

**20<sup>th</sup> District Agricultural Association  
Alcoholic Beverage Fair Concession Sales**



**RFP 2024-01**

**REQUEST FOR PROPOSAL (RFP)  
RFP 2024-01  
High Score**

**Contact Person:** Don Ales, Chief Executive Officer

**Phone Number:** (530) 823-4533

**Email:** [ceo@goldcountryfair.com](mailto:ceo@goldcountryfair.com)

**Mailing Address:** 1273 High St. Auburn, CA. 95603

This person is the only authorized person designated by the District Agricultural Association to receive communication regarding this RFP.

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

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

**Date Issued:** May 31, 2024

Alcoholic Beverage Fair Concession Sales  
RFP 2024-01

**PART I  
DEFINITIONS**

**DAA (CORPORATION):** 20th District Agricultural Association, the state entity with a Board of Directors that governs and operates the Gold Country Fairgrounds & Event Center.

**BIDDER:** The individual, organization or business entity submitting the proposal in response to this Request for Proposal.

**VENDOR:** The individual(s) who will oversee the promotion and execution of proposed events.

**EVALUATION & SELECTION COMMITTEE:** The committee designated by the DAA to evaluate and score proposals received.

**RFP:** Request For Proposal

**AUDIT:** An official financial examination of the Licensee's accounting for the purpose of determining compliance with contract terms and whether management oversight of concession revenue is efficient and effective.

**RESPONSIVE:** Proposals that are timely, meet the proper format required for submittal of proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive".

**LICENSEE:** The bidder awarded an agreement as a result of this RFP process.

**FACILITIES:** Various parts of the Gold Country Fairgrounds and Event Center premises are described in this RFP.

**GROSS RECEIPTS, GROSS SALES OR GROSS REVENUE:** As used herein, means all monies or money equivalent or payable to the Licensee for sales made or services rendered at or from the premises from any source related to this agreement, whether collected or uncollected, whether reported by the seller or not reported, whether cash or credit, it being understood, however, that such term shall not include any sales tax or admission or amusement tax imposed by any governmental entity and collected by Licensee nor does it include certain gratuities received, collected, or provided by Licensee for the benefit of its employees.

**PART II  
GENERAL INFORMATION**

**A. SCOPE OF WORK**

The 20th District Agricultural Association (DAA), in releasing this RFP intends to award an operations agreement for a period of two (2) years (2024, 2025) under which the potential contractor will promote and operate alcoholic beverage sale services during the annual Gold Country Fair for four (4) days beginning Thursday and through Sunday.

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

**The obligations of the potential contract for both entities, accepting the winning bid information, are contained in the "Sample Concessions Contract" attached to this RFP as Attachment A. Please review thoroughly.**

**B. FAIR DESCRIPTION**

The Gold Country Fair is operated by the 20th District Agricultural Association. The 38.6 acres of the grounds features five major buildings. The facility is used for a variety of other community and private events throughout the year. These include racing, dinners, festivals, trade and specialty shows, meetings, and small to medium conventions.

The DAA is governed by a nine-member Board of Directors and the fairgrounds is operated by its CEO. The facility is the center of activity for all of Placer County, serving in times of need and during times of entertainment and climatic emergencies.

**C. FAIR TIMES**

The Gold Country Fair takes place the first weekend after Labor Day, every year. This four-day fair runs from Thursday-Sunday.

Thursday	4:00 pm – 11:00 pm
Friday	4:00 pm – 12:00 am
Saturday	11:00 am – 12:00 am
Sunday	11:00 am – 10:00 pm

**D. GOALS**

The primary goal is for the alcoholic beverage sales to be run in a professional manner adhering to both liquor and environmental health laws while maintaining or improving

upon the type of product and relationship with the fair community. It is our desire to maximize sales, taking into account the type of events scheduled in the grandstand area and products that will satisfy consumers and expand sales to the fullest capability for the benefit of the Vendor, DAA and the enjoyment of the public. Beer sales were reported at 100 kegs and 85 cases of packaged beer/seltzers/cider for the 2023 Fair.

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

**E. BIDDER RESPONSIBILITY**

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

**F. PROPOSAL AMENDMENT**

Any bidder may submit an amended proposal on or before the date and time specified for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the transmittal letter accompanying such amendment. Corporation staff will not collate or assemble additional materials submitted by the bidder.

**G. PROPOSAL WITHDRAWAL**

Any bidder may withdraw a proposal by written notice delivered to the CEO on or before the due date and time specified for receipt of proposal. Such withdrawal requests must be received in writing by the CEO before the deadline set for the receipt of proposals. After the deadline date and time, no bidder may withdraw its proposal except with the consent of the corporation. Corrections to errors made by the bidder in the proposal will not be accepted after submission of the proposal or timely submission of an amended proposal.

**H. DELIVERY OF PROPOSALS**

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

The CEO will be responsible for determining if a proposal is received on time. That decision will be final and no further consideration of late, incomplete submitted proposals will be given.

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

- One sealed package, labeled **Technical Proposal**, containing one (1) original and three (3) identical copies of the following documents:
  - Cover Letter
  - Bidder's Information and Status Form (Attachment #1)
  - Statement of Qualifications (PART VI)
  - Bidder's Affidavit (Attachment # 3)
  - Certificate of Insurance (Exhibit D)
  - Signed Controlled Substance and Alcohol Policy (Exhibit C)
  - Signed Golf Cart Policy (Exhibit F)
  
- One sealed package, labeled **Financial Proposal**, containing one (1) original and three (3) identical copies of the following documents:
  - Financial Capacity (PART VI)
  - Financial Offer Form (Attachment #2)

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

Gold Country Fairgrounds & Event Center  
Attention: Don Ales, CEO  
RFP Number 2024-01  
1273 High St.  
Auburn. CA. 95603

**Proposal Deadline: Monday, June 24, 2024**

#### **I. CORPORATION'S RIGHT RESERVED**

The Corporation expressly reserves the right to further consider, accept, or reject all proposals; request additional information; request clarification of information submitted; cancel or modify, in part or its entirety, this RFP; request new proposals; issue a new Request for Proposals; waive inconsequential deviations from the RFP's requirements; and negotiate an agreement with the bidder. The Corporation shall be the sole judge of inconsequential deviations from the RFP's requirements. The agreement, if any is awarded, shall be awarded by the Corporation to the Responsive Bidder that, in the Corporation's judgement, best meets the requirements as specified in the RFP package.

## J. AGREEMENT/CONTRACT AWARD

Prior to awarding the contract, the DAA shall post a "Notice of Intent to Award" at the administration office and online for five (5) days. In addition, a copy of the notice will be mailed and emailed to each bidder.

If no protest has been filed during the 5-day "Notice of Proposed Award" period, the DAA, during a public and open meeting, may award the contract to the winning bidder or in the alternative, reject all bids. If a protest is filed within this 5-day period, the contract shall not be awarded until the protest is withdrawn or the Fair Board has rendered a decision.

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

## K. PROTESTS

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

Gold Country Fairgrounds & Event Center  
Attention: Don Ales, CEO  
RFP Number 2024-01  
1273 High St.  
Auburn. CA. 95603

Protests must be personally delivered. Protestants should include the email if they have one.

## L. QUESTIONS

Verbal communication with the Corporation's officers and employees concerning the RFP shall not be binding on the Corporation and shall in no way excuse the Bidder of obligations as set forth in the RFP. The Corporation will not be responsible for any oral instructions given with regard to the completion and submission of any Proposal or any information which is not contained in this RFP or any future addenda to this document.

Inquiries concerning this RFP will only be accepted by email and must be submitted no later than Monday, June 17, 2024. Phone calls will not be accepted.

## **PART III RULES GOVERNING EVALUATION**

### **A. DISPOSITION OF PROPOSALS**

All materials submitted in response to the RFP will become the property of the Corporation. Materials may be returned only at the Corporation's option and at the bidder's expense. One copy of the Proposal shall be retained for the official Corporation's files.

### **B. CONFIDENTIALITY OF PROPOSALS**

All information, documents, records, or similar materials submitted to the Corporation in response to this RFP and subsequent documents deemed necessary by the Corporation, will become, and remain irrevocably the exclusive property of the Corporation. All information received from bidders will be considered confidential during the review process. When the Evaluation Committee completes its review, the Committee will recommend selection or other action to the Fair Board. This recommendation will be made public by issuance of a Notice of Intent to Award. It is the policy of the Corporation, that upon Committee selection, or other action, all materials submitted to the Corporation in response to any Request for Proposals are public records subject to the disclosure requirements of the California Public Records Act. The Corporation assumes no obligation or liability for the protection of proprietary information. If a bidder wishes to protect from disclosure any materials submitted in response to this Request for Proposals that bidder must segregate and clearly identify such materials as trade secrets or proprietary information. An assertion by a bidder that the entire Proposal, or large portions thereof, is confidential or proprietary will not be honored. The Proposal must make adequate references to the segregated material so that the Evaluation Committee can easily refer to and consider such material in its evaluation.

If any information or materials in any Proposal submitted are labeled confidential or proprietary, the Proposal shall include the following clause:

"[Legal name of bidder] shall indemnify, defend, and hold harmless the Gold Country Fairgrounds & Event Center its officers, agents, and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of bidder] has labeled as confidential, proprietary, or otherwise not subject to disclosure as a public record."

### **C. LOBBYING PROHIBITED**

Any party submitting a Proposal or a party representing a bidder shall not influence or attempt to influence any member of the Evaluation Committee or any member of the Fair Board with regard to the acceptance of a Proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to disqualification.

