included in this RFP. If any such interest arises at any time during the solicitation period, a full and complete written disclosure should be made immediately to the Association.

3.22. RESULTING CONTRACT

If an award is made following the RFP process, any agreement between the successful Bidder(s) and Association is not valid or enforceable unless and until that agreement is approved by the 15th DAA Board of Directors at a public meeting. The resulting agreement between Association and the successful Bidder(s) will include the following documents:

A. The attached sample Standard Agreement including the Scope of Work, Terms and Conditions, and Insurance Requirements
B. RFP #26-002 General Provisions
C. Addenda to the RFP #26-002 (incorporated by reference)
D. Association's response to written questions and clarifications to the RFP #26-002 (incorporated by reference)

A Bidder's unwillingness or inability to agree to the terms and conditions herein or contained in any exhibit identified in this RFP may cause Association to deem a Bidder non-responsible and ineligible for an award.

In general, Association will not accept alterations to the General Terms and Conditions (GTC), Special Terms and Conditions, the Scope of Work or alternate Agreement/exhibit language submitted by a Bidder. The Association will consider a proposal containing such provisions "a counter proposal" and may reject such a proposal.

3.23. ERRORS

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Association of such error in writing, addressed to the Contact Person listed on the cover page of this RFP, and request modification or clarification of this document.

Modifications and clarifications by the Association, if any, will be made in writing by way of an addendum issued pursuant to "Addenda" paragraph below. Clarifications, if issued, will be given by written notice to all parties to whom the Association had provided notice of the RFP and to persons or entities who have requested to be given notice of any modifications or notices.

3.24. ADDENDA

If necessary, the Association will modify the RFP prior to the date set for submission of final proposals, by issuance of a written addendum to all parties who have been furnished notice of the RFP for proposal 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 this RFP

3.25. GROUNDS FOR REJECTION OF PROPOSAL

The use of “shall,” “must,” or “will” indicates a mandatory requirements 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.

A proposal *shall* be rejected if:

- Untimely. If it is received at any time after the exact time and date set for receipt of proposals, as stated in Section 1.5. The Bidder is solely responsible for ensuring that the full proposal package is received by the Association in accordance with the solicitation requirements, prior to the date, time, and place specified. The Association shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mis-delivery.
- Multiple Proposals Submitted. If the Bidder has submitted multiple proposals in response to this RFP, without formally withdrawing other proposals.
- Missing or unsigned Cover Letter. If the Bidder fails to submit a signed cover letter on the letterhead of the Bidder with the statement contained in Section 3.8, *Format and Content Requirements*, verbatim.
- Timed Expiration to Proposal. Proposal cannot be “timed” to expire on a specific date. For example, a statement similar to “this proposal and cost estimate are valid for sixty (60) days,” is considered conditional and non-responsive to the RFP and shall be rejected.
- Contractor Insurance Documentation Not Submitted. If Contractor does not submit its own insurance documents and information.
- Requires 15th DAA to Make Purchases. If a Proposal requires the Association to purchase software, equipment, unused devices, any aspect of the digital ticketing and redemption system or carnival game operation, or pay any additional fees or costs not specifically identified in this RFP.
- No Addendum Acknowledgement (when applicable). If the Bidder does not provide Addendum Acknowledgement it may result in rejection. Acknowledgment of receipt of all addenda required. Not applicable if no addenda released for this RFP.

A proposal *may* be rejected or the score of a proposal may be affected (at the Association’s sole and absolute discretion), if:

- It is incomplete, or if it contains any alterations of form or other irregularities of any kind. The

Association may, at its sole and absolute discretion, reject any proposal, all proposals, or part(s) thereof; re-advertise this RFP; postpone or cancel, at any time, this RFP process; reject any item(s), requirement(s), term(s) or condition(s); or waive any irregularities in a proposal or this RFP.

- It contains false or misleading statements or references which do not support attributes or conditions contended by the Bidder. (The Proposal shall be rejected if the Association determines, in its sole and absolute discretion, that the information was intended to mislead the Association in its evaluation of the proposal and the attribute, condition, or capability of meeting the requirements of this RFP.)

3.26. STATE'S RIGHT TO REJECT ANY OR ALL PROPOSALS

It is the policy of the Association not to solicit proposals unless there is a bona fide intention to award a contract. However, the Association may, at its sole and absolute discretion, reject any or all proposals, or parts thereof, or reject any item or items in this RFP, and waive any irregularities or technicalities. The Association may re-advertise this RFP; postpone or cancel this RFP, at any time, during the RFP process. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the Association.

3.27. PROTESTS

Only Bidders may file a protest against the awarding of the contract.

The protest must be filed in writing with the Association's Office **AND** with the Department of General Services (DGS), and submitted by regular mail, email, courier or personal delivery, as specified below:

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Email: OLSProtests@dgs.ca.gov

Sean Andrew, CEO
15th District Agricultural Association
1142 South P Street
Bakersfield, CA 93307
RFP #26-002
Email: sandrew@kerncountyfair.com

The protest must be received by DGS and the Association no later than 4:00 p.m. on the fifth business day after **Notice of Proposed Award** is posted. For purposes of this section, "business day" shall mean any day that the Association's and DGS' offices are open to the public to conduct business. Requests for an extension of time outside this timeframe will not be considered. The failure to timely file a protest shall constitute an irrevocable waiver of the Bidder's right to protest. Upon the expiration of this protest period, if no protest has been filed, the contract may be awarded.

The initial protest letter must include the name, address, and telephone number of the protestant and the person representing the protesting party, if any, and must be signed by the protestant or the protestant's representative. The initial protest letter may, but is not required to, contain the information described in the following Paragraph.

IN ADDITION, within five (5) calendar days after filing the initial protest letter, the protestant shall file with the Association's Office and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest, including without limitation, all facts, supporting documentation, legal authority and arguments in support of the bid protest. Any grounds not raised in this written statement will be deemed waived by the protesting party.

PLEASE NOTE: The procedures and time limits set forth in this section are mandatory. Failure to file with the Association and DGS Legal Office (i) notice of protest by the conclusion of the fifth business day after **Notice of Proposed Award** has been posted and (ii) a complete detailed written statement within five (5) calendar days of filing the notice of intent to protest stating grounds for the protest will result in the protest being deemed untimely and the grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, §10345.

3.28. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the Association.

All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the Evaluation Committee's scoring process and announcement of a **Notice of Proposed Award**, or cancellation of the RFP.

If an individual or entity requests copies of these documents, the Association will assess a fee to cover duplicating costs. Documents may be returned only at the Association's option and at the Bidder's expense. One original and one (1) copy of each Bidder's proposal shall be retained for official Association files.

3.29. CONFIDENTIALITY OF PROPOSALS

The Association will hold the contents of all proposals in confidence until issuance of the Notice of Proposed Award; once issued and posted, no proposal will be treated as confidential.

3.30. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal which is received by the Association before the time and date set for receipt of proposals may be withdrawn and modified by written requests of the bidder. However, in order to be considered, the modified proposal must be received by the time and date set for receipt of proposals and any prior proposals must be formally withdrawn.

A Bidder cannot withdraw or modify a proposal after the due date and time for receipt of proposals, but the Bidder may request in writing that the Association withdraw the Proposal from further contention. A bid cannot be "timed" to expire on a specific date. For example, a statement similar to "the proposal and the cost estimates are valid for 60 days" is non- responsive to the RFP.

3.31. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Bidder represents that it is not a target of Economic Sanctions. Should the Association determine Bidder is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Bidder's proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the Association.

4. Scope of Work (Exhibit A)

This part describes the work to be performed by the successful bidder who is awarded this contract, and herein, contains terms and conditions which shall be deemed incorporated into and will become part of any contract award pursuant to this RFP. The contract awarded pursuant to this RFP will also contain the GTC 225 Standard Terms and Agreement, Vendor Rules and Regulations, and Insurance Requirements which are incorporated into and made a part of the contract. All terms and conditions are fixed and negotiable.

The successful bidder will enter into a carnival agreement for the years 2027, 2028, and 2029 with two (2) one-year options in 2030 and 2031, with the 15th District Agricultural Association ("Association"), also known as the Kern County Fair, for providing a professional Carnival during the annual fair. The 2027 Kern County Fair is September 22nd – October 3rd, with similar dates for the following years. Certification of satisfactory performance is required at the end of each year as a justification for the continuance of the contract.

The Association desires to build a mutually beneficial partnership with a professional carnival with the following goals over the life of the contract:

- Substantially increase the gross and net revenue of operations
- Provide modern and easy to use technology options for the public to purchase and use
- Provide for new major ride additions on a regular basis
- Provide unique and innovative promotional programs
- Support Association-led marketing and promotional campaigns, including approved cross-promotions, digital content, and social media opportunities, as directed and approved by Association management
- Provide annual financial investment in the fairgrounds through mutually beneficial capital improvements
- The Association encourages and will consider (if pre-approved by the Association's CEO), non-traditional, family-oriented programming, exhibits, games, activities, or entertainment within or outside the carnival area(s) on an annual basis that will drive attendance and revenue. For reference these are not considered elements traditionally provided by the carnival such as traditional rides, games, or food.

