



**49th DISTRICT AGRICULTURAL ASSOCIATION
MOTORIZED GO KART & FLAT TRACK RACING and CONCESSIONS**

RFP NUMBER 2022-01

**Request for Proposals
High Score**

Contact Person: Sheli Wright, CEO

Telephone No: 707-263-6181

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

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

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

Date Issued: June 22, 2022

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RFP 2022-01

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**PART I
DEFINITIONS**

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

PART 2 GENERAL INFORMATION

A. SCOPE OF WORK

The Board of Directors of the 49th District Agricultural Association (DAA), in releasing this RFP intends to award an operations agreement for a period of 3 (three) years (2023, 2024, 2025) under which the potential contractor will promote and operate motorized go kart and flat track motorcycle race racing events at the Lakeport Speedway, located on the Lake County Fairgrounds. In addition, the potential contractor will operate food and beverage sales.

Promoter will be responsible for a minimum of ten (10) Go Kart Race dates and six (6) Flat Track Motorcycle race events each year, during annual racing seasons beginning November 1 through March 31 (5 months). Auto racing, demolition derbies, monster truck, rock crawling events, firework shows, concerts, four-wheeler (Quad) events and any other activity except go kart and motorcycle flat track racing fall outside the scope of this RFP.

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

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

B. FAIR DESCRIPTION

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

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

C. GOALS FOR MOTORIZED RACING

The primary goal for the go kart and motorcycle flat track winter racing program is to increase revenues for both the contractor and the DAA, while maintaining or improving upon the quality of grounds, the race program and relationships with the community and racers. It is our desire to maximize the grounds to its fullest capability for the benefit of the DAA and the enjoyment of the public.

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 these facilities and the DAA will work with the successful proposer to identify and share in the support of improvements.

Lastly, the DAA desires to support the motorized racing industry and is looking for a contractor who understands the full cycle of racing and its history among American families and the community.

D. BIDDER RESPONSIBILITY

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

E. DELIVERY OF PROPOSALS

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

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

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

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

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

Proposal Deadline: Friday, July 22, 2022, 5:00 PM

F. CONTRACT AWARD

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

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

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

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

G. SCHEDULE

RFP Released	June 22, 2022
Deadline to request RFP clarification	June 29, 2022, 12:00 PM
Proposals due at Fair’s Administration Office	July 22, 2022, 1:00 PM PST
Technical Proposal Opened & Scored	July 23, 2022
Interview, if deemed necessary (At the panels discretion, interviews may be made via Zoom; may be recorded)	July 23, 2022, 2:00-4:00 PM PST
Financial Bid Proposal Opened (Public, Fair Office)	July 23, 2022, 1:00 PM
“Notice of Proposed Award” Posted & Mailed	July 25, 2022
Close of Protest Period	July 29, 2022
Contract Awarded at Board of Directors Meeting	August 22, 2022 (proposed)
Proposed Contract Commences	November 1, 2022

H. SMALL BUSINESS PREFERENCE

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

A business must be formally certified by DGS to be considered for the small business or microbusiness preference. If not currently certified, a bidder may claim the preference if the bidder submits a complete application for certification with its submittal to DGS by 5:00 p.m. on the bid due date, with a copy of the completed application and proof of its transmission to the DAA with its final submittal. Thereafter, the bidder will need to submit the certification to the DAA no later than July 22, 2022, 1:00 PM PST.

A non-small business may receive a preference of 5% if the business commits to subcontract at least 25% of its net bid price with one or more small businesses or microbusinesses. The preference to a non-small business bidder that commits to small business or microbusiness subcontractor participation of 25% of its bid price shall be 5% of the highest responsive, responsible bidder's total score. A non-small business, which qualifies for this preference, may not take an award away from a certified small business.

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

For further information regarding Small Business Certification, visit:

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

PART 3

RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. Errors

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

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

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

2. Addenda

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

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

3. Definitions

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

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

4. Grounds for Rejection of the Proposal

A proposal **shall** be rejected if:

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

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

A proposal **SHALL** be rejected if:

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

5. Right to Reject Any or All Proposals

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

6. Protests

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

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

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

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

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

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

B. OTHER INFORMATION

1. Disposition of Proposals

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

2. Confidentiality of Proposals

The DAA will hold the contents of all proposals in confidence until issuance of the “Notice of the Proposed Award”. Once issued and posted, no proposal will be treated as confidential.

3. Modification or Withdrawal of Proposals

Any proposal, which is received by the DAA before the time and date set for receipt of proposals, may be withdrawn or modified by written request of the bidder. However, in order to be considered, the modified proposals **must** be received by the time and date set for receipt of proposals in Part 2.

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

PART 4
EVALUATION, SELECTION, AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the DAA's needs as described in this RFP. This part describes the process the DAA will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used.

A. EVALUATION AND SECTION PROCESS

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

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

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

This is not a public review.

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

PART 5
FORMAT AND CONTENT REQUIREMENTS

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

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

TECHNICAL PROPOSAL

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

COVER LETTER

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

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

SECTION I

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

SECTION II

- A. QUALITY OF PROGRAM** – Description of proposed racing events, including but not limited to: number and type of events, size of purses, divisions offered, special promotions, classes that benefit new racers (both adult and children), sanctioning bodies, environmental impact mitigation measures, community involvement, advertising campaigns, tools and equipment for racing event use, any other material component of the racing program.

Safety features of the racing program, including policies and procedures.

Description of marketing approach to cohesive track promotion, minimizing racer/track relationship issues and regional attainment of entrants.

- B. EXPERIENCE** – Attach a complete biography for each representative of bidder who will be involved with this operation.

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

Operation Personnel: This would include experience in motorized racing of those people that would be placed into areas of responsibility including but not limited to: race officials, safety supervisor, flagmen, track stewards, concession operations, advertising/promotional manager, etc.