#### **D. CONFLICT OF INTEREST**

By submitting a Proposal, a bidder warrants and covenants that no official or employee of the Corporation nor any business entity in which an official or employee of the Corporation is interested:

1. Has been employed or retained to solicit or aid in the procuring of this Agreement.
2. Will be employed in the performance of this Agreement without the immediate divulgence of such fact to the Corporation. In the event the Corporation determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of the Corporation, bidder, upon request of the Corporation, shall terminate such employment immediately. For breaches or violations of this paragraph, the Corporation shall have the right both to annul this Agreement without liability and, at its discretion, to recover the full amount of any such compensation paid to such official, employee or business entity.

#### **E. COOPERATION WITH CORPORATION**

Bidders agree to furnish to the Corporation such information as may be requested which relates to the services bidders provide.



**PART IV  
STATEMENT OF WORK TO BE PERFORMED**

**A. GENERAL SCOPE OF SERVICES**

The general scope of services required of the Licensee under terms of the two-year proposed Agreement includes, but is not necessarily limited to the following:

**a. ANNUAL GOLD COUNTRY FAIR**

1. The 2024-2025 Gold Country Fair is a four (4) day event.
2. The Corporation anticipates the 2024/25 Gold Country Fair attendance numbers to be approximately 30,000 and 32,000 respectively.
3. The 2024/25 annual Fair to provide five (5) four-day alcoholic beverage concessions located throughout the fairgrounds (not including McCann Stadium and Placer County Wine Booth) Licensee will have the right to alcoholic beverage concession sales from concession trailer(s) provided by the Licensee and from temporary bar service areas set up inside buildings and around the facilities.
4. In addition to the regular alcoholic beverage concessions, there will be one (1) one-day alcoholic beverage concession located in Farrel Wren Park, only on the Sunday of fair.
5. **If required to provide the service needed, and with the Corporation Management's written approval, Licensee is permitted to hire subcontractors.**

**b. OPERATIONAL REQUIREMENTS**

1. Licensee must provide a Point-of-Sale system (POS) that accepts multiple types of credit card payments such as Visa, Master Card, American Express and Apple Pay, including a contactless feature. The POS must have real-time reporting, detail where sales are being made and associated revenues as well as be able to provide the Corporation access to these reports daily, weekly, and monthly.

**c. MANNER OF PAYMENT, RECORD KEEPING, REPORTING AND RIGHT TO EXAMINE RECORDS**

1. The Licensee shall maintain true and accurate records showing all business transactions. Such records need to be maintained in a manner acceptable to the Corporation and will be subject to audit by the Corporation at any time.
2. Licensee agrees that as a part of its record-keeping activities it shall, at its own cost and expense, install and maintain such Point-of-Sale equipment as may be deemed necessary by the Corporation. The Corporation will audit Point of Sale, concession operations and alcohol sales daily.
3. The Corporation further reserves the right to examine all such books and records at any time during the one (1) year period following the termination of this agreement,

including but not limited to, Federal and State income tax returns and State sales tax return records.

4. Licensee shall make concession commission payments to the Corporation at the Corporation's Accounting Department at 1273 High St. Auburn, CA. 95603.
5. Payment and Auditing process for the Gold Country Fair will be as follows:
  - a. Percentage Paid: Agreed upon percentage of all alcoholic beverage sales will be paid by Licensee based on total gross receipts less sales tax. It is also understood that there may be sales of non-alcoholic beverages within the alcohol stands. Percentages for non-alcoholic will be based on the established rate for all food vendors at the event.
  - b. Licensee shall submit an accounting of total daily gross sales, including sales tax to the Fair auditor on a daily basis with a daily summary report.
  - c. Daily summary reports are mandatory, must be specific to each bar and are due by 11:00 am the following day. All sales must be transacted using an electronic POS system. Licensee agrees to comply with all adopted sales and reporting procedures even if they are adopted after the commencement of this agreement.
  - d. Please note that final payments will be based on adjusted sales totals after the deduction of sales tax and tips.
  - e. Final Payment is due within 3 days of the completion of the Fair.
  - f. For specific concession audit requirements, please reference Exhibit B.

**d. LATE PAYMENT PENALTY**

Should Licensee fail to pay any commissions to Corporation by the time specified in this agreement, the Corporation may add interest beginning the day after the due date on the entire balance, at the maximum legal rate allowed by law, compounded monthly, if the Corporation agrees that it is willing to forgo timely payment. If the Corporation is unwilling to forgo timely payment, the Corporation has the right to seize cash from sales on a daily basis.

**e. FAIR TIME INFORMATION**

Licensee will provide multiple alcohol concession for the fairgrounds during the Gold Country Fair.

- a. Alcoholic beverages setup will be required for designated locations.
  - b. Alcoholic beverages setup may be required for Corporation designated events that occur during Fair time and will be discussed as needed with the Licensee.
  - c. Licensee will provide adequate staffing to effectively provide alcoholic and non-alcoholic beverage service to visitors.
1. Patio Bar (4-days)  
It is understood and agreed that Licensee will operate the facility known as the Patio Bar located adjacent to the Sierra Building, during the dates of the annual Fair

covered in this agreement. Licensee will be expected to provide alcoholic beverages, non-alcoholic beverages from this location.

- a. The facility has a built-in bar with an outdoor pizzeria/taphouse atmosphere.
- b. The facility must include a ticket booth beside/near the bar.

2. Main Stage Bar (4-days)

It is understood and agreed that Licensee will operate the facility known as the Main Stage Bar located at the center of the fairgrounds and across from the food court, during the dates of the annual Fair covered in this agreement. Licensee will be expected to provide alcoholic beverages, non-alcoholic beverages from this location.

- a. The facility is a portable bar with a concert bar atmosphere.
- b. The facility must include a ticket booth beside/near the bar.

3. Sports Bar (4-days)

It is understood and agreed that Licensee will operate the facility known as the Sports Bar located adjacent to the Placer Building, during the dates of the annual Fair covered in this agreement. Licensee will be expected to provide alcoholic beverages, non-alcoholic beverages from this location

- a. The facility is an outdoor patio and has a "sports bar" atmosphere with TV monitors.
- b. The facility must include a ticket booth beside/near the bar.

4. Fiesta Stage Bar (4-days)

It is understood and agreed that Licensee will operate the facility known as the Fiesta Stage Bar located across from Fiesta Stage during the dates of the annual Fair covered in this agreement. Licensee will be expected to provide alcoholic beverages, non-alcoholic beverages from this location.

- a. The facility is a portable bar with a concert bar atmosphere.
- b. The facility must include a ticket booth beside/near the bar.

5. Upper Armory Bar (4-days)

It is understood and agreed that Licensee will operate the facility known as the Upper Armory Bar located on Upper Armory Road during the dates of the annual Fair covered in this agreement. Licensee will be expected to provide alcoholic beverages, non-alcoholic beverages from this location.

- a. The facility is a portable bar with a commercial vendor experience atmosphere.
- b. The facility must include a ticket booth beside/near the bar.

6. Farrel Wren Bar (1- day)

It is understood and agreed that Licensee will operate the facility known as the Farrel Bar located in Farrell Wren Park during the Sunday of the annual Fair covered in this agreement. Licensee will be expected to provide alcoholic beverages, non-alcoholic beverages from this location.

- a. The facility is a concession stand with a concert bar atmosphere.
- b. The facility must include a ticket booth beside/near the bar.

**f. STANDARDS OF QUALITY, VALUE, AND SERVICE**

1. Corporation Management shall be entitled to review and approve all menus and prices relating to the services provided as part of this Agreement. Licensee shall secure Corporation's written approval before making any changes in approved prices and menus.
2. Licensee shall post printed rates and prices for all goods and services in such places approved by Corporation Management. Handwritten rates and prices are prohibited by Corporation.
3. Licensee is fully responsible for ensuring that all Licensee's associates shall be clean in appearance, courteous and fully trained to provide a level of service deemed acceptable by the Corporation Management. All associates must be easily identifiable by the use of associate identification badges, uniforms or a combination of these items. If in the opinion of the CEO or his/her designee, an associate fails to meet reasonable standards, Licensee will be notified, and associate will be made to meet standards or discontinue service.
4. The number of associates selected by the Licensee during operations shall be sufficient to meet the requirements of the hours of operation included on the Request for Proposal. Licensee shall possess established procedures for discipline of associates failing to meet any of the requirements stipulated under this agreement. All associated selected by Licensee to perform work under this agreement are employees of Licensee and not of the Corporation.
5. A qualified and responsible supervisory person shall be at each facility at all operational periods during the term of this agreement.
6. Every aspect of the operation shall be subject to the Corporation's ongoing approval and failure to perform according to the standards will be cause for termination. The replacement of the designated on-site manager is subject to the Corporation's approval. The designated on-site manager is required to meet with staff to prepare for the Gold County Fair, as needed.
7. All associates must comply with all Federal, State and local health and safety regulations. Additionally, the Licensee must comply with the Gold Country Fair and Exposition Controlled Substance and Alcohol Policy. (Exhibit C)
8. No pesticides, herbicides or fungicides may be used that are not approved in writing by the CEO or his/her designee in advance of use.

**g. PERMISSABLE PRODUCTS AND PRODUCT QUALITY**

1. Licensee agrees to sell or dispense alcoholic beverages as follows:
  - a. Draft beer may be sold on the Fairgrounds, at any concession site equipped for the sale of draft beer.
  - b. All alcoholic beverages shall meet or exceed quality levels normally considered as "standard" brands.
  - c. All alcoholic beverages shall be sold or dispensed in distinct logo cups, if available/provided.
  - d. All alcoholic beverages to be sold or dispensed, and location of stands, shall be subject to the approval of the Corporation.

- e. Alcoholic beverage sales to the public at designated events may be restricted at the sole discretion of the Corporation.