4.1. OPERATIONAL CARNIVAL

Contractor shall provide a fully operational carnival including high-quality rides, games, seating areas, shade components, and food concessions. It is highly desired that Bidders own and operate a minimum of 60% of the rides. The remaining percentage of rides and all of the games and concessions may be subcontracted. The score may be affected for proposals that do not clearly demonstrate that the proposer owns and operates a minimum of 60% of the rides. *A maximum of 40% of rides and all games and concessions may be "booked in" from outside contractors, as long as they meet the minimum qualifications for insurance and indemnification as well.*

The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.

4.2. RIDES

Contractor shall provide a minimum total of forty (40) rides, with a minimum combination of the following rides:

- Seven (7) Super Spectacular type rides, such as: Medusa (booster type ride) or Pendulum type ride. Inventory must include a Giant Gondola Wheel (100' desirable height) and an adult roller coaster.
- Eight (8) Spectacular rides, such as: Giant Swing ride, multi-truck music ride, or drop tower.
- Twelve (12) Major type rides, such as: Tilt-O-Whirl, bumper car, zipper or yo-yo.
- Twelve (12) to Eighteen (18) Kiddie type rides, such as: Flying Jumbos, a train or canoe ride, Flying Dragon, and Little Eli.
    - This section is to provide an exceptional kiddie carnival area to enhance our guests' experience. These rides may be placed in the primary carnival location or other designated non-carnival standalone area.

Contractor to provide proposed kiddie carnival details 1) within the main carnival location and 2) at separate location on fairgrounds, and how either will mutually benefit both parties.

It is expected that Contractor will introduce new high-quality rides on a regular basis during the life of the contract.

Substitutions: Contractor may provide substitute rides only with written permission of the Association. Each such request must be presented to Association Management at least twenty-one (21) days before the beginning of the Fair.

4.3. CONCESSIONS

Game Concessions: Contractor shall supply a minimum of twenty (20) and a maximum of forty (40) game concessions. Contractor must provide a full game division that completely matches all canvas, signage, uniforms, and décor.

Food Concessions: Contractor shall supply a minimum of three (3) and a maximum of twelve (12) food and non-alcoholic beverage concessions. Association retains the right to review and approve all food vendors proposed by carnival operator. Association shall have the final say in the number and placement of food booths. Complete menu and pricing, as well as a completed Kern County Health Permit and fees, must be submitted sixty (60) days in advance of the Fair.

Contractors must have ServSafe certification and a minimum of one manager per food stand in operation at all times. Menus must be approved by Association Management. The Association is willing to review new and innovative food items for the Fair sold by the carnival. Bagged ice may only be purchased from the Association's official ice provider each year. Contractor is permitted up to one (1) ice making machine per food stand per term year.

4.4. OTHER SERVICES

Comfort Enhancements for Guests: Contractor shall supply top-notch comfort guest zones such as seating areas, shade areas, family rest areas, senior friendly rest areas, misting stations, and/or other guest comfort zones, and extensive plant material including box trees. Details including photos or sketches of elements must be provided within sixty (60) days of the Fair. The carnival's customer service office must be located at or near the entrance of the main carnival and kiddie carnival in clear view of guests and be professional in appearance. The office hours of the customer service office must be the same as the carnival operation.

Managers: Contractor must have a minimum of five (5) managers with at least five (5) years' experience on site at all times while the fair is in operation during open hours.

Staffing: Contractor must have matching shirts and/or uniforms that clearly identify the staff member as working for the carnival contractor. In addition, all carnival employees must have badges that clearly identify each employee.

Staff Housing: Contractor must have a modern fleet of staff housing or bunkhouses, that at an average, are no older than ten (10) years old at the time of the bid.

Quality: The quality of the carnival, its services, and all its contents must improve measurably each year of the contract.

Layout: Carnival layout shall be due to Association Management, utilizing the plot plan provided, no less than sixty (60) days prior to the Fair. Final layout shall be subject to Association Management approval.

4.5. PERFORMANCE OF CONTRACT

It is important that Contractor shows the ability to maintain fully operational rides that are fully staffed and safe. All rides, game concessions, and food concessions shall be maintained in good repair, fully staffed and available for operation during the hours the Fair is open. In the event less than 95% of the Contractor's proposed rides, game concessions, and food concessions are available for operation. Contractor shall pay Association $4,500.00 per day as liquidated damages for each day the Contractor's level of operation falls below 95%. No liquidated damages will be assessed if the failure to operate is the result of a major power outage or act of God, or if such failure to operate is within the Association's consent. The same daily fee shall apply should the Contractor not remove equipment, supplies, and any element off property after the five (5) day removal deadline has passed. In addition, the fees shall apply if Contractor exceeds the maximum number of food stands or games.

4.6. SAFETY

Contractor shall perform the carnival operations in a manner which will ensure the safety of Association's employees and agents; contractor's employees, agents, and sub-contractors, and the public.

4.7. CARNIVAL OPERATION

Carnival Space Available: Association shall provide Contractor with a plot plan and map showing the space available for carnival operations each year. The space(s) provided may be on asphalt, some dirt surfaces, and/or grass areas. The surface and the space(s) "may" change each year. Additionally, the assigned space(s) that is available for the carnival operation shall adhere to the following:

a. Contractor shall arrange the assigned area for carnival operations so as to provide family entertainment and protect the public from any dangerous conditions.

b. Contractor shall establish procedures to ensure reasonable security of all rides, games, concessions, and equipment when not in use so that no attractive nuisance or negligent conditions exists.

c. Contractor shall perform the services required under this agreement solely within the confines of the designated carnival area(s). Designation of area(s) shall be directed by Association Management. Contractor is not authorized to conduct any activities other than those specified in the agreement. The Association or its other concessionaires may operate any activity in any area not assigned to contractor including but not limited to motorized transportation, roller chairs, strollers, and other transportation devices, rides, and amusements which do not duplicate those provided by Contractor. The Association reserves the right to change the location of the carnival area(s) and total square footage allotted for area(s) on the Fairgrounds as conditions may warrant during the entire duration of the agreement.

Carnival Set Up and Takedown: Contractor shall be solely responsible for the installation and assembly of the entire carnival which may begin approximately fourteen (14) days prior to the Fair opening each year. *Contractor to consult with Fair CEO each year to confirm dates.* Contractor shall be solely responsible for completing assembly, disassembly, and removal of all elements including but not limited to rides, games, attractions, support trailers, tents, equipment, supplies, vehicles, and concessions no later than five (5) days following the ending day of Fair each year.

Daily Fair hours of Carnival Operation: Carnival operating hours may vary each day. Any operation beyond 11:00pm must be approved by the Association CEO or designee. These starting and ending times may vary for the term of agreement. All games, rides, food concessions, and attractions shall open on time and remain open all hours of the carnival operation times.

Ticket Handling Responsibility and Procedures: Carnival shall pay for all printing costs of carnival tickets/coupons and wristbands, including presale tickets/coupons, and provide all equipment/personnel, including all ticket booths, ticket sellers and ticket system supervisors, at no cost to the Association.

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

b. Contractor shall provide, or make available, all supporting documentation (such as, carnival ticket manifest and daily ticket sales report) to the Association to ensure accountability over the carnival revenues. The Association reserves the right to review these records for accuracy. Furthermore, the Contractor shall be available after Fair time to meet with the Association to reconcile the carnival ticket sales and complete the final settlement.

c. The Association's CEO reserves the right to reject Contractor's auditing and ticket sale system(s) and manage carnival ticket sales operations during any given year within the agreement period.

d. Carnival must have a secure redemption facility.

Audit Reporting: At a minimum, Contractor will provide Association a daily audit report that includes but is not limited to the following:

a. Gross receipts total for each ride, food booth, game and amusement
b. Gross receipts total for currency sold during the previous day
c. Detailed report showing the beginning and ending numbers for currency sold during the previous day
d. Gross receipts total for each food vendor broken out by location and method of payment.
e. Gross receipts total for games broken out by location and method of payment
f. Event reconciliation following the event to include daily gross receipts and all payments made to Association

Final settlement for payment due to the Fair and final reconciliation shall be completed no later than 12:00pm (Noon) on the second day after the Fair closes each year. A summarized gross sales report of all activities shall also be provided.

Throughout the term of the agreement, Contractor shall provide all ticket sellers and on-site ticketing personnel during the date of the Fair. The Association reserves the right, at its discretion and with notice to Contractor when appropriate, to sell all or a portion of pre-sale tickets or coupons.