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

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

SECTION III

- a. **FINANCIAL RESPONSIBILITY** - A successful **credit and background evaluation of the bidder(s) and promoter/manager** (if bidder and promoter or are not the same entity) financial status.
- b. Ability to secure performance bond or pay minimum guarantee in advance of each season (**letter from bank**); ability to secure insurance (**letter from insurance agency**); **no outstanding financial or reparation obligations owed under previous or current contracts**.
- c. The **Expenditure Budget for two racing seasons** includes no less than ten (10) Go Kart Race dates and six (6) Flat Track Motorcycle race events each year, and also accounts for the following: Advertising; concession equipment, supplies and goods for sale; emergency services; insurance; compensation and benefits for officials and personnel;

purses/prize money/awards; rental fees; security; sound; track preparation; equipment and supplies; taxes; services.

- d. A statement prepared by a **Certified Public Accountant** which affirms the bidders' ability to finance a motorized event program minimum of two years (2) years based on the above budget and under unexpected event restrictions.
- e. **A true statement** that Bidder has no outstanding financial obligations owed under previous or current contracts.
- f. **A letter from your bank** indicating that proposer can pay the first years minimum based on your proposed budget.

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

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

Financial Factors

Current DAA grounds rental fees for previous contract base areas used are: \$2950 per Go Kart event (track, pavilion, Jr. Building, Camp Area) \$900 Motorcycle Flat Track event, \$1475 prior day practice.

- 1. The DAA will charge at a **minimum an annual guarantee** of \$20,000 (Twenty Thousand Dollars) for year 2022-2023, \$22,000 (Twenty-Two Thousand Dollars) for year 2023-2024, and \$24,000 (Twenty-Four Thousand Dollars) for year 2024-2025, consisting of a minimum of ten (10) Go Kart Race dates and six (6) Flat Track Motorcycle race events per year. Extension years, if granted will increase at a similar rate.

Against

Minimum guarantee as stated above or

- a) 15% of all class/practice entries fees, membership fees, crew/spectator entry admission, concession and any product or sales per race; and
- b) Mandatory \$5.00 per vehicle fee entering the grounds and \$30.00 per vehicle overnight stay for RV or other vehicle (if paying the overnight stay for a vehicle, \$5 vehicle entry is waived for said vehicle); and
- c) 15% of all sales verified by cash register "Z" tapes or Square (with register, no handheld or phone sales use allowed). All voids documented as to why.

WHICHEVER IS GREATER.

SECTION V

A. VERIFICATIONS

- a. **Verification by an insurance company**, licensed to do business in California, of the bidder’s ability to obtain adequate Public Liability and Property Damage insurance in the amount of \$3,000,000 CSL, naming the State of California, the 49th District Agricultural Association, their agents, officers, servants and employees as additionally insured.
- b. Verification by inclusion of a notarized letter from a **bonding entity** that the bidder has the ability to be bonded for performance if awarded the contract. The value of the bond shall be, at a minimum, of equal or greater value to the minimum guarantee of the bidder’s financial bid for a period of one year.

***Should the bidder choose to pay the minimum guarantee in advance of the race season, the two-year proposed budget shall reflect that election.**

SECTION VI (If applicable)

Small Business Preference Documentation:

- a. One (1) copy of the small business certification letter, if bidder is claiming the Small Business Preference and has already received certification;
- b. Or, if application for the preference has been submitted to DGS a copy of the application and proof of transmission to DGS including the date and time submitted.
- c. Or, if claiming the preference as a non-small business subcontracting with certified small business, a sheet of paper listing the small businesses you commit to subcontract with for a commercially useful function in the performance of the contract.

The list of sub-contractors shall include the subcontractors’:

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

Also include a copy of the sub-contractor’s certification or a copy of its application and proof of transmission to DGS, including the date and time submitted.

**PART 6
SCORING CRITERIA AND ITEMS SCORED**

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

MINIMUM QUALIFICATIONS If Minimum Qualifications are not met, bidder will be disqualified	Yes	No
Received by deadline One sealed package containing 3 (three) copies of the technical proposal and labeled with the bidder's name, promoter(s) name, the RFP number, and "Technical Proposal"		
Technical proposal cover letter Table of contents Completed and Signed Contractor Status Form		
TECHNICAL PROPOSAL - SECTION II: Description of Program -Special Individual/Entity Attributes Experience - Biographies - Three (3) letters of recommendation Financial Responsibility - Proposed budget - Statement regarding DAA previous/current contracts - Certified Public Accountant Letter - Authorization to Check Credit Form - Bank Letter		
TECHNICAL PROPOSAL - SECTION III: Verifications - Insurance - Performance Bond or Pre-paid Minimum in Budget		
One sealed package labeled "Financial Proposal Bid Form" (Opened in public) *Must be no less than minimum under Financial Factors page 14		

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

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

Financial Proposal Form

Contractor Status Form

Authorization to Check Credit.

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

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

Money offers will be accepted based on the contractor paying the minimum or rental plus percentage of the gross receipts from the operation of the Motorized Event: i.e., race entry, admissions (crew/spectator), membership, practice fees, concessions, sales and vehicle fees. The total sum to be paid to the DAA per year shall not be less than a stated guarantee (**guarantee shall not be less than \$20,000 per year**).

FORMULA:

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

- 1) The race entries at \$1200 per weekend or \$12,000 for the minimum 10 race season.
- 2) The amount of \$200 per race after sales tax will be used to calculate all percentage values for bids on food or \$2000 for the race season.
- 3) The amount of \$500 per weekend for all vehicle entry and overnight stay for a total of \$5000 per race season.
- 4) The admissions for spectators/crew at \$1000 per weekend for a total of \$10,000 per race season.
- 5) The amount of \$5000 for 150 membership sales for the season.

Bidder with the highest total offer will receive 30 points; all other bidders will receive a proportionate number of points.