#### **h. FACILITIES AND EQUIPMENT**

##### **ASSOCIATION FURTHER AGREES TO:**

1. Solicit the sole alcoholic beverage provider(s) and determine the menu and pricing.
2. Provide office space in the Armory Building for fair-time storage.
3. Provide two (2) utility golf carts and one (1) four-passenger golf cart.
4. Provide six (6) two-way radios with channels.
5. Provide twelve (12) vendor admission passes for Licensee's supervisors.
  - a. Additional **discounted** vendor admission passes may be purchased.
6. Provide twelve (12) parking passes for Licensee's supervisors.
  - a. **No** additional vendor parking passes are available for purchase.
7. Provide numbered tickets for accounting of inventory/sales.
8. Provide 21+ wristbands.
9. Provide bar structures, tables, chairs and 10x10 tents for ticket booths.
  - a. Association will assume cost of Farell Wren Concession Booth, should the Farell Wren event be executed.
10. Assume cost of daily Concession Audit of all monies.

##### **LICENSEE/RENTOR FURTHER AGREES TO:**

1. Attend a minimum of two meetings in August, with Association Staff to finalize details and execute plan.
2. Purchase vendor booth spaces for designated alcohol concessions.
  - a. Pricing includes Wi-Fi and electrical.
  - b. 100% of space fee is to be submitted with Rental Agreement in order to reserve space. Balance due within 60 days of submission of application. Vendors not in compliance with the above will be canceled and all monies collected stay with the Association.**
3. Execute and submit appropriate ABC license.
4. Purchase all necessary alcohol.
  - a. Provide any and all final invoices to auditor.
5. Purchase all ice necessary from designated fair ice vendor.
6. Provide own P.O.S. system, in compliance with 2024 P.O.S. Concession Requirements.
7. Provide own bar cleaning supplies.

#### **i. USE OF PREMISES/UTILITIES AND MAINTENANCE**

1. Licensee shall not use nor permit the subject premises to be used in whole or part during the term of this agreement for any purpose other than as herein set forth without the prior written approval of the Corporation.

2. Licensee shall accept the premises in their existing condition. No warranties expressed or implied as to the existing condition of the premises have been made to Licensee. Licensee understands that any required improvements will be their sole responsibility unless the Corporation agrees in writing to provide financial and/or labor in support of an improvement.
3. Licensee shall maintain the premises and the facilities and equipment to which Licensee, Licensee's associates, agents, subcontractors or any member of the public has access. Licensee agrees to return the equipment in the same or better condition as it was on agreement commencement date. A full inventory of all facilities and equipment and a note of their condition shall be incorporated into the agreement.
4. Licensee shall be responsible for maintenance costs and any damage to State owned property. If property is damaged due to fire or other peril caused by the Licensee, the Licensee's liability coverage will be called upon to respond to any loss.
5. Licensee shall not make any alteration or improvement, or otherwise permanently affix any personal property, to the lands or improvements of the fairgrounds without a specific written authorization of the Corporation for any purpose.
6. Licensee shall utilize the premises in an orderly manner and shall observe and comply promptly with all rules, regulations, directives and orders of appropriate governmental agencies, such as statutes, ordinances, rules, regulations, directives, and orders now existing or may hereafter provide concerning the use and safety of the premises.
7. The Licensee at its own cost and expense shall furnish and maintain all telephone, internet and TV service as required for operations. It is the Licensee's sole responsibility to secure their equipment and leased areas. Corporation will not be responsible for any losses or repairs from vandalism. The Corporation shall not be liable for loss or damage to the property of the Licensee from any cause whatsoever.
8. Corporation shall maintain structural repairs such as roof, foundation and walls. Corporation will also provide water, gas and sewer services.
9. The Licensee is responsible for the disposal of all litter associated with Licensee's operation and the pickup and removal of all litter within a defined area of operation that includes the work area, service area and adjacent public area into garbage receptacles provided by Corporation.

**j. ADDITIONAL AGREEMENT TERMS AND CONDITIONS**

1. Licensee agrees to remove not later than 7 days following the expiration of this agreement, at their sole cost and expense, all their articles, materials and equipment used in connection with their operations hereunder in a neat and clean condition. Licensee agrees that, in the event Licensee fails to vacate said premises or to leave same in a neat and clean condition, Corporation is authorized to remove and store such articles, materials and equipment at Licensee's risk and expense for no more than 7 days, and Licensee shall reimburse Corporation for expense thus incurred. After 7 days, the Corporation may dispose of said property as it sees fit.
2. It is understood and agreed that all terms and conditions as heretofore set forth shall prevail and be binding upon the parties of this agreement and Licensee clearly

understands the terms and condition under which this agreement may be cancelled by Corporation as herein set forth.

3. It is understood and agreed, that this Agreement shall not be altered, amended, changed, or modified in any respect unless such alteration, amendment, change, or modification is agreed upon by each of the parties, reduced to writing in its entirety, and signed and delivered by each such party.
4. It is mutually understood and agreed that the failure of the Corporation to insist in one or more instances upon the observance of any of the foregoing provisions shall not constitute a waiver of any subsequent breach or breaches thereof.
5. It is mutually understood and agreed that, in the event Licensee fails to faithfully perform each and all covenants of this agreement to be performed by Licensee, Licensee agrees to pay and discharge all costs, reasonable attorney's fees and expenses arising from the necessity of enforcing the provisions of this agreement.
6. All notices under this agreement shall be in writing and addressed to the parties as set forth above. Any notice sent by certified mail, return receipt requested, shall be effective seventy-two (72) hours after the time of mailing. A notice personally delivered or sent by other than certified mail, return receipt requested, shall be effective when received. The address of any party for notice may be changed by giving notice to the other party at any time, in writing, as set out above.

#### **k. PUBLIC SAFETY**

1. Licensee shall make public safety its number one concern at all times, ensuring that the actions of the Licensee's officers, agents, and associates cannot be judged negligent in any way. Licensee shall ensure the professionalism of its associates including, but not limited to appearance, customer service skills and communication skills.
2. Licensee shall abide by the Association's Emergency Operations Plan, Crisis Communication Plan and all other relevant policies and procedures.
3. Licensee shall ensure all exposed cables and hoses on fairgrounds walkways and thoroughfares are covered. Licensee shall ensure reasonable accommodations to individuals with disabilities and to comply with the Americans with Disabilities Act.
4. Associates serving alcoholic beverages shall have completed an accredited alcohol servers training course such as the Department of Alcoholic Beverage Control's Licensee Education on Alcohol and Drugs (LEAD Program).
5. Licensee must review and operate within Corporation's Alcohol Management Policy guidelines. (Exhibit C)

## **PART V GENERAL AGREEMENT PROVISIONS**

Bidders are referred to Exhibit A to this RFP for a complete description of the contract terms and conditions. The following summary is non-exhaustive and is provided for Bidders convenience only. Bidders must review the sample agreement. **By submitting a proposal, Bidders acknowledge their willingness to accept the sample contract terms unless they have specifically identified exceptions to the sample agreement as part of their proposal.**

### **a. TERMS OF SERVICE**

The service agreement is for two (2) consecutive 'fair' years and shall begin on August 1, 2024 and end on October 1, 2025.

### **b. ASSIGNMENT**

Contracted services are not assignable by Licensee either in whole or in part without prior written notice and the approval of the Fair Manager or his/her designee.

### **c. INDEMNIFICATION AND LIABILITY**

Licensee agrees to accept all responsibility for loss or damage to any person or entity, Licensee shall defend, indemnify and save harmless Association 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 any damage, injury or loss to any person or persons, including all persons to whom the Licensee may be liable under any worker's compensation law and Licensee him/herself 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 Licensee of the privileges herein granted. Licensee's obligations under this Provision apply whether or not there is concurrent negligence on the part of Corporation but, to the extent required by law, excluding liability due to conduct by Corporation. Corporation have the right to select their own legal counsel at Licensee's expense, subject to Licensee's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Licensee or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

### **d. INSURANCE REQUIREMENTS**

Licensee shall furnish to Corporation a certificate of insurance and proper policy endorsements as set forth in Exhibit C (Insurance Requirements).



**e. SIGNS, ADVERTISING AND APPROVAL OF NAME**

No signs, names, placards or advertising matter shall be inscribed, painted or affixed upon said premises, circulated or published without prior written consent of the Corporation. All signage shall be professional in appearance and no hand-written signage will be allowed.

**f. PERMITS AND LICENSES**

Licensee shall obtain all necessary permits and licenses required to operate an Alcoholic beverage operation at the Fairgrounds, including but not limited to health permits and alcohol beverage service permits. All permits and licenses must be filed with the Corporation upon execution of the agreement.

**g. NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Licensee and its subcontractors shall not unlawfully discriminate, harass, or allow discrimination, or harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, or other protected status. Licensee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Licensee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated. Licensee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement. Licensee, by signing this Agreement, assures Corporation 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. Licensee further agrees that it will continue to comply with the ADA during the performance of this agreement.

## **PART VI FORMAT AND CONTENT REQUIREMENT**

This section prescribes the mandatory Proposal format and the approach for the development and presentation of Proposal data. Proposal format instruction must be adhered to, all questions must be answered, and all requested data must be supplied. Failure to prepare Proposals in the following required format may result in disqualification.

### **a. COVER LETTER**

Each Proposal must include a cover letter on bidder's letterhead signed by a person authorized to bind the bidder and containing the following statement:

**"By submitting this proposal, I certify that I have read and understand all terms, conditions, and requirements and instructions concerning the Gold Country Fairgrounds and Event Center Request for Proposals for Alcoholic Beverage Fair Concession Sales".**

### **b. BIDDER'S INFORMATION AND STATUS FORM**

Each Proposal must contain a signed and completed Bidder's Information and Status Form (Attachment #1).