Electrical Power Supplies: Contractor shall be responsible for its electrical power supply and fuel. Having ownership of electrical transformers and generators that have the ability to provide all necessary power for the life of the agreement is required. All generators will engines rated at 50 brake horsepower or more must comply with current California Air Resources Board (CARB) Regulations and Kern County Air Pollution Control District (District) Rules and Regulations. Typical uses include: auxiliary power, backup power, or prime use power. These engines must be registered in the statewide Portable Equipment Registration Program (PERP) or permitted through the local District before operating in Kern County. A list of all engines registered in the statewide PERP program which are intended to be used for operations at the Kern County Fair shall be forwarded to the San Joaquin Valley Air Pollution Control District a minimum of two weeks prior to the start day of the Fair each year. Only registered or permitted engines shall be allowed for use during the Fair and related set-up and tear-down activities. For further information or to register with our district, please contact:

San Joaquin Valley Air Pollution Control District
34946 Flyover Court
Bakersfield CA 93308-9725
Tel: 661-392-5500
www.valleyair.org

Proof of the filing must be available to the Association upon request.

All exposed ground wires must have approved electrical covers and any above ground electrical cables located on dirt, grass, asphalt, or other walking surfaces must be covered with approved safety covers for the protection of guests, workers, and foot traffic.
All lighting levels (rides, games, walkways) must be adequate based on the Association's CEO (or his designee) approval and satisfaction.

Limitations on Sales/Concessions:

a. Food and non-alcoholic beverage stands only

b. A minimum of three (3) and a maximum of twelve (12) food and beverage stands

c. No games/concessions with direct sales are allowed at the Fair

d. Association retains the right to review and approve all food vendors proposed by carnival contractor.

e. The Association reserves the right to approve the placement of concessions along the edge and within the carnival plot.

Authorized Representative of Contractor: Contractor must maintain at least one other representative, besides himself/herself who is authorized to take immediate action upon a request of Association at all times that Contractor's property is on the fairgrounds. This person must be identified to the Association as the Contractor's authorized representative and full contract information must be provided to Association management. This name and biography must be provided at a minimum of thirty (30) days prior to the opening day of the Fair each year.

Carnival Management and Employees:

a. Concrete management philosophies, practices, and policies shall be used to ensure professional personnel actions during the execution of the agreement. Management shall operate in a manner that enhances the Fair in the eyes of its patrons. The Carnival operation shall provide documents outlining these programs to the Association upon request.

b. Contractor shall be responsible for its employees having the training required by the Division of Industrial safety, Department of Industrial Relations.

c. During all carnival operating hours, an adequate number of experienced and professional personnel (a minimum of five (5) managers with at least five (5) years' experience each) must be on duty. The Association reserves the right to require additional personnel to be on duty at the Contractor's expense and responsibility.

d. The number of employees hired during carnival operations shall be sufficient to ensure that no carnival ride, game, or show will be without a minimum of one attendant at all times during scheduled hours of operation.

e. Contractor shall be responsible for the conduct of its employees and the employees of subcontractors that it engages in for fulfillment of its contract. A complete list of all employees of the Contractor and subcontractor(s) must be provided to Association Management annually.

f. Employees who have regular public contact shall be attired in clean, matching uniforms or clothing that clearly identifies them as employees of the Contractor.

g. All staff provided by Contractor and subcontractors shall maintain a clean, neat, and professional appearance while on duty.

h. Subject to applicable California laws and regulations, Contractor will ensure that all Contractor's employees, including subcontractor employees are not in violation of Megan's Law or have a criminal record (felony) and be drug tested (pre-employment) and Contractor shall provide results of same upon request to Association CEO. Contractor will also provide a list of names of all workers to the Association CEO.

i. Contractor shall supply each person employed by them or associated with them an identification badge stating their affiliation with the operation, which must be affixed in plain sight at all times indicating the person is acting within the scope of their employment. This identification will be honored for admission to the fairgrounds. NO BADGE – NO ADMISSION.

Special Provisions and Prohibitions:

a. Handwritten signs and banners are not allowed. Signs must be professionally produced and subject to Association's approval. Signage must enhance the appearance of the carnival and, when possible, follow the fair's annual theme.

b. Contractor cannot assign this agreement or any portion of this agreement to any subcontractor without expressed written permission of the Association CEO.

c. The Association CEO reserves the right to adjust carnival pre-sale and fair time carnival pricing structure for mutual benefit from year to year for the entire term of the agreement.

d. The Association management may require the Contractor to exclude from any of their operations, personnel whose appearance or conduct is detrimental to Fair operations or to the public image of the Fair.

e. The Association Management may also require closure and/or removal of any ride, show, game, or concession considered detrimental to Fair operations because its nature, appearance, conditions or that it constitutes a hazard. Determination as to all these matters by Association Management shall be final. Association Management will make determinations based upon its opinion of reasonable industry standards.

f. All elements of the carnival shall be presented and operated at the Association's sole discretion. If an element is not acceptable to the Association's CEO, said element shall be corrected or replaced. All such replacements or corrections prior to the Fair must be done prior to opening day. If Contractor is provided notification after 10:00am on the first day of Fair, the correction must take place within 24 hours of the notice or sooner if the correction is based upon a health and safety standard or is detrimental to the Fair's image or success.

g. Contractor shall ensure that the carnival operation maintains a clean and professional appearance.

h. Contractor shall provide carnival related sales programs, ticket offers, discounts, or guest value promotions that fit the theme and goals of the Fair.

i. Potable water, electrical power, and grey water connection shall be supplied by the Contractor for all carnival operations of sub-contractors, agents and employees.

j. Carnival shall also be responsible for maintaining ground surface, and for trash/garbage disposal, including, but not limited to, trash receptables and lines for the cans, and for making arrangements for trash disposal daily in designated area(s). Association shall include dumpster(s) and regular service for the Carnival areas through the Association's separate contract for Trash Removal Services. The Contractor shall, within ninety-six (96) hours after the annual completion of the Fair, have cleaned up all areas that have been designated to Contractor to the satisfaction of the Association's CEO or his designee.

k. Living quarters, bunkhouses, offices or trailers used for housing carnival workers and staff shall be located in area(s) designated by Association Management. All Carnival workers must stay in designated carnival operation area(s).

l. No tent camping will be allowed on property designated for use by Contractor.

m. Cooking/Commissary Operations – the purpose of a cookhouse within the carnival is to provide food at a reasonable rate to the carnival operation and fair employees. The cookhouse is exempt from paying the Association a percentage of their gross so long as sales are not allowed to the general public. The Association reserves the right to audit the cookhouse sales.

n. Contractor shall be responsible for providing and maintaining toilet and shower facilities for carnival/game personnel in accordance with Health Department standards. These services must have self-contained capabilities (sewer, water, and electrical).

o. Novelty items will be sold by Association designated novelty contractor only. No commercial exhibitors or direct sales will be booked by Contractor. Pony rides and other like rides and activities shall not be booked by Contractor without written consent of the Association's CEO.

p. Each year of agreement, Contractor shall provide Association Management with a list of rides, games, special elements, and food concessions showing owner, type, and a lot layout within 60 days of the annual Fair. Fair may require high resolution electronic images of all carnival elements. Any new rides or elements must have these high-resolution images provided.

q. Contractor shall, each night, after closing, clean and maintain the area around each ride, game, and concession. After the Fair, Contractor shall also clean up all areas and fill all holes in asphalt used to the satisfaction of the Association or be billed accordingly for the services provided by the Association.

r. Contractor shall work with a representative of the Association to ensure that all vehicles authorized by the Association will have proper access credentials for ingress and egress and that within two (2) hours after closing time, the parking lot will be monitored by Fair security and law enforcement and all unauthorized vehicles will be towed at owner's expense.

s. Trucks, equipment, trailers, offices, etc. that cannot be reasonably located in the Main Carnival area or area designated by Association Management must be parked in an area (off site) paid for by Carnival operator.

t. Contractor shall participate in pre-Fair inspection of the carnival grounds with authorized Fair personnel to determine what safety problems exist in the midway grounds and agree upon a plan to correct the problems prior to Carnival move in.

u. Contractor must adhere to all food and beverage requirements as provided for in the Association's policies and agreements with product or other sponsors (i.e. soda/bottled water, bagged ice, carnival sponsors, etc.).

v. Carnival shall be fully operational and available for media tours, VIP events, promotional activities, or other Fair requested preview opportunities as determined by Association management, including the morning of opening day for the Fair's media tour, if requested. Rides provided for approved media, VIP, or promotional events shall be operated free of charge, and attendance may be limited at the discretion of Association Management.

w. Contractor to provide a high-resolution electronic version of all logos, promotional art, marks, and related marketing materials to Association Management one hundred twenty (120) days prior to the Fair on an annual basis.

x. In illustration, but without limitation, this agreement shall not permit any of the following activities:
    1. Operate games of chance
    2. Sales of beer or other alcoholic beverages
    3. Offer of cash prizes or re-purchase prizes awarded in any game
    4. Offer as prizes: live ducks, chicks, turtles or any other live animals (except goldfish), soft drinks in other than sealed plastic containers, knives, firearms, or any items which could be used as a weapon
    5. Offer or display prizes that glamorize the use of drugs or narcotics or reference to such products, including mirrors or posters

6. Exhibiting: girl shows, so-called education shows, or birth shows
7. Offer or display prizes that may be deemed pornographic or in questionable taste (to be determined by Association Management)
8. Permit children under ten (10) years of age to participate in money pitch games unless accompanied by an adult – signs with this statement must be conspicuously posted at all such games
9. All dark rides shall be solely at the discretion of Association Management
10. No dogs will be permitted on Fairgrounds. Service dogs are exempt
11. Provide freak shows, dark rides that are sexually explicit, and/or anything that promotes profanity, drug use or nudity
12. Carnival workers shall not have access to public shower facilities on the fairgrounds
13. No public facing marketing or promotion may be released without written Fair approval

y. Contractor agrees not to remove or permit removal, or permit dismantling of any approved ride, show, game, concession, or any part of the Carnival prior to the closing time of the last day of the Fair each year.