Example(s):

Proposer 1 bids – \$24,000 minimum guarantee per year for a 10-race season per year against;

- 1) \$1100 per weekend or 15% of all entries, whichever is greater (\$11,000 minimum)*
- 2) \$525 per weekend or 15% of all gate admissions for spectators or crew, whichever is greater (\$5,250 minimum)*
- 3) \$200 per weekend or 15% of food sales (\$2,000 minimum)*
- 4) Vehicle entry fee and overnight stay \$500 per weekend (\$5000 minimum).*
- 5) \$75 per weekend of all membership sales, or 15% (\$750 minimum).*

Proposal 1 = \$24,000 guarantee x 3 years = \$72,000 vs. (\$2400 x 10) \$24,000 x 3 years = \$72,000. Points will be awarded on the value of \$72,000/3years = \$24,000

Proposer 2 bids – \$20,000 minimum guarantee for a 10-race season for 2022-2023, \$22,000 minimum guarantee for a 10-race season for 2023-2024, \$24,000 minimum guarantee for a 10-race season for 2024-2025, against:

- 1) \$700 per weekend or 15% of all entries, whichever is greater (\$7,000 minimum)*

- 2) \$525 per weekend or 15% of all gate admissions for spectators or crew, whichever is greater (\$5,250 minimum)
- 3) \$200 per weekend or 15% of all sales (\$2,000 minimum)
- 4) Vehicle entry fee and overnight stay \$500 per weekend (\$5000 minimum).
- 5) \$75 per weekend of all membership sales, or 15% (\$750 minimum).

Proposal 2 = \$66,000 guarantee 2022-23, \$20,000+ 2023-24, \$22,000+2024-25, \$24,000=\$66,000) vs. maximum (\$2400. x 10 races) \$24,000. Points will be awarded on the value of \$66,000/3 years = \$22,000

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

High proposal, Proposal 1, receives full 30 points

Proposal 2, receives 21.78 points

Calculated as follows: Proposal 1 (\$72,000)

(divided by 3 years) High proposal \$24,000 avg. per year = 100% = 30 points

Proposal 2 (\$66,000)

(divided by 3 years) proposal 2 \$22,000 / \$24,000 = 92 %
30 points possible x .92 = 27.60 points

BIDDER _____

FINANCIAL PROPOSAL:

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

- a) A minimum Guarantee of \$_____ for the proposed ___ # of Go Kart and ___ # of Flat Track events for the 2022-2023 racing season against a minimum of 15 % of all entries, admissions, sales, and membership.
- b) A minimum Guarantee of \$_____ for the proposed ___ # of Go Kart and ___ # of Flat Track events for the 2023-2024 racing season against a minimum of 15 % of all entries, admissions, sales, and membership.
- c) A minimum Guarantee of \$_____ for the proposed ___ # of Go Kart and ___ # of Flat Track events for the 2024-2025 racing season against a minimum of 15 % of all entries, admissions, sales, and membership.
- d) Plus \$5.00 per vehicle, \$30 per overnight vehicle/RV per event.

1. Other(describe) _____

 _____ Value \$ _____

Item #1, "other", allows the proposer to describe any other financial attributes of their proposal they may wish to include. This could be, but is not limited to, capital improvements, sponsorship incomes, attendance bonuses, special attractions or revenues, annual event support, improvements, etc. For the purpose of calculations and awarding points, the scoring committee will only include those items that they assessed at a direct dollar amount. The committee will not provide points towards items that are subjective, not tangible, or do not benefit the DAA.

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

 NAME TELEPHONE NUMBER

 ADDRESS CITY/ZIP CODE

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

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

 SIGNATURE TITLE DATE

49th DISTRICT AGRICULTURAL ASSOCIATION
RFP 2022-01

CONTRACTOR STATUS FORM

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

Name _____ and Name _____

Promoter Name, if not same as above _____

Title _____

Signature of Official(s) _____

Address _____

City/State _____ Zip Code _____

(check appropriate item)

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

Small Business Preference selected Yes No

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

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

49th DISTRICT AGRICULTURAL ASSOCIATION
RFP 2022-01

AUTHORIZATION TO OBTAIN CREDIT CHECK

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

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

Signature (in ink)

Date

Social Security # or TIN _____

DOB: _____

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

Address(es) held for the last seven years

This credit check release applies to:

- CONTRACTOR
- PROMOTER
- MANAGER
- Other _____

**49th DISTRICT AGRICULTURAL ASSOCIATION
MOTORIZED GO KART AND FLAT TRACK OPERATION
ATTACHMENT A**

Agreement No. RA22/___LT

TERMS AND CONDITIONS

1. Term

The term of this Agreement is a three-year period, beginning November 1, 2022, and ending March 31, 2025, unless sooner terminated as provided for in this Agreement. Two additional years, or extensions to this contract, may be negotiated by the District Contract Manager by the end of March for each subsequent extension year. Extension(s) may be granted in one year or a two-year term at the best interest of the District.

2. Uses

The premises shall be used for the purpose of conducting Go Kart and Flat Track Motorcycle Races and for no other purpose without the prior written consent of the District. Demolition derbies, monster truck and rock crawling events, firework shows, concerts, auto events and any other activity fall outside the scope of this agreement and require prior written consent.

The District reserves the right to use the premises any time a racing event is not being conducted for any purpose whatsoever. Contractor may need to bring ground back to pretrack status and rebuild track with two weeks' notice from District.

3. Premises

The premises to be utilized by Contractor for its racing operations consist of portable bleachers, pit area, pavilion, Legend area, Junior building, back camp area (not arena), upper pavilion bathrooms and track brick bathrooms. (Other area(s) may be negotiated with a standard rental contract). **No fair equipment, panels, water truck, tractor(s) or storage are included with this agreement.**

Any facilities or improvements constructed, installed, or added by Contractor during the term of this Agreement, must meet the standards outlined by the District. Any facility improvement constructed, installed, or added must be approved by the District in writing in advance, and shall be made available for use by the District. (All attached improvements become property of the District).