### **c. STATEMENT OF QUALIFICATIONS AND EXPERIENCE**

Each Proposal must contain the following information:

1. Summary of Bidder's experience in Alcohol Beverage Concessionaire Management.
2. Listing of events, description of services provided and duration of service that demonstrates Bidder's ability to manage large scale events, including staffing and cash management. Include contact information (name, address, phone number and email address) for all events listed. Acceptable references/documents include clients, suppliers, industry peers, etc.
3. Summary of community contributions (i.e. financial donations, volunteer time, and in-kind donations).
4. Provide appropriate links and/or descriptions of ways social media is utilized to improve marketing and social reach.
5. Brief description of any litigation and/or pending litigation brought against Bidder in the past 5 years.
6. Brief description of any contracts terminated for cause by a party contracting with Bidder, including an explanation of the circumstances of the termination.
7. Any other information Bidder would like to offer for consideration by the Evaluation Committee.

#### **d. FINANCIAL CAPABILITY**

Each Proposal must contain the following information:

1. Documentation demonstrating that the Bidder possesses the financial fortitude required to fulfill the cash flow and financial burden of this agreement. Include the following:
  - a. Bank statements, bank letters and/or company financial statements demonstrating the ability to provide sufficient capital for an operation of this magnitude.
  - b. List of credit references with consent to the Corporation for release of any information in connection therewith. (I.e. vendors, other fairs, etc.)

#### **e. FINANCIAL OFFER**

Each Proposal must contain the following information:

1. A signed and completed Financial Offer Form (Attachment #2). "Must be submitted in a separate envelope marked "Financial Offer – DO NOT OPEN."

#### **f. INSURANCE**

Provide Certificate of Insurance with the required insurance coverage language. (See Exhibit D)

#### **g. BIDDER AFFIDAVIT**

Bidder must submit a completed Bidder Affidavit (Attachment #3) as provided in. **Failure to submit a properly executed Affidavit will result in disqualification of the proposal.**

#### **h. CONTROLLED SUBSTANCE AND ALCOHOL POLICY**

Bidder must sign and submit a completed CDFA Controlled Substance and Alcohol Policy. (See Exhibit C)

#### **i. GOLF CART POLICY**

Bidder must sign and submit a completed 20<sup>TH</sup> DAA Golf Cart Policy. (See Exhibit F)

## **PART VII EVALUATION CRITERIA AND SELECTION PROCESS**

### **a. CORPORATION GOALS & OBJECTIVES**

The Corporation's principal objectives in entering into a service agreement for the Alcoholic Beverage Fair Concession Sales include (in no particular order):

1. Distinguished alcoholic beverage services that provide quality products for the enjoyment of patrons at an affordable price.
2. Management and operational practices that promote alcoholic beverage concession services to increase sales and profits.
3. Management and operational practices that emphasize associate and customer safety at all times.

### **b. MINIMUM QUALIFICATIONS REQUIREMENTS**

1. Every individual, non-profit, small business, corporation submitting a proposal must demonstrate that the minimum qualifications listed below have been met in order to have their (its) proposal considered. The minimum qualifications include:
  1. A competent record of contract services in alcoholic beverage concessions.
  2. Bidder must have experience providing alcoholic beverage service for a multi-day event or function in the last three years.
  3. Bidder must possess and demonstrate a record of financial responsibility commensurate with the obligations contemplated under this RFP.

### **c. EVALUATION CRITERIA AND SELECTION**

1. Each Proposal shall be evaluated to determine responsiveness to the Corporation's needs as described in this RFP.
2. During the evaluation and selection process, the Evaluation and Selection Committee will interview a Bidder for clarification only, if deemed necessary. The Bidder cannot change Proposals after the time and date designated for receipt.
3. Final determination of the Bidder to be awarded the agreement will be made on the basis of the information submitted, references provided and telephone or internet checks with other agencies.
4. The Bidder that, in the opinion of the Evaluation and Selection committee, will best serve the needs of the Corporation will be awarded the agreement.

#### d. SELECTION PROCESS

1. Responsibility and qualifications of each Bidder are to be determined from the information furnished by the Bidder in the Proposal document, and from other sources determined to be valid by the Corporation and Evaluation and Selection Committee. By submitting a Proposal, each Bidder agrees to cooperate with all such investigations.
2. The Corporation may elect to negotiate with the Bidder(s) determined by the Evaluation and Selection Committee to have best met the Fair's stated objectives. The Corporation reserves the right to reject all Proposals.
  1. After the period has closed for receipt of Proposals, each Proposal is examined by Corporation staff to determine compliance with the RFP format requirements and grounds for rejection (under Part III). This is not a public review.
  2. Each Bidder's Information Form is reviewed, and further research or verification of information included on the form may be completed.
3. The Evaluation and Selection Committee is provided with copies of all the Proposals for their individual review (The Evaluation and Selection Committee will not receive the Bidder's Financial Offer Form at this point).
4. The Evaluation and Selection Committee may conduct oral interviews with the Bidder for clarification of Proposals, if deemed necessary. Interview may be in person or by phone. This is not a public review.
5. Specific criteria have been established to assist the Corporation in the evaluation of the Proposals. The Evaluation and Selection Committee uses these criteria to individually score each Proposal based on the scorecard provided in this packet and then the Bidder's Financial Proposal is opened and scored. A cumulative score is determined based on these individual scores. (See Score Card Attachment 4).
6. A "Notice of Intent Award" is posted at the Fair Administration Office and emailed to each Bidder.
7. At their next regular Board meeting, the Fair Board of Directors will approve the License Agreement with the successful Bidder.
8. **The Corporation reserves the right to verify any reference disclosed in this proposal or to ascertain the accuracy of the information presented. Misinformation or inaccuracies are grounds for disqualification.**

**e. PROTEST PROCESS**

1. Only Bidders who submitted proposals in response to this RFP can file a protest.
2. Protests must be in writing and must detail the full scope and nature of the protest.
3. Only one protest per Bidder will be permitted.
4. Protests must be submitted within 5 days of the Fair's issuance of Notice of Intent to Award.
5. All protests will be reviewed by the Fair Board, which will determine the validity of the protest and what action, if any, will be taken in response to the protest.
6. Decisions of the Fair Board with respect to any protest are final. The protest procedure set forth herein is the exclusive remedy for challenging the Notice of Intent to Award. Failure to strictly follow the requirements of this section shall constitute a waiver of all appeal rights and any further right to challenge the Fair's award of an agreement.

## **PART VIII BIDDER FORMS**

### **BIDDER TO PROVIDE:**

#### **TECHNICAL PROPOSAL:**

- Cover Letter (See PART VI)
- Bidder's information and Status Form (Attachment #1)
- Statement of Qualifications (See PART VI)
- Bidder's Affidavit (Attachment #3)
- Certificate of Insurance (Exhibit D)
- Signed Controlled Substance and Alcohol Policy (Exhibit C)
- Signed Golf Cart Policy (Exhibit F)

#### **FINANCIAL PROPOSAL:**

- Financial Capability (See PART VI)
  - Financial Offer (Attachment #2)
- 

### **CORPORATION TO VERIFY AND COMPLETE:**

#### **RFP PROCESS FORMS & POLICIES**

- Score Card (Attachment #4)
- Schedule of Dates for Submissions and Processing (Attachment #5)



## EXHIBIT A RENTAL AGREEMENT

Fairtime  
 Interim

THIS AGREEMENT by and between the **TWENTIETH DISTRICT AGRICULTURAL ASSOCIATION**, hereinafter called the Association, and **Organization/Individual Name**, hereinafter called the Rentor.

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on **SEPTEMBER 3, 2024** and ending on **SEPTEMBER 9, 2024, which includes 2 days for set up and 1 day for tear down.**

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the spaces(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: **Fair alcoholic beverage vendor.**

3. The purposes of occupancy shall be limited to: **beer, wine, seltzer, ciders, water, and (RTD) canned spirit-based cocktails** and shall be for no other purpose or purposes whatsoever and is the exclusive beer concessionaire.

4. Rentor agrees to pay to Association for the rights and privileges hereby granted the amounts and, in the manner, set forth below: **Payment requirements as per Exhibit E attached.**

5. Rentor agrees to pay fees required by Association for **FAIRTIME CONCESSION** and to guarantee the payment of:

- (a) Any money which may be payable to Association under this agreement;
- (b) Any damage to Fair property; and utility charges, if any;
- (c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.

6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.

7. Rentor further agrees to indemnify and save harmless Association 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 any damage, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor 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 Rentor of the privileges herein granted.

8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.

9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.

10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.

11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.

12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interests of Association.





## EXHIBIT A RENTAL AGREEMENT

13. Special Provisions: **A \$35.00 service and handling cost will be levied against all dishonored checks. The attached Exhibits (A-Map, B-Insurance Statement, C -State Fire Marshal Requirements, D-Specific requirements of the 20<sup>th</sup> District Agricultural Association and E- ) are incorporated herein and made part of this agreement. Concessionaire will provide the Association with evidence of a "Sellers Permit" from the State Board of Equalization (if applicable).**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.
15. No rentor will be allowed to open until all the preliminary requirements herein set forth have been complied with.
16. Rentor will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
17. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
18. Upon request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Rentor in said space(s).
19. Upon request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
20. Rentor will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival Area.
21. Rentor is to have posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association. Must also have ABC license and seller's permit posted.
22. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Rentor agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.



**EXHIBIT A  
RENTAL AGREEMENT**

11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.

12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter.

13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by rentor, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.