Changes in Ownership/Management: It is agreed and understood by the Parties that the physical, on-site presence of the current owner of Contractor's Carnival company is a condition precedent to the performance of the agreement. In the event that Contractor's carnival company should be sold to a third party and/or the current owners, for any reason, should cease to be active in the management and operation of the named carnival company at any time during the lifetime of the agreement, the Association, at its sole option shall have the right to terminate the agreement by the giving of thirty (30) days' written notice of agreement.

Disputes: In the event of any dispute between Contractor and the Association which not promptly settled by personal discussion, Contractor shall reduce said dispute to writing and present it to the Association within 24 hours for determination. Whenever the Association's determination is made final by this agreement, its decision shall be conclusive.

As to all other disputes, the determination of the Association shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, or arbitrary, or so grossly in error as necessarily to imply bad faith. In all cases, the Contractor shall follow the instructions of the association without delay.

The 15th DAA reserves the right to change terms or negotiate such terms of the agreement when both parties agree to such changes in writing.

Attractions/Ticket Requirements:

a. Contractor shall, on an annual basis, submit with proposal a complete equipment list of mechanical ride devices listed by name of manufacturer and year of manufacture and a complete list and description of games and concessions to be presented at the Kern County Fair. Included will be a complete list stating ticket prices and number of coupons charged for each. Based upon a personal inspection, the number, type, and quality of attractions provided by Contractor must be acceptable to the Association.

b. Contractor shall also, on an annual basis, outline all other equipment which will be proposed and provided under contract, such as electrical generators, ticket booths, light towers, entrance gates, if any, offices, maintenance facilities, housing units, restrooms, showers, etc.

c. In succeeding/subsequent years Contractor shall submit to the Association, at least 150 days in advance of opening, a complete list stating ticket prices of rides, games, concessions, and number of coupons to be charged for all attractions of any kind operated by Contractor including skill games and concessions pursuant to agreement. Contractor shall not change

any prices or coupon designations without prior notification and written approval of the Association. No attractions shall operate without charge for use or admission without prior written approval of the Association.

d. At least sixty (60) days prior to the start of the annual Fair in each year provided, the Contractor shall present a diagram showing the layout and description of all attractions of any kind complete with a schedule of arrival days and set-up times.

e. Contractor shall work closely with the Association in supporting Association approved publicity and carnival promotions intended to increase attendance, revenue, and the overall guest experience. All public facing messaging, marketing, advertising, and promotional materials shall remain subject to prior written approval by Association Management.

Inspection and Maintenance:

a. *Contractor Inspection.* Contractor shall perform mechanical and ride safety inspection (documented in writing, stating what was inspected, when, by whom, and the findings) immediately upon the completion of one-third and two-thirds of the total anticipated number of hours of operation at each Fair.

b. *Fair Inspection.* The Association's CEO, and/or designee, may perform the following monitoring and inspection activities.

The Association may elect to perform carnival ride and equipment safety inspections (Safety inspections) at any time Association deems appropriate. The Association may determine, in its sole discretion, the basis of and the criteria to be used in performing safety inspections. To the extent deemed appropriate by the Association, in its sole discretion, safety inspections will include the inspection of any books and records of the Contractor. Any remedial work requested by the Association as a result of a safety inspection must be satisfactorily completed by Contractor as a prerequisite to the operations or further operation of the affected carnival ride or equipment. Neither the right to perform safety inspections nor the performance of safety inspections shall impose any responsibility on the Association regarding the condition of the carnival rides or the equipment operated by the Contractor or relieve the Contractor from responsibility for ensuring that all carnival rides and equipment are safe and in good working order.

The 15th DAA may arrange for a third party, professional amusement ride inspection service. The Contractor shall reimburse the 15th DAA for direct expenses related to the professional amusement ride inspection services only if the inspector has found and filed any violations. The Association's CEO will determine the degree or level of the violation to determine if any fee or a portion of the expense will be imposed.

c. *Maintenance Procedures.* Maintenance procedures during Fair time for carnival grounds, equipment, and attractions shall be established to include routine Contractor inspection by supervising personnel with such frequency to ensure state safety standards are satisfied and ensure there are no unsightly conditions (e.g. litter, trash accumulation, marred surfaces of any kind on Contractor, or Association property within the defined carnival area).

Contractor will maintain clean, attractive, brightly lit rides. All lights and mechanical parts must be fully operational during the Fair dates. Contractor will provide ride report maintenance records to the Association upon request.

Insurance, Licenses, Permits and Taxes: All insurance, licenses, taxes, and permits which are required by the State, the County, the City or required under the contract documents or for placement on the "CFSA Carnival Master Insurance List," or by local law or ordinance must be adhered to (or paid) and must be current and valid at all times during the performance of the

agreement. All rides, games, and concessions which Contractor proposed to operate on Fair's premises must be properly licensed and/or permitted prior to carnival operations.

Costs: The following items are costs to Association Management and will be charged to the Contractor each year along with other financial requirements of the agreement. These items will be billed at a daily rate or actual rates and will be payable with final payment due prior to the completion of take-down each year.

a. Janitorial services provided to the carnival as deemed as necessary by Association. Contractor shall be responsible for the sole cost and expense for carnival area cleanup based on any trash, debris, equipment, supplies, or other materials left in assigned areas after departure.
b. Any additional assistance i.e., where labor, materials, and equipment are provided by Association to Contractor at Contractor's request.
c. Any labor, equipment or materials that are provided at the direction of the Association's CEO in cases where health, safety, the Fair's image, or success is at risk and caused by actions or non-action of the Contractor.
d. Contractor will only be charged for direct expenses for professional ride inspection (arranged by Association) if violation is filed by inspector as outlined *Inspection and Maintenance* section above.
e. Direct printing cost of Association provided carnival tickets or promotional materials
f. Fines, if applicable, incurred by Contractor, but paid by Fair.
g. Off-site parking and storage costs for carnival's equipment and vehicles
h. Games and/or food rates as designated on the face of this agreement

4.8. HOSPITALITY

Contractor shall provide to the Association each year the following:

1. VIP passes, ride passes, coupons or similar items for promotional programs mutually agreed to by Association and Contractor. The contractor agrees not to provide VIP Passes/Coupons to any group or persons without the express written permission of the Association CEO.
2. Contractor shall provide the Association with a total of 20 complimentary unlimited ride passes, including Fast Pass privileges (if offered), annually for use by the Association's Board of Directors, Chief Executive Officer (CEO), and Department Heads. Distribution of these passes shall be at the sole discretion of the Association's CEO.

4.9. CARNIVAL AREAS & PARKING

See attached map for carnival areas. Specific areas are subject to change.

5. Evaluation, Selection and Scoring Process

Each proposal shall be evaluated for ability to best meet the Association's needs as described in this RFP. This section describes the process that the Selection Committee 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 Selection Committee may hear presentations. Presentations are for clarification purposes only. The Bidder will not be allowed to ask questions concerning other proposals and may only respond to clarification questions from the Selection Committee. Proposals cannot be amended by the Bidder after the time and date designated for receipt.

5.1. EVALUATION AND SELECTION PROCESS

A. Following the deadline for receipt of proposals, as stated in the RFP schedule, each proposal will be examined to determine if:

   1. The proposal was received by the deadline time and date;
   2. The RFP's physical format and content requirements were met as determined by the Association in its sole and absolute discretion.

   This is not a public review.

B. Proposals that meet the submittal format requirements, as stated in the previous paragraph "A," will be deemed responsive and submitted to the Selection Committee for evaluation in accordance with the criteria outlined in *Evaluation Criteria.*

   Proposals that do not present the information in the format required may be rejected as non-responsive or their score may be affected. Proposals that do not meet the mandatory requirements identified in the RFP will be rejected.

   This is not a public review.

C. The Association reserves the right to verify any known relevant experience and or references disclosed in the proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification or receipt of a lower score. The Bidder shall be given the opportunity to respond to unfavorable information which has been acquired from references other than those provided by the Bidder.

D. The Evaluation Process is broken into two phases. In the first phase, the Selection Committee will evaluate each responsive proposal and assign points to the technical proposal based on the criteria outlined in *Evaluation Criteria*. There is a minimum score requirement to move on to the second phase. Refer to the Evaluation Criteria section for score details.