All improvements on the premises at the expiration of the term or sooner termination of this Agreement shall, without compensation to Contractor, then become the District's property free and clear of all claims to or against them by Contractor or any third person and Contractor shall defend and indemnify the District against all liability and loss arising from such claims or from District's exercise of the rights conferred by this paragraph.

4. Dates and Hours of Operation

A written race schedule will be mutually agreed in writing by September 1st of each year of the agreement (October during the first contract year). Any changes to the schedule must be agreed to in writing. The schedule must include not less than ten (10) Go Kart Race Days and six (6) Flat Track Motorcycle Days. Race dates commence on November 1st of each year and end March 31st of each year. Ending grounds time is midnight with racing concluding at 10:00 PM.

Play days or practice days may be scheduled separately. Play days are not included in the required race days. Any "Play Day" or "Tune" activity shall be open to participants only. The District shall negotiate rental for said use by utilizing standard building/grounds rental rates and considering utilities and area(s) utilized. (i.e., Pavilion currently rents at \$650 per day, etc.)

5. Limitations on Use

Contractor will not conduct or permit to be conducted on the premises any business or act, which is or may be contrary to, or in violation of, any federal, State, or local statute, law, regulation, or ordinance.

6. Audit

The District reserves the right to audit the financial records of Contractor by giving a 14-day notice. Contractor shall make all financial records available for inspection, or audit by delivery to the fair office, within the fourteen days following any request by District. Contractor shall maintain all financial records for at least five (5) years after the final payment under this Agreement.

7. Use Fees

Contractor shall guarantee the following for use of premises as described in this Agreement:

- Produce a minimum of ten (10) Go Kart Race Days and six (6) Flat Track Race Day events scheduled on separate days, annually, as well as work with the CEO on other types of special events.
- Minimum guarantee of \$_____ per 2022-2023 race season.
- Minimum guarantee of \$_____ per 2023-2024 race season.
- Minimum guarantee of \$_____ per 2024-2025 race season.

*Extension(s) shall be negotiated by January of the extension race season year and at no less than the 2025 guarantee.

The District will be authorized up to ten (10) attendance vouchers per event to be used at their discretion for special sales or marketing for the Lake County Fair. Fair District Members and/or staff may enter all aspects of facility at any time during Contractor use in order to monitor contract and confirm policy, safety, and fire marshal provisions are followed.

Contractor will keep copies of all sales records, including but not limited to, entries, membership, concessions, and all other income of race purpose sales for each event.

Contractor will present a copy of said sales records and reports along with attached “Z” cash register tapes, or square report (no phone square use allowed), with explanations on voids, pertaining to these sales and the nightly ticket audit manifest showing actual number in attendance for all gates, (crew, entry, public, etc.) together with monies due, by the first Wednesday following each event.

Beer/wine/alcohol/tobacco or other smoking are not allowed during said events as children in motorized vehicles are present. Contractor and their staff shall monitor this requirement and refrain from use during events.

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

Contractor will provide written report of prices to be charged prior to sales.

Any changes must be notified in writing prior to sales.

All food and drink items must be served in paper or plastic containers.

It is mutually agreed that in the right to let, lease or control on site sales is vested wholly and solely with the District. The letting of such rights remains the exclusive prerogative of the District and no rights are implied or conferred upon the Contractor except to be provided under the terms of the Agreement and hereinafter mentioned. Therefore, the District hereby grants to the Contractor and to no other, the right to operate said events for direct concessions for sale of food, candy and soft drinks (Human Consumption). No sales or transfer of products sold off the grounds will occur without appropriate reporting and payment to the District and all parties must have a sales use permit. The Contractor accordingly agrees that he/she will at no time enter in an agreement of sublet, or sublease written or oral which in any way diminishes the intent of this article, namely that the Contractor shall be the only operator and that any other arrangement(s), or subcontracting, shall be at the discretion of the District Contract Manager.

Contractor is required to obtain sequentially numbered admission tickets for paid or complimentary admissions at any gate, from a bonded ticket distributing or printing firm. This includes all season credentials, parking or other admissions.

Contractor will provide ticket manifest and samples of all tickets covered by the manifest prior to opening gate (s). Contractor may be required to provide all ticket stubs collected on granting admission (both complementary and paid). Contractor will provide ongoing season totals with each event manifest on the Wednesday following each event at the fair office (electronic submissions are not acceptable).

Contractor understands that food concession rights are granted only for the purpose of the seasons covered under the term of this agreement and that Contractor must have the proper permits (Public Health and Sales Permits, etc.) Contractor takes all responsibility for permit alliance and retaining sales permit information. Fair time and other events are specifically excluded.

Concessionaires are not permitted to work from an open cash drawer, money apron or cash box. Each item sold must be entered into a cash register or standing Square register (no phone registers) including but not limited to cash and credit/debit sales.

Contractor may have access to various District equipment for operation of concessions, including ice makers, stoves and ovens, sinks, refrigerators, and walk-in boxes, etc. Contractor is not required to use District owned equipment. Should Contractor choose to use District owned equipment, it is available "as is". Contractor responsible for maintenance, upkeep and, if necessary, replacement of District equipment used by Contractor. Equipment is deemed in good repair at commencement and a walk through of facility is required before and after each race season. Contractor shall also provide propane reimbursement (for season use), ancillary system repair and maintenance, hood cleaning and certification and reimbursement for require fire extinguisher(s) maintained certification for any buildings used. This requirement is usually due once per season.

Contractor agrees to provide all equipment necessary for successful operation of concessions.