14. No rentor will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.

15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.

16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.

17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.

18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the rentor may be subject to the payment of property taxes levied on such interest.

19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.

20. The parties hereto agree that renter, and any agents and employees of rentor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.

21. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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

**GOLD COUNTRY FAIR  
20<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION  
P.O. BOX 5527  
AUBURN, CA 95604-5527  
(530) 823-4533**

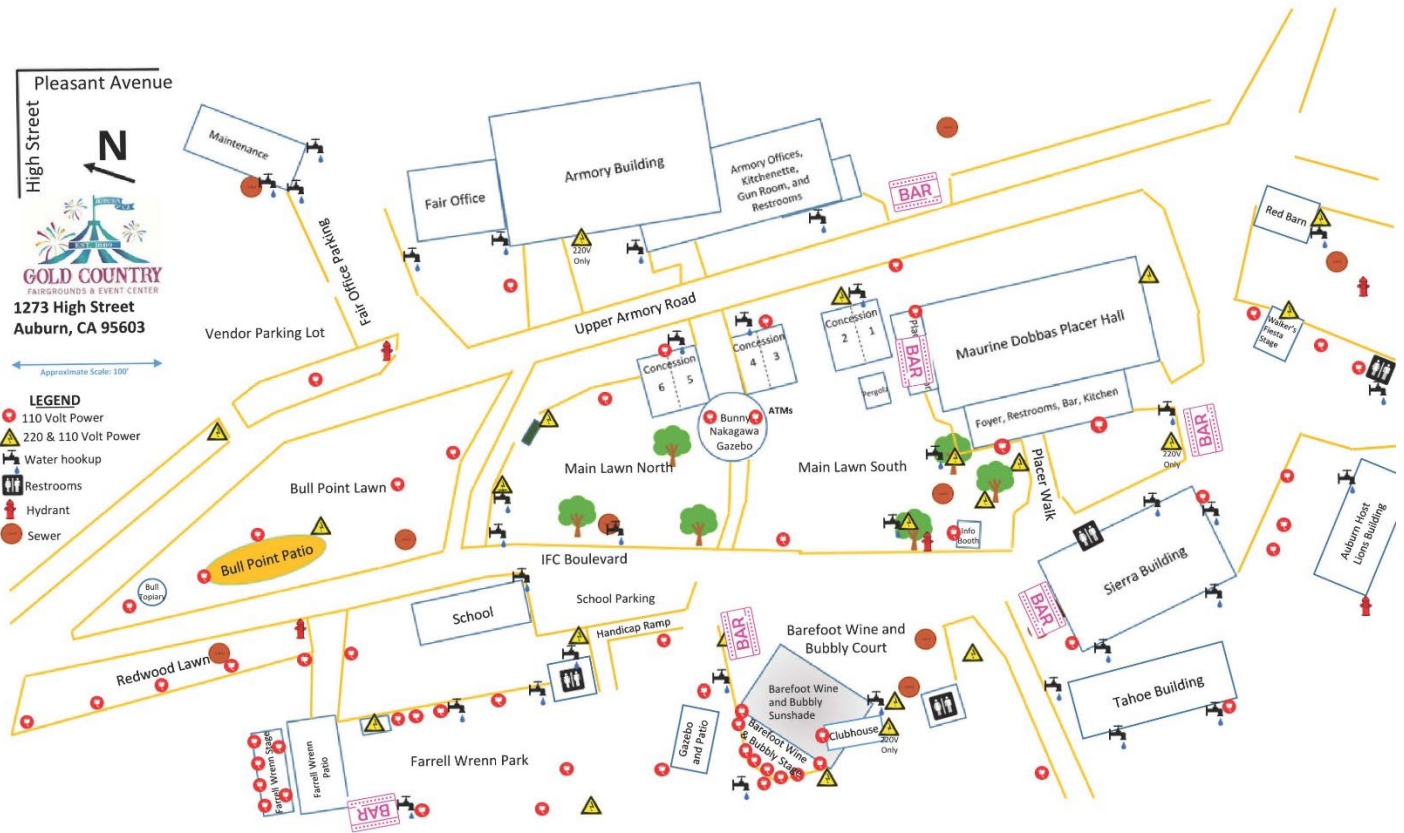
**Organization/Individual Name  
Street Address  
City, State, Zip Code  
Phone Number  
Seller's Permit: #####**

By \_\_\_\_\_  
Title: **Don Ales, Chief Executive Officer**

By \_\_\_\_\_  
**Name, Title**

**EXHIBIT A  
RENTAL AGREEMENT**

**Exhibit A: Map of Fairgrounds Depicting Premises**





## EXHIBIT A RENTAL AGREEMENT

### Exhibit B: California Fair Services Authority Insurance Requirements

#### INSURANCE REQUIREMENTS

##### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus 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 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 be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, 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; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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.



## EXHIBIT A RENTAL AGREEMENT

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

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

OR

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

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 obligation 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



## **EXHIBIT A RENTAL AGREEMENT**

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

**EXHIBIT A  
RENTAL AGREEMENT**

**EXHIBIT C: State Fire Marshal Requirements**

**EXHIBIT D: SPECIFIC REQUIREMENTS OF THE 20<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION**

The fire extinguisher must be mounted or secured so that it will not fall over.

All fire extinguishers must be visible and accessible.

**Deep Fat Fry/Flambe Cooking:**

Deep fat frying or flambe cooking operations shall be located in a separate enclosure where only cooking operations are performed.

**Wood Barbecue Cooking:**

No wood barbecue cooking inside of booths.

Only wood barbecue cooking shall be performed in areas away from public access.

No fuel wood shall be stored inside of booths.

Metal containers shall be provided for hot coal and ashes.

**Charcoal Barbecue Cooking:**

No charcoal barbecue cooking inside of booths or tents.

Only commercially sold charcoal fuel may be used.

Charcoal cooking shall be performed only in areas away from public access

Charcoal cooking shall be located a minimum of 15 feet from any booth

Charcoal cooking is at least 20 feet from any permanent structure.

**EXHIBIT HALLS**

No open flame.

**Exiting**

Illuminated exit sign.

No blocking or obstruction of exit.

Doors shall not be locked or chained.

Aisle width shall be maintained according to approved site plan.

**Fire equipment**

No blocking of fire hydrants.

No blocking of fire extinguishers.

No blocking of standpipe and fire hose cabinets.

No blocking of fire sprinkler systems.

No blocking of manual fire alarm pull stations.

No blocking of fire alarm audible/visual devices such as horns or strobes.

No blocking of first aide equipment.

**Vehicle Static Display**

Battery terminals disconnected.

Fuel tank shall be no more than 1/4 filled.

Locked or taped gas cap.

**Decorative Materials**

Shall be inherently flame resistive or treated.

*Have reviewed and verified this check list that all applicable items listed above are in compliance.*

Signature

**Host Vendor Exhibitor**

Title (circle one)

Date

**THIS FORM MUST BE COMPLETED AND POSTED IN EACH BOOTH, BARN, EXHIBIT HALLS PRIOR TO EVENT**

**BOOTH CONSTRUCTION/LOCATION:**

Minimum of 20 feet from any permanent structure.

All fabric or pliable canopy covers, sideback drops and decorative material must be inherently fire resistive or treated.

Exit openings shall be a minimum of 3 feet wide and 6 feet 8 inches in height.

**ELECTRICAL:**

Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type.

Electrical equipment and installation shall be inspected and approved by a qualified person.

**LIVESTOCK/BARN AREAS:**

No space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances.

No storage of flammable or combustible liquids or machines.

Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.

The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.

No parking of any vehicles in any barn or livestock areas.

**RV PARKING:**

The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.

A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.

All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.

**FOOD SERVICES AREAS:**

No use or storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents.

All cylinders must be secured to prevent tipping or falling over.

Cooking booths must be separated from non-cooking booths by 10 feet.

All Automatic Fire Extinguishing Systems (Hood System) have been serviced within the last six months.

**Fire Extinguishers:**

Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.

Each booth with deep fat fryer shall have a Class K portable fire extinguisher.

All portable fire extinguishers have been serviced by a SFM licensed company annually with a service tag attached.

**State of California**

**OFFICE OF THE  
STATE FIRE  
MARSHAL**



**FIRE & LIFE SAFETY**

**DIVISION**

**Special Events and/or**

**DAA Fairs**

**Sacramento Headquarters**

2251 Harvard, Suite 130, Sacramento, CA  
95814

(916) 568-2957

**Monrovia Regional Office**

602 E. Huntington Drive, Suite A

Monrovia, CA 91016

(626) 305-1908

(626) 305-5173 Fax

Web Site: <http://losfm.fire.ca.gov>



## EXHIBIT A RENTAL AGREEMENT

Rentor must obtain all required insurance and provide an acceptable Certificate of Insurance as per Exhibit B by 30 days prior to the fair. Rentor without acceptable insurance coverage by that date will be canceled and all monies collected stay with the Association. As an option, Rentor may obtain CFSA insurance from the Association.

All events are subject to inspection by the State Fire Marshal (Cal Fire). Cal Fire reserves the right to demand changes by the Rentor, and even removal, due to any unforeseen conditions. In such a situation, Rentor remains fully responsible for all rental charges.

Rentor is responsible for all Cal Fire inspection charges and/or fines levied by the State Fire Marshal. Any such charges are due and payable by Rentor immediately upon being levied.

Booth setup is strictly limited to published Food Vendor setup times. All non-booth vehicles must be off the Fairgrounds two hours prior to Fair opening. THERE IS NO ON-FAIRGROUNDS PARKING DURING EVENTS. On-fairgrounds access is only for immediate pre and post event deliveries/pickups and must not be in any no-parking zone. Vehicles parked on the fairgrounds are subject to tow-away at the owner's expense.