E. Review of the technical proposal is conducted by the Selection Committee without influence of price. ***This is not a public review.***

F. The Selection Committee may schedule virtual presentation(s) with responsive Bidders. Length of time for presentations to be determined. Bidders are encouraged to include staff and subcontractors that Bidder considers important to the presentation. The presentation must be consistent with the Proposal and it may not in any way modify or add to the written Proposal. Attempts to use the presentation to change or modify the proposal will disqualify the Proposal

and remove it from any further consideration. Bidders are not allowed to ask any questions.

G. In order to obtain the average technical score for each Bidder, the total points of each reviewer will be added up for each Bidder and the result divided by the number of people on the Selection Committee.

H. In the second phase of the evaluation, "Financial Proposals" of those proposals that met the phase one minimum score requirement are unsealed and evaluated.

I. Bidders claiming Small Business preferences will be granted a preference of five percent (5%) for the incentive program in which they qualify, when applicable.

J. Final selection will be made to the highest revenue generating responsible proposal achieving a passing score, after application of preferences.

K. In the event of a tie on the highest revenue generating proposals between two Bidders, the tie will be broken by the toss of a coin by the Selection Committee representative, or designee, in the presence of any authorized representatives of the Bidders.

L. All Bidders will be notified of the results. Notice of Proposed Award will be posted for five (5) business days at the Association's Administrative Offices.

5.2. SCORING PROCESS - CRITERIA & COMPOSITION, DETERMINATION OF POINT TOTALS

Phase One of the evaluations consists of scoring the "Technical Proposal" (**relative experience and qualifications, staffing and management, technical approach, work plan/narrative**), which has a maximum value of **100** points. In order to pass Phase One and have the Pricing Proposal opened and evaluated, the minimum technical score the Bidder must earn is **80** points.

5.3. TECHNICAL EVALUATION RATING STANDARDS

Based on the information provided by the Bidder in the "Technical Proposal," the Committee will rate each Proposal using the standards described in the following table. These standards, and their associated percentage ratings, will be translated into the Bidder's point score, as described above, for the particular component of the proposal being evaluated.

Evaluators will score the Proposals based on percentages for levels of quality. The percentages will then be translated to points based upon the weight of the particular factor. For example, if a Bidder, under category x, which has a maximum 25 points, is determined to be "Excellent 90 %" it will receive 22.5 points (0.9 x 25). If another Bidder in the same category is "Fair 60%" it will receive 15 points (0.6 x 25).

A. RATING STANDARDS

1. Non-Compliant (0%) = Fails to address the component or the Bidder does not describe any experience related to the component.
2. Poor (1-40%) = Minimally addresses the section, but one or more major considerations of the component are not addressed, or so limited that it results in a *low degree of confidence* in the Bidder's response or proposed solution.
3. Fair (41-60%) = Adequately addresses the section, but minor considerations may not be addressed. *Acceptable degree of confidence* in the Bidder's response or proposed solution.
4. Good (61-80%) = Fully addresses the section and provides a good quality solution. *Good*

degree of confidence in the Bidder's response or proposed solution.

5. Excellent (81-90%) = All considerations of the section are addressed with a *high degree of confidence* in the Bidder's response or proposed solution.
6. Outstanding (91-100%) = All considerations of the section are addressed with the *highest degree of confidence* in the Bidder's response or proposed solution. The response exceeds the requirements in providing a superior experience, a creative approach or an exceptional solution.

6. Evaluation Criteria

The following describes the Technical Proposal evaluation criteria for scoring and composition that will be used to determine point values. Based upon the information/composition provided in the "Technical Proposal" a point value will be determined by the Selection Committee for each category described below. The Selection Committee will utilize percentage ratings that will then be translated into the Bidder's point score for the particular component of the proposal being evaluated.

6.1. Technical Proposal Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Rides, Games, Concessions, & Enhancements** Provide a list and detailed descriptions and/or photographs of rides, games, food, concessions, and shows made proposed for the Fair. For each ride, include owner information, manufacturer, and year made, capacity, admission price and California Permit Number. For each game, food concession and show, include owner information, items offered, and price(s) to the customer. Include details of proposed comfort enhancement. A minimum of 60% of all rides and equipment listed must be owned by Contractor and available for the 2027 Fair. Include list of all other equipment to be provided including ticket booths, electric generators, vehicles, light towers, gate entrances, support units, maintenance facilities, and shade systems/structures. Include list of living quarters and related support units for employee living quarters.	Points Based	30 *(30% of Total)*
2.	**Operation/Management Philosophies & Policies** Provide a copy of the personnel manual and applicable policies or statement of it. Provide company drug testing policy and procedures for employees and contractors. Provide public relations and guest relations policies to include, but not limited to, handling of customer complaints, employee hiring practices, games, rides, shows, and concession pricing policies.	Points Based	20 *(20% of Total)*

3.	**Safety** Describe the carnival's current and historical safety policies and procedures including a copy of the carnival's safety handbook and any other worker health and safety related documents that are provided to carnival employees. Describe carnival's employee safety training program. Describe carnival's safety record over the last five (5) years.	Points Based	20 *(20% of Total)*
4.	**Promotions** List and describe proposed carnival related promotional concepts for the term of the contract. Proposed promotions may include, but are not limited to, advance sale offers, wristband promotions, value added guest experiences, group promotions, or other concepts intended to increase attendance, revenue and guest satisfaction. All proposed promotions are subject to review and prior written approval by Fair Management. Final marketing strategy, public messaging, timing, branding, creative materials, and release of all promotions shall be controlled by the Kern County Fair.	Points Based	15 *(15% of Total)*
5.	**Experience and References** Minimum five (5) letters of recommendation from five (5) separate Fair and/or venue managers dated within the last three (3) years of the proposal due date. Each letter must contain the number of attendees who visited the venue during the contractor's event. Each letter should be signed, dated, and printed on Fair/venue letterhead. A minimum of two (2) of these letters must be from venues where the bidder was a master carnival contractor.	Points Based	15 *(15% of Total)*

6.2. SB/DVBE Preferences

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Small Business Preference** California law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract 25% with a certified SB/MB firm(s) to receive a 5% preference on applicable state solicitations. The effect of the preference is to help SB's/MB's be more competitive in the proposal process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computational purposes to determine the winning proposal; the actual proposed amount remains the same.	N/A	N/A

6.3. Financial Proposal Evaluation

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Pricing Proposal** Award shall be made to the responsible Bidder whose proposal meets the minimum technical score and offers the highest revenue share or split.	Highest Revenue Share	100 *(100% of Total)*

7. Financial Proposal

Information: Financial offers will be evaluated based on the Contractor's proposed payment to the Fair for carnival operations. At minimum, the Contractor shall pay the Fair the following:

- Forty-five percent (45%) of gross receipts from the operation of rides and show;
- Twenty-five percent (25%) of gross receipts from each food and non-alcoholic beverage concession stand; and
- Six Thousand Five Hundred Dollars ($6,500.00) per game concession stand, per year.

In addition, Contractor shall guarantee the Fair an annual minimum payment of Nine Hundred Thousand Dollars ($900,000.00).

Contractor shall pay the Fair the greater of: the total amount due based on the percentages and fees listed above; or the annual minimum guarantee of $900,000.00.

The term of this agreement pursuant to this Request for Proposal shall be three (3) years, with two (2) one-year options.

Formula: For evaluation purposes, each bidder's Total Financial Offer shall be calculated annually using the following formula:

$1,700,000 x % of gross ride sales + $100,000 x % concession sales + per game concession x # games

$1,700,000.00 multiplied by the proposed percentage of gross ride and show sales, plus $100,000.00* multiplied by the proposed percentage of gross food and non-alcoholic beverage concession sales, plus the proposed rate per game concession stand multiplied by the proposed number of game concession stands.*

Total Financial Offer is the sum of all five (5) annual offers, including the initial three-year term and the two (2) optional one-year terms.

The bidder with the highest Total Financial Offer will receive the maximum points available as listed above. All other bidders will receive a proportionate number of points. Any small business preference will be applied, if applicable.

Bidder Financial Offer Points shall be calculated as follows:

Bidder's Total Financial Offer, divided by the highest Total Financial Offer received, multiplied by the maximum points available as listed above.