Contractor will provide a full **event manifest** report with payment to the District by the first Wednesday following each event. The report shall include:

- a) Race Entry Report, by class, with date, numbers, prices. Admission of public and crew and denominations of all tickets sold, complimentary passes, people, and RV/vehicle report (beginning and ending ticket from roll). Any food concessions Z tapes or square report.
- b) All failed noise test results.
- c) Payment reconciliation report with detail of percentage due and trial balance including minimum guarantee. **(The report shall include an ongoing season accounting total for each category with an on-going total if minimum guarantee is paid in full at the beginning of the season)**
- d) Payment in full for event days (if Bond and Deposit is paid prior to season).

Contractor agrees and understands that the requirements under the 2022-01 Request for Proposal are hereby included under the provisions of this agreement.

8. Grounds and Maintenance Operations

The facility space available for purposes of conducting racing events (on race days only) are shown as Pavilion, Legend area, camp area (not arena space) Brick track bathrooms, Upper Pavilion bathrooms, Junior building, Go kart tower office (Pavilion). (Parking is nonexclusive use as may be "shared space").

All weekly preparation and securing of facilities for the purpose of racing must be done in an expeditious fashion. Contractor shall work with fair management on a schedule for grounds preparation work, preferably during regular business hours. Conservation of utilities and water is strongly urged, and usage fees apply. The securing of the facility quickly after each event must take into consideration the use by other vendors, the cost to the District and the impact on neighboring residents. Contractor shall be responsible for extinguishing all Pavilion, grandstand, parking and track lights within one hour after the conclusion of each scheduled night racing program. Night use for preparation work will incur utility fees. Contractor will

ensure ground prep is returned to normal after the season and will repair any damage to facility to the expectations of the DAA. On rare occasions, the Pavilion may need to be prepared for another use and Contractor agrees to provide this service if the need arises. Contractor will use their own equipment and barriers for track prep, no District equipment or supplies may be used. (No arena panel or fair equipment may be used).

Contractor will have its own combination to gates utilized and will not give gate combinations to others. If Contractor allows others to enter when Contractor is not on the grounds, arraignments shall be made with District Maintenance staff during regular staff hours for gate entrance.

Contractor understands that the District needs to rent space to others in order to ensure facility revenue; Contractor will strive for minimal impact on other events taking place on the fairgrounds and Contractor agrees that in order to promote revenue, the District may schedule multiple events during similar time frames. Thus, the District shall maintain the right to schedule any event at any time which the District deems, at its discretion.

Contractor is required to treat other vendors, patrons and staff with the utmost regard. The District reserves the right to change the ingress and egress of Contractor and racing patrons due to other events taking place on the fairgrounds. Contractor will provide mobile signage for directional use.

The Contractor agrees to provide the proposed annual racing schedule for approval by District Contract Manager before September of the racing year. Schedule shall be in writing and approval from the District Contract Manager shall be in writing. Any schedule changes will require written approval from the District Contract Manager, as it is the best interest of the District to rent space when the schedule allows.

The proposed schedule will be reviewed for any possible conflicts with major fairground events or annual community events and negotiated or approved within 10 working days of submittal.

Whereas the use of the premises and facilities licensed under the terms and conditions of this agreement, is limited to the specific times and days of scheduled racing program. Other events and activities which may from time to time be scheduled or licensed by the District, during these events all of the licensed premises and facilities shall be given up to the exclusive use and possession of the District.

The Contractor may, from time-to-time, be invited to propose a program of motorsports at the District annual fair or other events. However, nothing herein contained, prohibits, or restricts the District from contracting for these, or other services provided by the Contractor, with any other contractor of the Districts choice during the annual fair, or at any other time.

Contractor will be required to provide all tools, equipment, personnel and supplies necessary to operate and maintain racetrack facilities and for operation of the racing program. Contractor will be responsible to advertise, schedule and promote a professional program. Contractor will provide, at its expense, **all necessary staff, offices, concessions, supplies, grounds care, cleaning, trash removal, first aid and security personnel for the safe and efficient operation of the racing program.**

9. Care

Contractor agrees to use reasonable care in its use and occupancy of the premises and, at all times during the term, to keep and maintain the premises in a good, clean and safe condition and to prevent waste upon or damage to the premises. Contractor will maintain the grounds, equipment, inventories, and other tangible property in a well maintained, neat, orderly and careful manner at all times. Contractor will secure facility after each use.

10. Storage

There is no guarantee of storage for this contract. Space is restricted to those items used in general operation of the race program during events. Storage of personal items is prohibited. Any equipment on the premises may be asked to be removed during days where an event is not occurring. Limited storage space is available. Contractor can inquire about rental storage availability. The District may reclaim the use of any provided areas as needed during the period of the contract and for the production of other events. If contractor chooses to utilize agreed upon areas during days other than event days, usage fees may apply; Contractor must provide required proof of insurance to District for said storage and agrees to keep said insurance's in place at all times during term.

11. Utilities

The Contractor will reimburse the District for utility costs at a rate of \$300.00 per race day, or \$75.00 per hour with a four-hour minimum. \$200.00 per day minimum for non-racing events (which includes but not limited to practice, and prep work when lighting and other utilities are used, or \$75.00 per hour. Utilities do not include propane, ancillary or extinguisher maintenance or hood cleaning and Contractor will be billed accordingly, which is usually one time per season.

12. Signage

Both parties shall have the discretion to place signage at their own expense. Signs installed by Contractor must be approved by District management in writing. District reserves the right to have Contractor remove signage pertaining to race program for other events. All signs must be professional in appearance and posted in a manner deemed appropriate by the District. All Contractor signs must be removed within 24 hours after the last race of each season.

13. Safety Conditions

It is the responsibility of the Contractor to ensure that facility and grounds condition meet all safety and insurance requirements, as well as any applicable codes and regulations or racing, State or association rules. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, State Fire Marshal and requests by the California Fair Services Authority, must be strictly observed.