No vehicles on any grass area of Fairgrounds without explicit permission of the Association for each occurrence. Trailer placement on any grass area must be coordinated directly with Fair Maintenance staff to eliminate any damage to Fair property.

All existing Fairgrounds signage and banners must not be covered over or removed without submitting a formal request to the Chief Executive Officer of the 20<sup>th</sup> District Agricultural Association and approved by the Association's Board of Directors (as per policy).

The venue is to be referred to as the "Gold Country Fairgrounds and Event Center" in all advertising and mass media and social media.





**EXHIBIT A  
RENTAL AGREEMENT**

**EXHIBIT E:**

**ASSOCIATION FURTHER AGREES TO:**

1. Solicit the sole alcoholic beverage provider(s) and determine the menu and pricing.
2. Provide office space in the Armory Building for fair-time storage.
3. Provide two (2) utility golf carts and one (1) four-passenger golf cart.
4. Provide six (6) two-way radios with channels.
5. Provide twelve (12) vendor admission passes for Licensee’s supervisors.
  - a. Additional **discounted** vendor admission passes may be purchased.
6. Provide twelve (12) parking passes for Licensee’s supervisors.
  - a. **No** additional vendor parking passes are available for purchase.
7. Provide numbered tickets for accounting of inventory/sales.
8. Provide 21+ wristbands.
9. Provide bar structures, tables, chairs and 10x10 tents for ticket booths.
  - a. Association will assume cost of Farell Wren Concession Booth, should the Farell Wren event be executed.
10. Assume cost of daily Concession Audit of all monies.

**LICENSEE/RENTOR FURTHER AGREES TO:**

1. Attend a minimum of two meetings in August, with Association Staff to finalize details and execute plan.
2. Purchase vendor booth spaces for designated alcohol concessions.
  - a. Pricing includes Wi-Fi and electrical.
  - b. 100% of space fee is to be submitted with Rental Agreement in order to reserve space. Balance due within 60 days of submission of application. Vendors not in compliance with the above will be canceled and all monies collected stay with the Association.**
3. Execute and submit appropriate ABC license.
4. Purchase all necessary alcohol.
  - a. Provide any and all final invoices to auditor.
5. Purchase all ice necessary from designated fair ice vendor.
6. Provide own P.O.S. system, in compliance with 2024 P.O.S. Concession Requirements.
7. Provide own bar cleaning supplies.

**GOLD COUNTRY FAIR  
20<sup>TH</sup> DISTRICT AGRICULTURAL ASSOCIATION  
P.O. BOX 5527  
AUBURN, CA 95604-5527  
(530) 823-4533**

**Organization/Individual Name  
Street Address  
City, State, Zip Code  
Phone Number  
Seller's Permit: #####**

By \_\_\_\_\_  
Title: **Don Ales, Chief Executive Officer**

By \_\_\_\_\_  
**Name, Title**

# 2024 Gold Country Fair

## Concession Audit Requirements

### 1. **Cash Register or POS Requirements:**

Cash Register: If you are on a cash register system, your cash register will need to submit your full journal tape. You should have a dual tape system that provides both a journal and receipt tape. In addition, your cash register must provide grand total reports, and “Z” reports that we can track.

POS System: If you use a POS system, you will be required to allow the concession auditors to log in at any time to your web-based POS system, or you will be required to email end-of-sales day detailed transaction reports that can be tracked based on date and time.

*Regardless of your system, you must always have batteries or a backup system in place should you lose ground power or the system stops functioning.*

### 2. **Cash Register or POS System Tagging & Checking:**

Before starting business at the fair, you need to have your cash register or POS system tagged and verified by one of the concession auditors. **Before meeting with the auditor, you should have your cash register or POS system in the location that it will be during the fair; have it correctly programmed with the date, time, and price codes (if applicable); have tape in it, make sure it is printing legibly, and have it ready for business.** The auditor will take 10-15 minutes to check your POS/register. Once checked and tagged, it should not be used again until the start of sales.

When the concession auditor tags and verifies your system, they will leave you daily reporting forms and over-ring slips for your use.

### 3. **Procedures:**

At the end of each evening, please “Z out” your register and bring the entire tape, the over-ring slip, and your daily report to the Administration Office by 11 a.m. the following day. Put the name of the concession, gross daily sales, and the register number on the tape.

If you are on a POS system, you will still need to complete a daily report form, which can be emailed. Depending on your POS reporting method, you will either need to email your daily transaction information to the auditors, or they will evaluate your transactions on the web, in which case, no action is required by you.

### 4. **Cash Register or POS System Problems:**

If your cash register or POS System becomes inoperable, please get in touch with someone on the concessions audit team immediately and continue making sales by writing each transaction down.

### 5. **Over Rings:**

We understand that mistakes are bound to occur. If you have an over-ring at the register, please record the error on the over-ring slip and circle the transaction on the tape. We do not give credit for over rings we cannot locate on the tape.

6. **General Rules and Guidelines (some may not apply to POS systems):**
  - a. All stands must have cash registers or POS systems that can run consecutive “Z” numbers and have a battery back-up.
  - b. Working out of an open-drawer is prohibited.
  - c. Registers must have 2 display windows. (One for the operator and one for the customer).
  - d. Register must be set in a permanent location where the customer can easily see the display.
  - e. No voided transactions will be permitted. All transactions rung up incorrectly must be circled on the journal, and documented on the over ring sheet to be properly credited.
  - f. Complete journal logs must be turned in daily. All transactions must be on the journal log with consecutive transaction numbers and the correct time and date.
  - g. You may only use registers that are approved by the auditor.
  - h. All sales must be rung up using approved cash registers or POS systems.
  - i. All transactions must be rung up for the true amount of the sale.
  - j. “No Sales” are allowed provided they are not excessive (over 8 per day). When a “no sale” transaction is needed, please note the reason on your journal tape.
  - k. An opening “Z” report will be taken by the auditor before your first transaction at the 2024 Fair. After the opening “Z” report is taken, you are only to run “Z” reports when you settle the register for the day.
7. All concessionaires are required to settle their commissions due on the last night of the fair. Please plan accordingly.
8. The prices posted on your menu must have sales tax included. You cannot add sales tax onto your posted prices.
9. The menu items you offer at the fair will be checked against your approved menu associated with your contract. Menu items may be denied if they have not been approved by fair management.
10. Before starting sales at the Gold Country Fair, an auditor will need to check your POS system for compliancy. Appointments will be scheduled the week prior to Fair for these visits.

**If you have any questions, contact our Audit Supervisor, Tawny Tesconi, at [audit@tesconisolutions.com](mailto:audit@tesconisolutions.com)**

The use of illegal drugs and alcohol pose a risk to public safety and the effective enforcement of the law. The impact of illegal drug use is felt in both the public and private sectors. Employees who use illegal drugs, whether on or off duty, are generally less productive, less reliable, and prone to greater absenteeism than employees who do not use illegal drugs. Accordingly, the California Department of Food and Agriculture has adopted this policy.

### *Policy*

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It is the California Department of Food and Agriculture's (CDFA) policy to maintain a drug-free workplace. The unlawful manufacture, distribution, possession, and/or use of a controlled substance or the unlawful possession, use, or distribution of alcohol is prohibited on CDFA's premises or in the workplace. This includes the unlawful use of a controlled substance or alcohol in the workplace even if it does not result in impaired job performance or unacceptable conduct. The unlawful presence of any controlled substance or alcohol in the workplace is prohibited.

This policy applies to all CDFA and District Agricultural Association (DAA) employees as well as non-employees, volunteers, and visitors.

### *Authority*

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Controlled Substances Act, 21 United States Code (U.S.C.) §§ 812 and 802

Drug-Free Workplace Act of 1988

Drug-Free Schools and Communities Act Amendments of 1989

Code of Federal Regulations (CFR), Title 49, Part 40, Part 172, Subpart F, and Parts 382, et seq.

Government Code Section 19572

Title 2, California Code of Regulations, Sections 599.960 - 599.966

*Ross v. Ragingwire Telecommunications, Inc.*, 42 Cal. 4<sup>th</sup> 920 (2008)

State Personnel Board (SPB) Rules 213-213.6

Executive Order D-58-86

## Controlled Substances and Alcohol

### Definitions

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<i>Controlled Substance</i>	<p>An illegal drug that can have a detrimental effect on a person's health and welfare.</p> <p>Marijuana (cannabis) in all forms is a Schedule I drug under the Federal Controlled Substances Act. While California has elected to permit its limited use under a state regulatory scheme, it may not be used in public, including the workplace and remains a federally prohibited substance.</p> <p>A Schedule I drug is a substance that "(1) has a high potential for abuse; (2) has no currently acceptable medical use in treatment in the United States; and (3) there is a lack of acceptable safety for use of the drug under medical supervision." 21 U.S.C. § 802(16). Schedule I(c) (10) lists marijuana as a hallucinogenic substance.</p>
<i>Employees</i>	<p>Includes civil servants, contractors, loaned employees, visitors, volunteers, and temporary and seasonal employees.</p>
<i>Workplace</i>	<p>Includes CDFA Headquarters and all satellite offices, properties and all premises where activities of the Department are conducted and DAA fairgrounds.</p>

### Responsibility

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<i>Supervisors, Managers and Chief Executive Officers (CEOs)</i>	<p>Shall ensure that each new employee is given a copy of this policy and provided sufficient direction and education to understand it.</p> <p>Shall be alert to indications or evidence of the use or presence of controlled substances or alcohol in the workplace.</p> <p>In the event an employee at their worksite during normal business hours appears to be intoxicated, or otherwise under the influence of a prescribed medication, illegal controlled substance, or alcohol, the supervisor:</p> <ul style="list-style-type: none"><li>• Shall ensure the safety of the affected employee and everyone at the worksite;</li><li>• Shall make a confidential and private assessment of the affected employee;</li><li>• Shall release the employee to the work site if determined not to be under the influence;</li></ul>
--	---

## *Controlled Substances and Alcohol*

- Shall provide safe transport home for the affected employee if determined to be under the influence of a prescribed medication, illegal controlled substance, or alcohol;
- Shall contact Human Resources immediately upon determining the affected employee is under the influence;
- Shall offer the Employee Assistance Program (EAP) to the affected employee upon their return to work.