**Averages are used solely for computation and evaluation purposes. These averages do not reflect historical or expected future revenues.*

OFFICIAL BID PROPOSAL – CARNIVAL OPERATOR RFP #26-002
FINANCIAL OFFER FORM

Sample Bid Proposal

	Base rate	*Percentage / # Games*	*Total*
Carnival Rides	*$1,700,000*	*45% (0.45)*	*$765,000*
Gross Concession	*$100,000*	*25% (0.25)*	*$25,000*
Per Game	*$6,500*	*20 games*	*$130,000*
Safety and Security Offer			*$35,000*
Marketing Campaign Commitment			*$20,000*
TOTAL ANNUAL FINANCIAL OFFER:			***$975,000***

2027 Fair

	Base rate	Percentage / # Games	Total
Carnival Rides	$1,700,000		
Gross Concession	$100,000		
Per Game			
Safety and Security Offer			
Marketing Campaign Commitment			
TOTAL ANNUAL FINANCIAL OFFER:			

2028 Fair

	Base rate	Percentage / # Games	Total
Carnival Rides	$1,700,000		
Gross Concession	$100,000		
Per Game			
Safety and Security Offer			
Marketing Campaign Commitment			
TOTAL ANNUAL FINANCIAL OFFER:			

2029 Fair

	Base rate	Percentage / # Games	Total
Carnival Rides	$1,700,000		
Gross Concession	$100,000		
Per Game			
Safety and Security Offer			
Marketing Campaign Commitment			
TOTAL ANNUAL FINANCIAL OFFER:			

2030 Fair (Option Year One)

	Base rate	Percentage / # Games	Total
Carnival Rides	$1,700,000		
Gross Concession	$100,000		
Per Game			
Safety and Security Offer			
Marketing Campaign Commitment			
TOTAL ANNUAL FINANCIAL OFFER:			

2031 Fair (Option Year Two)

	Base rate	Percentage / # Games	Total
Carnival Rides	$1,700,000		
Gross Concession	$100,000		
Per Game			
Safety and Security Offer			
Marketing Campaign Commitment			
TOTAL ANNUAL FINANCIAL OFFER:			

Financial Offer Form – Summary

2027 Financial Offer Total	
2028 Financial Offer Total	
2029 Financial Offer Total	
2030 Financial Offer (Option Year One)	
2031 Financial Offer (Option Year Two)	
TOTAL FINANCIAL OFFER	

Bidder certifies to the Association that Bidder has thoroughly familiarized himself with the Association facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facilities would have revealed.

By signing this Financial Offer Form, the bidder certifies that he 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 Association in any manner.

_____
Print Name and Title

_____ _____
Signature Date

_____ _____
Firm Name Phone Number

_____ _____
Address City, State, Zip

8. Vendor Questionnaire

8.1. EVALUATION AND SELECTION PROCESS

Are you claiming SB preference? Must either be certified SB/MB or subcontracting a certain percentage to SB/MB entities. See RFP Project Details section for specifics. SB/MB certification documentation required when claiming preferences. See Required Attachments section below

Select all that apply

☐ Claiming Small Business Preference
☐ Not claiming any preferences

***Response required**

8.2. BIDDER MINIMUM QUALIFICATION REQUIREMENTS

In submitting a bid, each Bidder must provide proof that it possesses the following qualification requirements

*8.2.1. Experience in Carnival Operation**

Bidder must have a minimum of five (5) years of relevant experience providing services as described in Statement/Scope of Work at large fairs or similar events. Experience is relevant if it falls within a category in the Scope of Work.

Required Supporting Documents must include **all** of the items listed below:

a. Company Profile / statement of qualifications

b. List of years in business

c. Narrative describing relevant services provided.

***Response required**

*8.2.2. Authorization to Conduct Business in California**

Bidder must be authorized to conduct business in the State of California. Bidder must provide at least one (1) of the following documents:

a. California Secretary of State Business Registration

b. City Business License (Business Tax Certificate)

c. Talent Agency License issued by the California Labor Commissioner (if applicable)

***Response required**

*8.2.3. Business in Good Standing Requirement**

Bidder must be in good standing and authorized to conduct business in the State of California. Bidder must provide one (1) of the following documents as proof of good standing:

a. California Secretary of State – Certificate of Status (Good Standing)

b. California Franchise Tax Board (FTB) Status documentation

c. California Secretary of State Business Search printout showing "Active" status

***Response required**

8.3. TECHNICAL PROPOSAL

Bidders must provide complete responses to all items listed in this section. Submissions will be evaluated and scored based on the quality and completeness of the information provided.

Failure to provide sufficient information may result in reduced scores in the applicable evaluation categories and may negatively impact the Bidder's overall score in the selection process.

*8.3.1. Comparable Carnival Experience**

The District will evaluate the Bidder's experience based on comparable projects/contracts completed within the last five (5) years involving carnival services for public events, fairs, festivals, or large venues. Bidders are expected to provide at least ten (10) large events.

For each project or contract submitted in section, provide the following information:

- Client (Company/Agency) Name
- Project/Contract Description
- Dates of Service
- Client Contact Name
- Client Contact Phone Number
- Summary of Services Performed, including the Bidder's role and scope of work

Failure to provide sufficient information may result in reduced scoring in the applicable evaluation category.

***Response required**

*8.3.2. Qualified Key Personnel**

The District will evaluate the qualifications, experience, and organizational structure of the personnel proposed to perform the services described in this RFP. Bidders are encouraged to demonstrate that assigned staff possess relevant experience in carnival, concession or game operations, and related services.

Bidders are expected to provide the following information:

- Resumes of key personnel coordinating the carnival.
- An organizational chart identifying reporting relationships and responsibilities.
- A description of the roles and responsibilities of each assigned staff member.
- A summary of the relevant experience, qualifications, and expertise of each key staff member.

Failure to provide sufficient information may result in reduced scoring in the applicable evaluation category.

***Response required**

8.4. REQUIRED ATTACHMENTS/DOCUMENTS

For your proposal to be responsive, all required attachments must be returned

*8.4.1. Reference Letters**

Minimum five (5) letters of recommendation from five (5) separate Fair and/or venue managers dated within the last three (3) years of the proposal due date.
***Response required**

*8.4.2. Current Insurance Coverage**

INSURANCE REQUIREMENTS AT TIME OF BID

A. A copy of Bidder's current insurance certificate (or a letter confirming coverage) must be included with the proposal. The copy of the insurance certificate, or letter confirming coverage, included with the proposal must confirm $5,000,000 in commercial general liability coverage, evidence of automobile liability coverage, and, if Bidder has employees, Workers' Compensation insurance coverage.

B. If the Bidder is not on the California Fair Services Authority's (CFSA) Master Insurance List and fails to include a copy of Bidder's current insurance certificate confirming the coverages identified in the paragraph above, the 15th DAA shall provide written notice of this failure to Bidder. If Bidder fails to provide a copy of Bidder's current insurance certificate confirming the coverages identified above within 2 business days of receipt of the Failure Notice, the 15th DAA may reject the Proposal.

***Response required**

*8.4.3. Financial Proposal Form**

***Response required**

*8.4.4. Certificate re California GC 1090 and Disclosure of Interests**

***Response required**

*8.4.5. Payee Data Record STD 204**

***Response required**

*8.4.6. Contractor Certification Clauses**

***Response required**

*8.4.7. Bidder's Declaration**

***Response required**

All bidders must complete, sign, and submit the form in response to this RFP. Failure to comply will deem the bidder non-responsive. The Fair reserves the right to verify the information on the "**Bidder/Contractor**

Declaration 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 disclose whether they are a limited or general partner.

8.4.8. Subcontractor's Declaration

Required if utilizing subcontractors. This form must be completed and signed by the subcontractor. Separate forms must be submitted for each subcontractor providing services under the resulting agreement.

8.4.9. Small Business Certification

Provide copy of Small Business Certification(s) if you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with the Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting 25% with certified SB/MB(s)

8.4.10. Commercially Useful Function Compliance

Required if claiming SB/MB preference.

*8.4.11. California Civil Rights Laws Attachment**

***Response required**

*8.4.12. Darfur Contracting Act Certification**

***Response required**

*8.4.13. Iran Contracting Act Verification**

***Response required**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (DGS Rev. 04/2020 / F&E Rev. 03/2026)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
«CONTRACT_»	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

xxth District Agricultural Association – xx Fairgrounds

CONTRACTOR NAME

«CONTRACTOR_NAME»

MAKE PAYABLE TO:

«PAYEE»

2. The term of this Agreement is:

START DATE	THROUGH	END DATE
«START_DATE»		«END_DATE»

3. The maximum amount of this Agreement is:

«AMOUNT»

for «SERVICES» «SERVICE_SPECIFICS»

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 610* v. GTC 02-2025)	4-7
Attachments	Payee Data Record (Form STD 204), Contractor Certification Clause (CCC 307), Workers Comp Insurance Statement, and (if applicable) Insurance Requirements & Additional Wording	8+

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

«CONTRACTOR_NAME» **EMAIL:** «EMAIL»

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
«ADDRESS»	«CITY»	«STATE»	«ZIP_CODE»
PRINTED NAME OF PERSON SIGNING	TITLE		
«CONTACT_NAME»	«TITLE»		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA (CONTRACTING AGENCY – STATE/xxth DAA)

CONTRACTING AGENCY NAME

xxth District Agricultural Association – xx Fairgrounds

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
DAA Address	City	CA	Zip code
PRINTED NAME OF PERSON SIGNING	TITLE		
Full Name of CEO	CEO		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

Exhibit A: Scope of Work

Contractor agrees to the scope of work and the following additional terms and conditions:

1. Term of this agreement is **«TERM_OF_CONTRACT»**.
2. **«CONTRACTOR_NAME»** to provide *«SERVICES» («SERVICE_SPECIFICS»)***,** for the Fairground Name «TERM_OF_CONTRACT», on the grounds of the xxth District Agricultural Association, DAA City, California as the State directs. The term of this contract is from **«START_DATE» through «END_DATE»**.
3. The Contractor certifies that all provisions of Section 271 and 1700.5 of the Labor Code and Section 9940, et seq., of the Business and Professions Code have been complied with.
4. The DAA's Chief Executive Officer (CEO) signs as a legal representative of the State of California's xxth District Agricultural Association and assumes no personal liability or personal financial responsibility whatsoever in regard to this Agreement.
5. The performance of this Agreement is subject to termination without liability by either party upon the occurrence, or upon the prediction by the National Oceanic and Atmospheric Administration, any agency of the United States Government, or any agency of the Government of the State of California of the occurrence of any circumstance beyond the control of either party - including. without limitation, act of God, war, act of terrorism within a fifty (50) mile radius of the Fairground Name, government regulations, disaster, pandemic/epidemic illness, strikes or threat of strikes (except that neither party may terminate this Agreement for situations involving that party's own employees), civil disorder, or curtailment of transportation facilities - to the extent that such circumstance makes it illegal, impossible or economically impracticable for the Fairground Name to provide, or for the Contractor in general to use, the Fairground Name facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice from one party to the other within 10 days of such occurrence or upon delivery of written notice from one party to the other within 24 hours of the receipt of notice of the prediction of any of the above occurrences.
6. Contractor shall defend, indemnify, and save harmless the Association, the County of [DAA County], and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from damage, injury or loss to any person or persons, including all persons to whom the contractor/renter may be liable under and worker's compensation law and contractor himself and from any loss, damage, cause of action, claims, or suits for damages, including but not limited to loss of property, goods, wares, or merchandise, caused by, arising out of, or in any way connected with the exercise by the contractor of the privileges herein granted. Said obligations shall survive the expiration, termination, or assignment of this Agreement.

Exhibit B: Budget Details & Payment Provisions

The xxth District Agricultural Association, Fairgrounds Name (State), agrees to provide the following for the Contractor herein on **«TERM_OF_CONTRACT»**:

1. The State agrees to pay the Contractor a total amount that will not exceed **«AMOUNT»** («AMT_DUE»), upon satisfactory completion of the terms and conditions of Standard Agreement **«CONTRACT_»**.
2. Payments to out-of-state contractors, employees, or performers are subject to withholding requirements established by the California Franchise Tax Board. Unless an approved exemption is provided prior to performance, a 7 percent withholding must be applied to payments made to non-California residents.
    a. A Form 592-B must accompany each payment and must also be filed with the Franchise Tax Board along with required quarterly filings. DAAs are responsible for ensuring compliance with current reporting requirements.
3. The State agrees to provide - «STATE_TO_PROVIDE» *«RV_or_HOTEL»*; and any other item(s) deemed necessary to meet the terms of this contract, as approved and determined by Fair Management (State).
4. Payment to Contractor shall be made in the form of an xxth District Agricultural Association check and made payable to:

    «PAYEE»
    «ADDRESS»
    «CITY», «STATE» «ZIP_CODE»

    Unless noted otherwise on W9 or Payee Data Record.

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. 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.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* 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 provision*s* 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 subcontractor*s* 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.

11. CERTIFICATION CLAUSES: 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.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

a. The following terms are in addition to the defined terms and shall apply to the Contract:

1) “Generative AI (GenAI)” means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

Contractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs;

and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

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

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

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

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

INSURANCE REQUIREMENTS

(revised effective January 1, 2023)

I. Evidence of Coverage

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

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

   a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,

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

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

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than $1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than $1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be

sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:
   - For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
   - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

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

OR

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

OR

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

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

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

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.

2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED — Must match name on contract	INSURER A : ABC Insurance Company
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY				Make sure dates Cover event		EACH OCCURRENCE	$
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

Limits need to be EACH OCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The State of California, California Fair Services Authority, The District Agricultural Association, County Fair, The County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned.

List the specific event dates, including set-up and tear down dates.

CERTIFICATE HOLDER	CANCELLATION
FAIR needs to be named as certificate holder	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE — Signature Required

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Certificate re California Government Code 1090 and Disclosure of Interests

RFP No. _____

I _____ as a representative of
Print Name

_____
Name of Proposer ("Proposer")

and with the authority, acknowledge that, the above Proposer has read, understands, agrees to comply with the requirements of California Government Code Section 1090 et seq. and any and all other conflict of interest and ethics laws applicable to the performance of this Agreement.

If Proposer is awarded the prospective contract described in the RFP, Proposer agrees that it will be barred from entering into any financial relationships with any person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Proposers' obligations pursuant to this RFP or any resulting Agreement. The Proposer agrees to cooperate fully with the District Agricultural Association ("DAA") as well as to provide any necessary and appropriate information requested by the DAA or any authorized representative as relevant to actual or potential conflicts of interest or prohibitions concerning the RFP or any resulting Agreement.

The Proposer understands, acknowledges, and agrees that:

- Proposer may not employ any DAA director, official, officer or employee in the performance of the resulting Agreement.
- No director, official, officer or employee of the DAA may have any financial interest in the resulting Agreement that would violate California Government Code Section 1090, et sq. and/or any other applicable conflict of interest laws.
- Any Agreement awarded pursuant to the RFP made in violation of Government Code Section 1090, et seq., may be considered void and the Proposer may not be entitled to any reimbursement or compensation for the Proposer's performance of the resulting Agreement, including reimbursement of expenses.
- Any violation of the applicable conflict of interest laws, including but not limited to Government Code section 1090, et seq. may constitute a material breach of the RFP and any resulting Agreement, and the DAA reserves all its rights and remedies at law and in equity concerning any such violations.

The Proposer agrees to document in writing to the Contact Person identified on the cover of the RFP any known, suspected, or potential financial or familial interest with any DAA director, official, officer or employee and/or their immediate family, whether contractual, ownership (including but not limited to any ownership interest in any corporation, partnership, association or other legal entity, or any stock option or other rights pertaining to any such entity), financial or employment related. If any such interest arises at any time during the solicitation period, a full and complete written disclosure should be made immediately to the Contact Person identified on the cover of the RFP.

Certificate re California Government Code 1090 and Disclosure of Interests (cont'd.)

RFP No. _____

- ❑ I certify that I have **no** known suspected family or business relationships with any director, officer, official, or employee of the DAA. If my status with regard to the above changes, I understand that I must notify the Contact Person listed on the cover of the RFP immediately.

- ❑ I disclose the following relationships with and value received from and/or paid to the persons listed on the attached page. ***(Provide in writing a detailed description of known or potential financial interests with any and all directors, officers, officials, or employees of the DAA)***

NOTICE: THIS CERTIFICATE AND ITS EXECUTION HAVE SIGNIFICANT LEGAL CONSEQUENCES. ALL PROPOSERS ARE ENCOURAGED TO SEEK LEGAL COUNSEL. THE DAA DOES NOT AND CANNOT PROVIDE ANY LEGAL ADVICE REGARDING THIS CERTIFICATE.

I certify under penalty of perjury that the foregoing is true and correct:

_____
(NAME OF PROPOSER)

_____
(SIGNATURE)

_____
(PRINT NAME)

_____
(TITLE)

_____
(DATE)

Print Form Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

___ ___ ___ -___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS

SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	UNIT/SECTION	
MAILING ADDRESS	**FAX**	**TELEPHONE** *(include area code)*

CITY	STATE	ZIP CODE	E-MAIL ADDRESS

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signe e can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

Solicitation Number_____

BIDDER DECLARATION

1. Prime bidder information **(Review attached Bidder Declaration Instructions prior to completion of this form)**:

a. Identify current California certification(s) **(MB, SB, NVSA, DVBE):** _____ **or None** ☐ (If "None", go to Item #2)

b. Will subcontractors be used for this contract? **Yes** ☐ **No** ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

_____

_____

c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ☐ **No** ☐
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ☐ **No** ☐ **N/A** ☐

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					☐	☐
					☐	☐
					☐	☐

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

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2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. *(continued)* **Column Labels**

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "**N/A**" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "**Yes**" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "**No**" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

SUBCONTRACTOR'S DECLARATION (Form)

(This form must be completed by every subcontractor)

I, _____, declare as follows:

I am the owner, or an officer or director of the owner (Subcontractor), of the items listed at the bottom of this subcontractor's declaration (attach additional sheet if necessary). I am providing this equipment to the following Proposer/Prime Contractor_____
for use during the duration of the RFP terms.

The statements made herein are true of my own knowledge, except as to those statements that are made on information and belief, and as to those statements, I believe them to be true.

The State of California and the DAA are not partnering to any agreement between me, the Subcontractor, and the Proposer/Prime Contractor regarding the described items and concerning use of the items.