14. National Labor Relations

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

15. Track

Contractor shall provide and maintain track & track wall as needed. Contractor shall make repairs to the wall, supports, building and facility immediately upon damage, and in no case, shall a race be allowed to resume if any hazard to any patron exists due to any safety issue.

16. Preparation of events

Contractor shall assume all expense for the preparation and maintenance of track, grandstands used, bathrooms, buildings, equipment, gates, and parking areas for the races

and to erect safeguards to protect persons and District property for all races.

17. Maintenance/cleaning

Contractor will provide all tools, labor and equipment necessary for the satisfactory cleaning and maintenance of the areas used including, but not limited to, buildings, kitchens, restrooms, litter removal, concessions, seating, and access to any other areas utilized in the production of the race events and subsequent facility clean up.

Contractor shall use standard guidance for cleaning from Department of Public Health and Centers for Disease Control (<https://www.cdc.gov/>) within 24 hours after each race. Contractor understands that the building may be rented the day after used and will quickly ensure the facility is clean and ready for other vendor use.

*Junior building floor will need through cleaning after each event due to trafficking of mud and debris and other vendor use.

Contractor shall be responsible for replacing or repairing damage to property within 72 hours after each race to the satisfaction of the District.

18. Refuse Removal

Contractor Shall supply all tools, labor and equipment necessary for the satisfactory removal of all refuse and waste materials created by the race operations and events in all areas within 48 hours of each event.

Failure to clean premises and surrounding property to the satisfaction of the District within 24 hours of each event, and to remove stored refuse within 48 hours following each event, may cause the following actions:

1. First offense = \$500 fine paid by Contractor to District
2. Second offense= \$1,000 fine paid by Contractor to District
3. Third offense = appearance before the District Board of Directors to determine corrective action.

All fines imposed must be paid PRIOR to commencement of the next race event. Pursuant to this section, this Agreement may be canceled based upon a review of violations.

Demolition derbies, boat races, monster truck and rock crawling events, firework shows, concerts, auto racing and any other activity except go kart or motorcycle flat track racing fall outside the scope of this agreement and require prior written consent. Clean up of the premises for such events shall be governed by said written consent agreement.

19. Hazardous Waste

Contractor shall be responsible for any and all hazardous chemicals including, but not limited to, oil, grease, transmission fluid, antifreeze, solvents and fuel spilled in the pit area, track or parking lots by Contractor or race participants during operations of this Agreement. No

hazardous chemicals may be stored on the premises outside of race days of operation except for those amounts needed for operation of the tools and equipment belonging to the Contractor. Any hazardous chemicals brought onto the premises must be contained and maintained in a manner which adheres to all laws, rules, and regulations pertaining to the transport and storage of such.

20. Green Waste, Weed Control and Drainage

Contractor shall maintain a program of green waste site cleanup and weed control in and around the areas used during the season. Chemicals used in weed control shall be used in accordance with applicable codes and regulations and subject to approval of the District.

*Drainage and support in areas in and around Pavilion may need Contractor support and attention to ensure proper drainage and readiness for use, especially during heavy rains.

21. Modifications

Contractor shall make no improvement or modification of the premises for any reason without the prior written consent of the District. The District may grant or withhold its consent for any improvement or modification of the premises in its sole and exclusive discretion. Contractor agrees improvements or modifications become the property of the District.

If approved by the District, any improvement, alteration or modification of the premises made by Contractor shall be at the sole cost and expense of Contractor. In addition, all improvements, alterations or modifications made by Contractor shall be in strict compliance with any and all conditions specified by the District and with all codes, statutes ordinances and regulations by any governmental agency having jurisdiction. Improvements Contractor shall defend and indemnify the District against all liability and loss of any type, including but not limited to all expenses, liens, mechanics liens, claims, charges or damages to property or any other person, arising out of work performed on the premises by Contractor, together with reasonable attorney's fees and all costs and expenses which might arise by reason of the making of repairs, improvements or modifications; excepting only the sole negligence or willful misconduct of the District. Improvements or modifications become the property of the District.

22. CEQA

These regulations and procedures do not cover any California Environmental Quality Act (CEQA) or related requirements that may also affect the racing program. Questions regarding CEQA requirements may be directed to California Fair Services Authority (CFSA) at (916)263-6121.

23. Site Preparation

Contractor understands that the areas used are for multiple events. Areas may be disked, torn-up or watered depending on usage needs. Contractor understands and agrees that work may need to be done to contracted area before each scheduled use. Contractor further agrees to assist the District and their track barriers move said barriers upon five (5) day notice by the District to an agreed upon site on the grounds for area use and move barriers back before Contractor use as a benefit to the District.

24. Equipment, Debris and Overnight Rental

Contractor recognizes that vehicles and equipment are an attractive nuisance, and shall not store, or allow to be stored vehicles or trailers on the premises after the end of a race or event, unless an agreed upon rental fee or RV pass through fee is provided to the District. No Contractor RVs are allowed without appropriate rental fees.

Race event debris will be removed from the premises before noon on the Tuesday immediately following the event.

25. Racing Program Manager

Contractor shall provide a representative to be present and on-call during all racing events and to act as the Racing Program Manager. Contractor manager shall be available at all times during the term of this agreement and have authority to answer questions and make decisions on behalf of Contractor.

26. Sound Level

Contractor agrees to observe all rules, policy and ordinance(s) set by the District and City of Lakeport, including but not limited to, an 10:00 p.m. curfew and a maximum noise level of 95 DBA at 100 feet from the source. Any fines, penalties, or sanctions assessed for violating these rules shall be borne by the Contractor.

All testing will be conducted using an ANSI type 1 or 2 Sound Level Meter capable of recording the necessary parameters. Ancillary recording instrumentation is permitted. Equipment will be field calibrated before and after each measurement day and the value recorded on a daily data sheet. *Online decibel detection devices may be utilized, as long as results and date are maintained and saved by Contractor for five years.