### *Employees*

As a condition of employment, employees shall comply with all provisions of this policy.

If convicted of a violation of a criminal drug statute for activity occurring in the workplace, the employee shall report the conviction to their immediate supervisor within five (5) calendar days of the conviction.

### *Human Resources*

Assist with the immediate response of an employee at work who appears to be under the influence of a prescribed medication, illegal controlled substance, or alcohol.

Advise supervisors, managers, and CEOs regarding appropriate discipline for employees who have been determined to be under the influence at work.

## *Penalties*

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The unlawful cultivation, manufacture, distribution, possession, and/or use of controlled substances or alcohol are regulated by many federal, state and local laws. These laws impose legal sanctions for both misdemeanor and felony convictions. Criminal penalties for convictions can range from fines and probation to denial or revocation of federal benefits (such as student loans) to imprisonment and forfeiture of personal and real property.

Violation of these laws and this policy may result in disciplinary actions up to and including termination of employment.

Any employee found in possession of a controlled substance while carrying out official duties or on state property will be turned over to the appropriate authorities for prosecution.

## *Controlled Substances and Alcohol*

### *Getting Assistance*

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It is widely recognized that the misuse or abuse of drugs (controlled substances) and the abuse of alcohol are major contributors to serious health problems as well as to social and civic concerns. The health risks associated with the use of illicit drugs and the abuse of alcohol include various harmful physical and mental consequences including addiction, severe disability and death. Information concerning the known effects of alcohol and specific drugs is available through the EAP, which can provide drug and alcohol problem assessment and referral to appropriate counseling and rehabilitation services. The EAP is available to all State employees and is confidential. For further information, contact the EAP at (866) 327-4762, or the CDFA's EAP Coordinator at (916) 654-1005.

Employees who are concerned about substance use, abuse, and rehabilitation are strongly encouraged to contact their family physicians, health plan or the EAP for referral to appropriate resources.

### *Rehabilitation*

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Successful completion of an appropriate rehabilitation program (including participation in aftercare) may be considered as evidence of eligibility for continued or future employment or reinstatement. Employees should be aware that many health insurance plans provide coverage for substance abuse programs.

### *Distribution*

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Distribution of the above policy/procedure includes all employees.

If you have questions or need additional information, please contact the Legal Office at (916) 654-1393.

*To be signed by all employees annually:*

I have reviewed and acknowledge this policy:

---

Employee

---

Date

## Exhibit B: California Fair Services Authority Insurance Requirements

### INSURANCE REQUIREMENTS

#### I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus 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 be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, 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; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

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.

Your contract/cleanup sheet set prices and terms to be fulfilled.

Read them carefully and ask for clarification if needed.

Fair Management reserves final right to interpretation and levying of fees.

A utility fee may be charged for excessive use of utilities.

The Fair will cancel any event if the terms and payment requirements of the contract have not been met. Fair Management has the right to end and event if deemed necessary for purposes of the public safety or due to extensive destruction of property.



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

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

OR

B. 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

C. 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.

Your contract/cleanup sheet set prices and terms to be fulfilled.

Read them carefully and ask for clarification if needed.

Fair Management reserves final right to interpretation and levying of fees.

A utility fee may be charged for excessive use of utilities.

The Fair will cancel any event if the terms and payment requirements of the contract have not been met. Fair Management has the right to end and event if deemed necessary for purposes of the public safety or due to extensive destruction of property.

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 obligation 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

For hazardous participant events, 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. 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 at (916) 921-2213 for further information.

Your contract/cleanup sheet set prices and terms to be fulfilled.

Read them carefully and ask for clarification if needed.

Fair Management reserves final right to interpretation and levying of fees.

A utility fee may be charged for excessive use of utilities.

The Fair will cancel any event if the terms and payment requirements of the contract have not been met. Fair Management has the right to end an event if deemed necessary for purposes of the public safety or due to extensive destruction of property.



# 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):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	<b>ABC Insurance Company</b>
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**Must match name on contract**

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						EACH OCCURRENCE \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY <b>EACH</b> GENERAL AGGREGATE <b>OCCURRENCE</b> PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**Make sure dates Cover event**

**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.**

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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ACORD 25 (2010/05)

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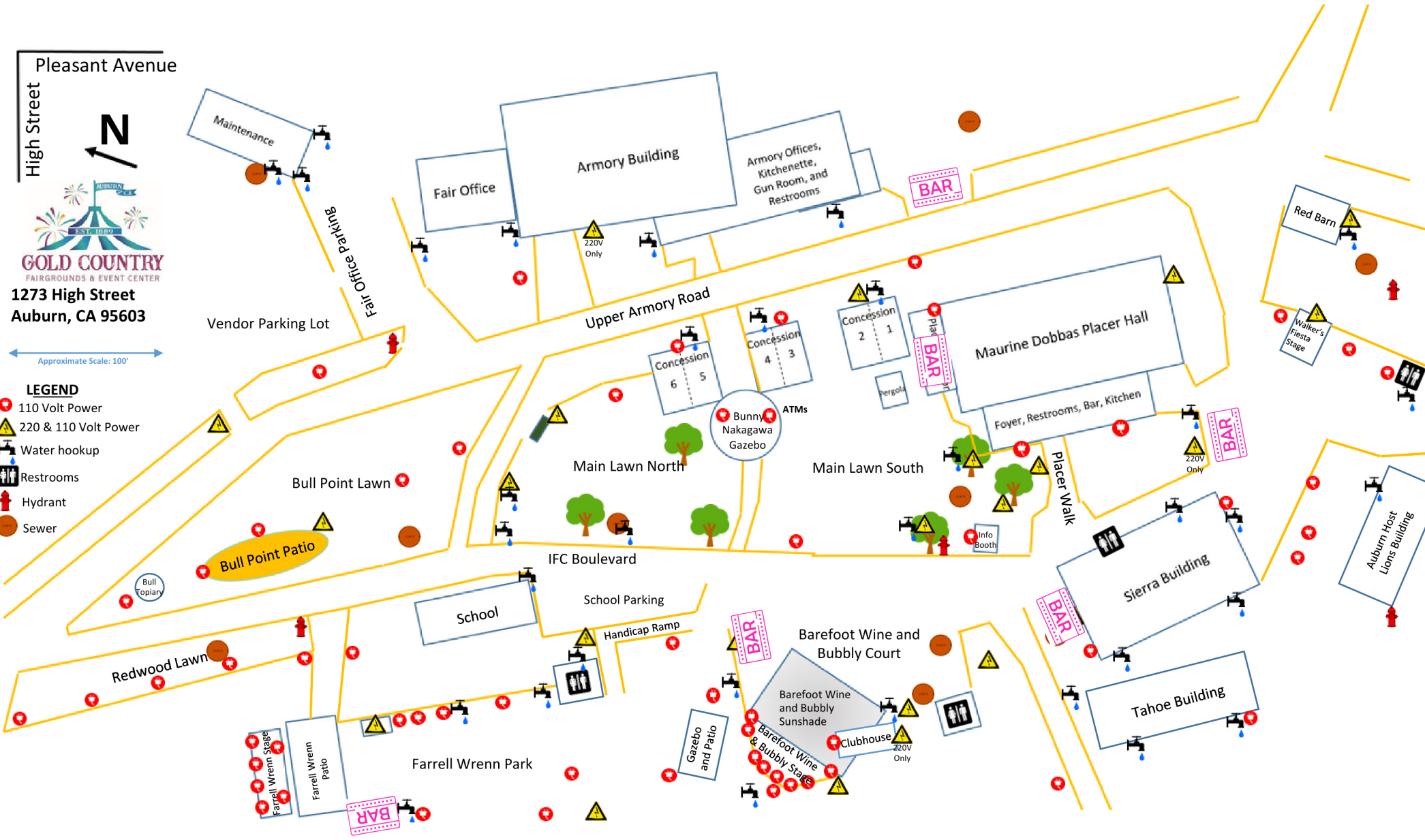
Pleasant Avenue  
High Street




**GOLD COUNTRY**  
FAIRGROUNDS & EVENT CENTER  
1273 High Street  
Auburn, CA 95603

Approximate Scale: 100'

- LEGEND**
-  110 Volt Power
  -  220 & 110 Volt Power
  -  Water hookup
  -  Restrooms
  -  Hydrant
  -  Sewer



## EXHIBIT F – GOLF CART POLICY

The 20<sup>th</sup> District Agricultural Association has adopted the following policy regarding golf cart usage on the Gold Country Fairgrounds during the annual Gold Country Fair.

All employees and/or volunteers must abide by Golf Cart/Utility Vehicle rules and regulations of the 20<sup>th</sup> District Agricultural Association. Before operating a golf cart or utility vehicle on the Gold Country Fairgrounds a signed form must be obtained for personnel records acknowledging the receipt and review of the Golf Cart/Utility Vehicle rules and regulations.