I understand that it is my responsibility to ensure that all requirements set forth in the RFP regarding the equipment including but not limited to the following: (1) all insurance policies, required licenses and permits, and statements are current and valid at the time of award of any contract and during performance of an awarded contract.

I hereby hold harmless the State of California and the DAA, their employees and officers from any and all liability arising from use of the item(s) at any time during its transportation to or from, during installation or removal from, or while in operation at the DAA property.

I am the owner or authorized to sign contracts on behalf of the owner.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is signed this _____day of_____, 20_____.

Legal Name of Owner _____

Address: _____

Phone Number: _____

Signed by: _____ _____

Name Title

Signature: _____

RETURN THIS FORM WITH YOUR PROPOSAL, IF SUBCONTRACTORS ARE UTILIZED

SUBCONTRACTOR'S DECLARATION (Form)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____
(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

_____ _____ _____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

_____ _____ _____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2,* subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE **(attach additional pages with signature blocks for each person to sign)**:

_____ _____
(Printed Name) (Signature) (Date Signed)

_____ _____ _____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

_____ _____
(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

PRINT CLEAR

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS

(Revision Date 1-2022)

PLEASE READ THE REQUIREMENTS AND INSTRUCTIONS CAREFULLY BEFORE YOU BEGIN.

AUTHORITY

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.61 et seq.

DVBE PARTICIPATION

The **minimum** percentage of DVBE participation is **3%** for this solicitation *unless* another percentage is specified in the solicitation, or the solicitation is exempt from DVBE participation.

DVBE INCENTIVE

An incentive will be given to bidders who provide DVBE participation, *unless* stated elsewhere in the solicitation the DVBE Incentive has been exempted.

INTRODUCTION

The bidder must complete the identified form(s) and fully document that the mandatory minimum percent of DVBE participation will be met in order to comply with this solicitation's DVBE program requirement or the bid may be considered non-responsive.

Information submitted by the Bidder to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by 2 CCR §1896.91. Contractors found to be in violation of these provisions may be subject to suspension from doing business with the State of California, contract termination, civil penalties, and loss of State certifications.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified Disabled Veteran Business Enterprises (hereafter called "DVBE") who will perform a commercially useful function (CUF) shall be used to satisfy the DVBE requirements. The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of 2 CCR §1896.81, is certified in accordance with 2 CCR §1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function as required in MVC §999(B). A certification signed under penalty perjury that the work performed by DVBE subcontractors serves a CUF is required from the bidder per MVC §999.10(a)(3). Bidders must also verify each DVBE subcontractor's certification status with OSDS to ensure DVBE participation eligibility prior to submitting bids. A DVBE that is not certified at the time of award or does not meet and maintain certification cannot count towards an awarding department's 3-percent goal. {MVC §999.5(c)}

COMMERCIALLY USEFUL FUNCTION DEFINITION

As defined in MVC §999(B), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a "commercially useful function" if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

DVBE SUBSTITUTION

Bidders must use the DVBE subcontractors or suppliers proposed in the bid. Any substitutions must be requested in writing to the awarding department and approved by both the awarding department and OSDS in writing prior to the commencement of any work by the proposed DVBE. The substitution must be to perform the same work and shall maintain the minimum level of DVBE participation stated in original bid. {MVC §999.5(g)}

DVBE SUBCONTRACTOR REPORTING

Bidders awarded a contract with a commitment to use DVBE subcontractors must certify, upon completion of contract, that all payments have been made to the DVBE subcontractors by submitting the Prime Contractor's - DVBE Subcontracting Report (STD 817). For such contracts awarded on or after January 1, 2021, the department will withhold $10,000 from the final payment, or the full payment if the final payment is less than $10,000 from prime contractors, until the complete and accurate STD 817 is received. Failure to submit this certification after given the opportunity to cure, will result in the department permanently deducting $10,000 from the final payment or the full payment if less than $10,000. {MVC §999.7}

Prime contractor shall provide proof of payments made to DVBE subcontractors at the request of the department. The department shall keep all information provided by the prime contractor regarding the DVBE program requirements in the procurement file for six years. {MVC §999.55}

PLEASE READ ALL INSTRUCTIONS CAREFULLY

These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

PARTICIPATION COMMITMENT

Bidders must commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting all forms and documentation necessary to support meeting CUF. Forms include the Bidder Declaration (DGS PD-05-105) and (DGS PD 843) DVBE Declarations located elsewhere in the solicitation, the Confirmation Letter/Form and Certification of CUF Compliance (MVC 999.10(a)(3)) as described below, and any other requested documentation. Failure to complete and submit the required form(s) as instructed will render the bid non-responsive.

METHOD A1. CERTIFIED DVBE BIDDER:

a. Commit to perform the participation goal percentage of the contract bid amount with its own resources or in combination with another DVBE(s).
b. Document DVBE participation on the Bidder Declaration DGS PD-05-105 for the Prime and all subcontractors (any person, firm, corporation that will participate in fulfilling any part of the contract.).
c. Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the contract is CUF compliant.
d. Submit a written Confirmation Letter/Form from each DVBE subcontractor identified on the Bidder

Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

e. DGS PD 843 DVBE Declarations form for all DVBE participants (prime or sub).

METHOD A2. NON-DVBE BIDDER:

a. Commit to using DVBE(s) to perform the participation goal percentage of the contract bid amount.
b. Document DVBE participation on the Bidder Declaration DGS PD-05-105.
c. Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the contract is CUF compliant.
d. Submit a written Confirmation Letter/form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
e. DGS PD 843 DVBE Declarations form for all DVBE participants (prime or sub).

DVBE BID INCENTIVE

Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration DGS PD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or $100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed $100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS
(Revision Date 1-2022)

RESOURCES AND INFORMATION TO LOCATE DVBE SUPPLIERS

AWARDING DEPARTMENT

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** The contracting official may be able to provide information regarding any DVBE suppliers who may have identified themselves as potential subcontractors and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. These referral organizations provide services for a fee. To obtain a list of referral organizations, please select:

☐ DVBE Focus-Trade Paper Listing ☐ DVBE Referral Organizations Listing

DGS-PD OFFICE OF SMALL BUSINESS AND DVBE SERVICES (OSDS)

The department's Small Business (SB/DVBE) Advocate can also provide assistance with identifying DVBEs. For a directory of SB/DVBE Advocates for each department go to: SB/DVBE Advocates Directory.

For assistance with this directory, contact Department of General Services, Procurement Division (DGS-PD), Business Outreach Program at Advocate@dgs.ca.gov.

For assistance with SB/DVBE Search, Certification Applications and Information, Certification Information, Certification Status or Concerns and General DVBE Program info you may use any of the following methods:

From 8am - 5pm Monday-Friday: Call OSDS at (916) 375-4940 or visit the Website: SB/DVBE Certification or E-mail: Certification@dgs.ca.gov.

DGS PD E-PROCUREMENT

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.caleprocure.ca.gov. To begin your search, click on "Quicklinks" and then click on "Find Certified Firms (SB/DVBE)." Search by one "Keyword" or "United Nations Standard Products and Services Code" (UNSPSC) at a time that apply to the elements of work you want to subcontract.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.caleprocure.ca.gov then click on Find Public Procurement Information. For questions regarding the CSCR, please call 916-375-2000 or send an email to eprocure@dgs.ca.gov.

For eProcurement Training Modules including the Small Business SB/DVBE Search, click on "Help" then on the question "Is training available?" and then click Access Training.

FEDERAL

Search the U.S. Small Business Administration's (SBA) System For Award Management (www.SAM.gov) on-line database to identify potential DVBEs. First time users should click on the "Search" for detailed instructions. Remember to verify each firm's status as a *California* certified DVBE.

CERTIFICATION OF COMMER CIA LL Y USEFUL FUNCTION (CUF)

By signing on the line below, bidder certifies that if they are a Small Business (SB) or Disabled Veteran Business Enterprise (OVBE), or if any subcontractor they have identified as a SB or a DVBE to perform work under this Agreement is responsible for the execution of a distinct element of the work outlined in the Agreement, and carry out their obligation by actually performing, managing, or supervising the work involved in this Agreement. Bidder certifies that any subcontractors selected shall conduct only the services and functions that are normal for its business. Bidder certifies that any subcontractors selected shall be responsible in respect to products, inventories, materials, and any supplies required for the Contract, and for negotiating price, determining quality (and quantity), ordering, installing (if applicable), and making payments. Bidder certifies that they as a SB or the selected subcontractors are not extra participants in the transaction, Agreement, or project through which funds are passed in order to obtain the appearance of SB/DVBE participation. Additionally, bidder shall not further subcontract a portion of the work that is greater than expected by normal industry practices.

BIDDER/PRIME CONTRACTOR _____

_____

(AUTHORIZED PERSON PRINTED NAME HERE)

_____ _____

(AUTHORIZED PERSON SIGNATURE HERE) DATE

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of $100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

IRAN CONTRACTING ACT VERIFICATION FORM
(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:
Department of General Services Procurement Division Iran Contracting Act List

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*