All vehicles used on District grounds will be equipped with mufflers.

There will be no race activity, or any operation of racing vehicles on the District grounds after 10:00 P.M.

A static test area, 100 feet in diameter, will be set up each event day. No motorized vehicle will be permitted within 25 feet of test position. Any vehicles waiting to be tested will shut down engines and start up only when requested by test officials.

The following, with modification to local City noise curfews, shall apply:

- A. Noise: 95 DBA at 100 feet LEQ will be the maximum allowed with pre-race certification.
- B. *No racing shall start after 9:30 p.m. and all racing will be concluded by 10:00 p.m.*
- C. Violation of the above policies shall cause the following action:
 - 1. First offense in one calendar year = \$500.00 fine paid by promoter
 - 2. Second offense in one calendar = \$1,000.00 fine paid by promoter
 - 3. Third offense in one calendar year = an appointment with the Director, Department of Food and Agriculture, Division of Fairs and Expositions to determine corrective action. Pursuant to this section, contract may be cancelled upon review of the violations.

It is the responsibility of the Contractor to report failed tests to the District's Contract Manager within 48 hours. The Fair Manager must report the violations to the District or designated representative within five (5) working days after the occurrence.

The Board of Directors may cancel and preclude further racing days if the fines are assessed more than four (4) days cumulatively during the period of this agreement.

It is agreed that the prime responsibility for compliance in the matter of noise pollution abatement as stated above, and any further sound requirements set forth by representatives of the State of California or local jurisdiction, shall rest with the Contractor.

27. Fair Restrictions

Contractor understands no compensation shall come from the District in case of emergencies that may require Contractor to cancel races due to fires or any other unforeseen emergencies. The District will make every effort to accommodate Contractor for a make-up race(s) if possible.

28. Regulations

Contractor is responsible for any penalties or sanctions imposed for violating any regulations including but not limited to state motorized racing regulations.

29. Public Address Systems

Contractor agrees to provide public address systems, one to be audible in the track/pavilion area and at least three to be audible in the parking areas (legend, pit, camp area). Contractor further agrees to allow access and use of said public address systems by the District at no cost to the District for any or all District events during the term of the Agreement.

30. Employees

Contractor agrees to hire, supervise, and control qualified employees for operations. In addition to work qualifications for employees and officials, the following basic requirements are recognized by Contractor:

- Neatness of appearance including uniform colored shirts for those in position of high visibility.
- Courteous professional treatment of customers and participants and responsible behavior on the fairgrounds is a requirement.
- The District reserves the right to require disciplinary action up to and including termination of the employment of any of the Contractor employees who do not meet the basic requirements of courtesy, responsible behavior and professionalism. The District further reserves the right to dismiss any Contractor Volunteer(s) or employee(s) and to ban them from further use of the grounds.

31. Health and Fire

It is the responsibility of Contractor to keep a neat and clean concession operation and to meet Lakeport, County and State of California health and fire regulations and to pay for all permits, extinguisher requirements and ancillary system requirements and hood cleaning and updates during contract term. Contractor must ensure parking does not preclude fire trucks or emergency personnel.

32. Sellers Permit

Contractor agrees to obtain a State Seller's Permit from the State Board of Equalization prior to opening for business. Copies of required permits and licenses shall be provided to the District with the first race information. All sales on State fairgrounds must be indicated on appropriate sales tax forms.

33. Security

Contractor shall provide adequate security for each racing event of which will be approved by the California Highway Patrol.

Any uniformed security officers utilized by contractor shall meet the minimum requirements set forth by the State of California for security companies and be covered by workers compensation coverage and general liability insurance to protect the Contractor and District from their actions.

34. Emergency Medical Response

Contractor will provide a plan and system for emergency medical response during hours of operation, including incident reporting.

35. Licenses and Permits

Contractor shall obtain, maintain and pay for all licenses and permits required for its business throughout the entire term of the Agreement.

Contractor is aware and agrees that the Agreement, or Contractor use for the Premises, may be subject to federal, state or local charges, taxes or fees. All personal property taxes, income taxes, possessory interest taxes, general special assessments, and other charges of every description levied on or assessed against the operation of the events shall be paid promptly by Contractor direct to the charging authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for nonpayment. Contractor shall hold the District harmless and indemnify the District against and from any and all charges, fees, assessments and taxes imposed under this paragraph.

36. District Vehicles/Equipment

Equipment owned by the District is NOT available for use by Contractor in routine racing operations under this Agreement. Any use of District equipment shall be based upon a negotiated arrangement agreed to by both parties in advance. This includes District owned vehicles, tractors, forklifts, bucket trucks, dump trucks, lawn mowers, and any other equipment.

37. Environment

Contractor shall comply with all federal, state, and local statutes, laws ordinances and regulations relating to environmental issues including but not limited to the Air Quality Board and Regional Water Quality Control Board. Contractor shall at all times conduct its business in compliance with the Clean Air Act, the Clean Water Act, The Porter-Cologne Water Quality Act, the California Environmental Quality Act, the national Environmental Protection Act and all comparable related and successor statutes, laws, ordinances and

regulations.

38. Domestic Partners

Contractor covenants that it will fully comply with Public Contract Code section 10295.3 with regard to benefits for domestic partners.