### Rules and Regulations

1. All employees operating any golf cart or utility vehicle must be approved by fair management.
2. The bottom portion this policy needs to be signed by each employee and copy sent to the Administration Office, prior to the employee driving a cart. Individual must review and adhere to all rules and regulations of small vehicle operation.
3. All occupants shall keep hands, arms, legs and feet within the confines of the golf cart and utility vehicle at all times when the cart is in motion.
4. Passengers are limited to those that fit within the manufacturer's installed seating area. Tilt beds and flat beds are not intended for passenger use.
5. Operators must reduce speed on walkways and in pedestrian areas. In crowded pedestrian areas, operators must park or proceed at a slow walking pace.
6. Golf carts shall be operated with the utmost courtesy, care and consideration for the safety of pedestrians.
7. Carts shall be operated at speeds no greater than all safety concerns demand but never exceed 15 mph.
8. Generally, the public is not allowed to be given rides, with the exception of handicap/disabled people or people needing assistance getting up a hill.
9. When the cart or utility vehicle is not in use, the operator will place the control lever in the "Neutral" position and always remove the key.
10. Cart operators are responsible for the security of ignition keys during the time that a cart is assigned to them. Any time a cart is unattended, the ignition shall be turned off, the key should be removed from the ignition, and the key must be in the possession of the authorized operator
11. Vehicles are to be returned each evening to the designated overnight parking area.
12. Carts shall not be parked:
  - a. in Fire Lanes
  - b. in DMV Disabled Parking spaces
  - c. in Reserved Parking spaces
  - d. within 10 feet of ANY doorway
  - e. in any manner that would impede the normal flow of pedestrian traffic
13. Accidents involving a cart shall be reported immediately to the supervisor of the department to which the cart is registered, who will in turn report it to the CEO, regardless of whether property damage or personal injury occurred.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

Approved: \_\_\_\_\_

Attachment 1



## Request For Proposal Package Gold Country Fairgrounds and Event Center

RFP Name:	Alcoholic Beverage Fair Concession Sales
RFP Term:	2024 - 2025

### Bidder's Information and Status Form

**Bidder's Information**

Bidder's Name: \_\_\_\_\_

EIN: \_\_\_\_\_

County: \_\_\_\_\_

Address: \_\_\_\_\_

*Street Address*

*Apartment/Unit #*

*City*

*State*

*ZIP Code*

Phone: \_\_\_\_\_ Email \_\_\_\_\_

**Status of Bidder proposing to do business (Please check one):**

Individual:

Non-Profit:

Small Business:

Corporation:

**Individual:**

Resident:

Non-Resident:

If a sole proprietorship, state the true name of sole proprietor. (i.e., John Roe Smith; not J. Roe Smith or not John R. Smith.)

**Non-Profit:**

501c(3):

501c(4):

501c(6):

Other:  \_\_\_\_\_

**Mission Statement:** \_\_\_\_\_

\_\_\_\_\_

**Corporation**

Place and Date of Corporation: \_\_\_\_\_  
If not a California Corporation in good standing, please state the date the Corporation was authorized to do business in California.

**Current Officers:**

President \_\_\_\_\_  
Vice President \_\_\_\_\_  
Secretary \_\_\_\_\_  
Treasurer \_\_\_\_\_

**Bidder Status:**

Are you subject to federal backup withholding?  
Yes:  No:

**Fictitious Name:**

If Bidder is doing business under a Fictitious Business Name and will be performing under the Fictitious Name, please attach a clearly legible copy of the current fictitious filing.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Pending Litigation Hearings:**

Are any Civil or Criminal Litigation or Administrative hearings currently pending against the Proposer's organization, owners, officers, or employees?  
Yes:  No:

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

We reserve the right to verify the information provided on this form by the bidder during the RFP process. By signing this form, you are authorizing the release of any and all information pertaining to yourself and business in which you participate or have participated, including information of a confidential or privileged nature in the possession of government of private agencies or individuals who furnish such information from liability for damages which may result from furnishing the information requested.

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



Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

PLEASE NOTE: If this status form is not completely filled out, signed and submitted with bidder's response to the RFP, the bid will be rejected as non-responsive. Any false or misleading information will cause the bid to be rejected as non-responsive.

Attachment 2



**Request For Proposal Package  
Gold Country Fairgrounds and Event Center**

RFP Name:	Alcoholic Beverage Fair Concession Sales
RFP Term:	2024 - 2025

**Gold Country Fair:**

- 1. On-Grounds Alcoholic Beverage Fair Concession Sales - Fair time:** The Corporation's minimum guarantee is fifty-five percent (55%) of gross alcohol product sales for all designated locations. Licensee's guarantee is forty-five percent (45%) of gross alcohol product sales. *(Revised 6.10.24)*

**Approximate Attendance Reference**

	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Approximate Annual Gold Country Fair Attendance</b>	30,730	13,807	27,614
<b>Alcohol Sales</b>	Not Reported	Not Reported	\$69,060 (net sales)

\*\*2022 numbers influenced by a combination of the Mosquito Fire and inclement weather.

**Please fill out and submit the following:**

<b>Proposed Concession Fees Offered</b>	<b>Minimum Guarantee</b>	<b>Proposed for 2024</b>	<b>Proposed for 2025</b>
<b>Gold Country Fair Alcoholic Beverage Fair Concession Sales:</b>	55%		

\_\_\_\_\_  
Bidder Authorized Representative (Print)

\_\_\_\_\_  
Authorized Representative Title

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

Attachment 3



**Request For Proposal Package  
Gold Country Fairgrounds and Event Center**

This Affidavit is submitted for the following RFP:

RFP Name:	Alcoholic Beverage Fair Concession Sales
RFP Term:	2024 - 2025

**BIDDER AFFIDAVIT**

The information contained in the Proposal to the Gold Country Fairgrounds and Event Center, submitted herewith, is for the purpose of a proposed agreement with the Gold Country Fairgrounds and Event Center. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this Proposal, including all supplementary statements attached hereto. The undersigned further attests that the proposing entity is not in receivership or contemplating the same and has not filed for bankruptcy. The undersigned hereby authorizes the Gold Country Fairgrounds and Event Center, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

\_\_\_\_\_  
Company / Bidder Name

\_\_\_\_\_  
By Authorized Person (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachment 4



**Request For Proposal Package  
Gold Country Fairgrounds and Event Center**

**SCORE CARD**

- 25% - Experience & Ability to Perform
- 5% - Current Operations / Management
- 5% - Community Contributions
- 5% - Social Media Presence / Ability to Market
- 5% - Local Residence Preference
- 55% - Financial Offer

**SCORING**

**POINTS**

- (1) Experience & Ability to Perform..... 25 pts.**
  - A. Documentation demonstrating that the Bidder possesses the financial fortitude required to fulfill the cash flow and financial burden of this agreement. Include the following:
    - a. Bank statements, bank letters and/or company financial statements demonstrating the ability to provide sufficient capital for an operation of this magnitude.
    - b. List of credit references with consent to the Corporation for release of any information in connection therewith. (i.e., Vendors, other fairs, etc.)
  - B. A list of clients, description of services provided and duration of service that demonstrates your ability to manage large-scale events, including staffing and cash management. Include contact information (name, address, phone number, and email address) for all clients listed. Acceptable references/documents include clients, suppliers, industry peers, etc.
  - C. Bidder must have experience providing alcoholic beverage service for a multi-day event or function in the last three years.
  - D. Any other information Bidder would like to offer for consideration by the Evaluation Committee.
  
- (2) Current Operations/Management.....5 pts.**
  - A. Operational strategy.
  - B. Alcoholic beverage training requirements.
  - C. Procedures and practices in place supporting public health and safety.
  
- (3) Community Contributions.....5 pts.**
  - A. Summary of community contributions (i.e. financial donations, volunteer time, and in-kind donations).
  
- (4) Social Media Presence / Ability to Market.....5 pts.**
  - A. Ability to provide appropriate links and/or descriptions of ways social media is utilized to improve marketing and social reach.

**(5) Local Residence Preference**

..... **5 pts.**

- A. A business, individual or non-profit will be eligible for local residence preference if it has a principal business office or a satellite office with at least one full-time employee within Placer County and a valid business license if required by the city or cities in which the business operates.

**Items 1-5, will be scored prior to opening financials. Financials must be in a sealed envelope.**

**(6) Financial Offer**

..... **55 pts.**

- A. Points will be determined based on percentage offered to the Corporation.

**Total possible points.....100 pts.**

The information contained in the Proposal to the Gold Country Fairgrounds and Event Center, submitted herewith, is for the purpose of a proposed agreement with the Gold Country Fairgrounds and Event Center. The undersigned hereby attests to the truth and accuracy of all statements, answers and representations made in this Proposal, including all supplementary statements attached hereto. The undersigned further attests that the proposing entity is not in receivership or contemplating the same and has not filed for bankruptcy. The undersigned hereby authorizes the Gold Country Fairgrounds and Event Center, or its agents, to contact any appropriate third parties to verify the accuracy of the information provided herein. The undersigned affirms that he/she is a duly authorized representative of the proposing entity.

---

Company / Bidder Name

---

By Authorized Person (Print)

---

Signature

---

Title

---

Date



Attachment 5



**Request For Proposal Package  
Gold Country Fairgrounds and Event Center**

**SCHEDULE**

RFP Released	May 31, 2024
Deadline to request RFP clarification	June 17, 2024
Proposals due at Fair's Administration Office	June 24, 2024
Technical & Financial Proposal Opened & Scored	June 25, 2024
Interview, if deemed necessary	June 25, 2024
"Notice of Intent to Award" Posted & Mailed	June 28, 2024
Close of Protest Period	July 3, 2024
Contract Awarded at Board of Directors Meeting	July 25, 2024
Proposed Contract Commences	August 1, 2024