39. Equal Employment

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

40. Non-Discrimination

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act Government Code Section 12990(a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et. seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

41. Certification

The Contractor Certification Clauses contained in the document CCC201 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

42. Right to Enter

The District reserves the right to enter onto the premises, in any area, at any time, for any purpose, including emergencies. Designated agents of the District shall make periodic inspections of the premises to determine whether Contractor has complied with, and is complying with, the terms and conditions of this Agreement. Contractor shall also permit designated agents of the District to enter the premises for the purpose of accomplishing repairs or replacements where Contractor is obligated to make such repairs or replacements and has failed to do so after reasonable notice period determined by the District. The notice period shall depend upon the nature and extent of repair or replacement required and the impact of the defect on the safety and profitability of the

acing program. No such entry by, or on behalf of, the District on the premises shall cause or constitute a termination of the Agreement or be deemed to constitute an interference with the possession of the premises by Contractor.

Contractor shall be responsible for any costs for repairs made to premises or facilities by District staff or any other contracted service. Contractor shall be responsible for rental of any equipment needed to make repairs, including District equipment.

43. Assignment and Subletting

The right and privileges granted hereunder shall not be assigned or transferred in any manner whatsoever by Contractor without the prior written approval of the District. For the purpose of this paragraph, an assignment or transfer includes the sale of any legal and/or equitable interest in Contractor. In the event of a sale or transfer of ownership that is approved by the District, the District reserves the right to negotiate all terms and conditions relevant to the Agreement, including termination of the Agreement.

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

44. Insurance

The provisions of the attached Exhibit "A", INSURANCE REQUIREMENTS, are incorporated herein and made a part of this agreement. General Liability coverage shall be in an amount not less than Three Million Dollars (\$3,000,000) per occurrence. All other applicable coverage limits are as stated. Contractor insurance shall be in effect during all use and must be reviewed and approved by California Fair Services Authority prior to contract commencement.

45. Indemnity

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

46 . Incident or injury

Contractor shall, within 24 hours, provide a written incident report to the Fair Contract Manager for in writing for any incident that might reasonably be expected to result in any claim under any of the indemnity or insurance provisions of this Agreement. Contractor also agrees to provide the District with information as to the disposition of any claims within thirty (30) days following said disposition.

Serious incidents, death, dismemberment, or serious injury require a telephone call to the Contract Manager as soon as incident is cleared by emergency personnel. Contractor will then follow up with the above 24 hour written notice.

47. Surrender of Premises

District shall not be required to give notice to quit possession at the expiration of the term of this Agreement. Contractor covenants and agrees that on expiration of the term, or on an earlier termination as hereinafter provided, it will peacefully surrender possession of the premises in good condition, reasonable wear and tear expected, and District shall have the unconditional right to possession of the premises.

48. Default and Termination of Agreement

A. Notification of Default

In the event Contractor shall default in the performance of the terms or conditions of the Agreement, the District may notify Contractor of such default in writing. Failure on the part of the District to notify Contractor of default in accordance with this section shall not be deemed a waiver by the District of District's rights on default of Contractor or such default at a subsequent time and such notice will have the same effect as if promptly made.

B. Correction of Default

Within five (5) days of receipt of written notice of default from the District, Contractor shall correct such default if the default is with respect to any payment required to be made by Contractor or within ten (10) days of receipt of the written notice of default if it is of any other nature. In the event Contractor fails to correct the default to the satisfaction of the District within the time specified, or such greater period as the District may consent to by prior writing, the District shall have all rights accorded by law, or to terminate this Agreement. Contractor shall pay all costs and attorney's fees incurred by the District in the enforcement of any of the provisions in this paragraph or in this Agreement.

C. Labor Dispute

In the event Contractor cannot perform its obligations under this Agreement because of a labor dispute, such nonperformance will not be considered a default. In the event Contractor cannot perform said obligations for more than sixty (60) business days because of a labor dispute, the District shall have the option to terminate this Agreement upon thirty (30) days' notice.

D. Insolvency of Contractor

In the event a decree or order by a court having jurisdiction shall be issued (a)

adjudging Contractor bankrupt or insolvent; or (b) approving as properly filed a petition seeking reorganization of Contractor under any section of the national Bankruptcy Act, as amended, or (c) ordering or approving the winding up or liquidation of Contractor affairs; or (d) appointing a receiver or liquidator or a trustee in bankruptcy or insolvency proceedings against it, or shall file a petition or seek reorganization under any state insolvency law, or shall admit in writing its inability to pay its debts generally as they become due, or take any action in furtherance of any of the aforesaid purposes, or shall abandon this Agreement, then District may terminate this Agreement. In the event of such termination, Contractor shall be liable, without limitation, for all payments required to be made to the District up to and including said date of termination.

49. Possessory Interest

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

50. ATM Service

The District has the exclusive right to provide ATM services on the premises and the fairgrounds. The District shall have exclusive right to any and all revenues for ATM service.

51. Amendment or Modification of Agreement

No agreement to modify, or modification of this Agreement shall be binding on the District unless the same is reduced to writing, approved by the Board of Directors of the District, and executed by the District and approved by the appropriate State agencies.

52. Notices

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

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

Contractor:

53. Destruction of Premises

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

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

54. Successors

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

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

55. Independent Contractor

Contractor is not an employee or agent of the District by reason of the Agreement or otherwise. Contractor is an independent Contractor and as between the District and Contractor, Contractor shall be solely responsible for its acts or omissions arising from or relating to this Agreement.

56. Applicable Law and Venue

The Agreement shall be interpreted and enforced in accordance with the laws of the State of California and shall be deemed to have been made, and shall be performed, in the State of California. In the event of litigation, the parties acknowledge and agree that venue shall be in the Superior Court for the County of Lakeport.

57. Entire Agreement

The Agreement, this Attachment, together with all Exhibits attached hereto, constitutes the entire Agreement between the parties. No promise, representation, warranty, or covenant not included in the Agreement has been or is relied on by either party.

58. Headings

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

59. Severability

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

60. Attorney's Fees and Costs

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

61. Approval

This Agreement is of no force or effect until signed by both parties and approved by the Department of Food and Agriculture, Division of Fairs and Expositions, if required. Contractor may not commence performance until such approval has been obtained.