



VENTURA COUNTY FAIRGROUNDS

"A Country Fair with Ocean Air"

10 W. Harbor Blvd. • Ventura, CA 93001
(805) 648-3376 • Fax (805) 648-1012

31st DISTRICT AGRICULTURAL ASSOCIATION VENTURA COUNTY FAIR

Three (3) Year Carnival Operation With Two (2) One-Year Options

RFP #26-01

HIGH SCORE

Released: December 19th, 2025

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

Heidi Ortiz, CEO
Hortiz@venturacountyfair.org* or (805) 648-3376
*(*Preferred form of communication)*

This person is the only authorized person designated to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Oral communications of officers and employees concerning this RFP shall not be binding on the Ventura County Fair 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.

Table of Contents

1. Definitions	Page 1
2. General Information	Page 2
3. Rules Governing Competition & Technical Evaluation	Page 6
4. History, Goals and General Background	Page 8
5. Scope of Work	Page 10
6. Evaluation, Selection & Scoring Process	Page 21
7. Mandatory Format and Content Requirements	Page 24
8. Forms	Page 25

PART 1 DEFINITIONS

BIDDER/PROPOSER:	The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
CFSA	Refers to California Fair Services Authority, a not-for-profit joint powers authority (JPA) established to manage and administer self-insurance pools, related services and programs exclusively for California's fairs.
CONTRACTOR:	Refers to that Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably.
DGS:	<p>Refers to the "Department of General Services", State of California.</p> <p>DGS is located at: 707 Third Street West Sacramento, CA 95605 Attention: Office of Legal Services</p>
DISTRICT:	<p>Refers to the 31st District Agricultural Association (DAA or Ventura County Fair) which is an agency of the State of California within the unit of Fairs & Expositions under the Department of Food & Agriculture.</p> <p>The Association is located at 10 Harbor Blvd, Ventura, CA 93001</p>
FAIR:	Refers to the Ventura County Fair (31st District Agricultural Association)
F&E:	<p>Refers to the Fairs & Expositions Unit, Department of Food & Agriculture, which is a unit of the agency of the State of California overseeing the activities of District Agricultural Associations, County, and Citrus Fruit Fairs.</p> <p>F&E is located at: 1220 N. Street, Ste. 116 Sacramento, CA 95814</p> <p>Mailing address: 1220 N. Street, Ste. 116 Sacramento, CA 95814</p>

QUALIFIED:	The term “qualified” as it is used in this document refers to the bidders who are awarded at least the minimum number of points by the Evaluation and Selection Committee on the technical portion of the proposal.
RFP:	Request for Proposal.
RESPONSIVE:	Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered “responsive”.

PART 2 GENERAL INFORMATION

A. REQUEST FOR PROPOSALS (RFP)

The 31st District Agricultural Association in releasing this RFP intends to award a contract **for** the purpose of contracting a highly qualified, professional Carnival Operator for the annual Ventura County Fair for the years 2026, 2027 and 2028 with two (2) one-year options in 2029 and 2030. The 2026 Fair is July 29-August 9, 2026 with similar dates for following years.

For multi-year contracts, certification of satisfactory performance is required at the end of each year as a justification for the continuance of the contract.

B. BIDDER RESPONSIBILITY

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

C. DELIVERY OF PROPOSALS

Pursuant to the law, no proposal shall be considered which has not been received at the place, and prior to the closing time, stated in this proposal. **Failure** to submit your proposal in a timely manner shall result in an automatic rejection. Failure to meet any of the below requirements may result in a rejection, or a reduction in points during the scoring process.

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

- # One sealed package containing three (3) copies of the technical proposal and labeled with the name of proposer, the RFP number, and “Technical Proposal, Tier 1.”
- # One sealed package containing three (3) copies of the financial proposal bid form and labeled “Financial Proposal Bid Form, Tier 2.”
- # Both sealed packages must be placed in a third package with the bidder’s name on the outside and addressed as follows:

RFP #26-01
HEIDI ORTIZ, CEO
VENTURA COUNTY FAIRGROUNDS
10 W. HARBOR BLVD.
VENTURA, CA 93001

D. CONTRACT AWARD

If the proposal is not automatically rejected as described in Part 2, Section C, then each bidder's proposal will be scored and evaluated as detailed in Part 6 Evaluation, Selection & Scoring Process.

If a contract is awarded, it shall be granted to the responsible bidder who submits the proposal with the highest final score. Prior to the DAA awarding a contract, the District shall post a **"Notice of Proposed Award"** at the Administration Office for five (5) working days. In addition, a copy of the notice will be mailed to each bidder. Upon the expiration of the five-day posting period (close of business on the fifth working day), if no protest has been filed, the contract is awarded. If a protest is filed prior to the contract award, the contract shall not be awarded until the protest has been withdrawn by the bidder or rejected by the Department of General Services.

The District reserves the right to reject all proposals, to select without discussion or interviews, to request additional information, and to negotiate any minor details, terms or conditions.

E. INTERVIEWS/PRESENTATIONS

During the evaluation and scoring period, the District may elect to schedule interviews and/or presentations. Only Bidders who have successfully met the requirements set forth in Part 2 Item C will be invited to interview/present. See the Tentative Schedule in Part 2 Item E for the dates reserved for interviews/presentations. No additional dates will be provided and the Bidder may be eliminated from further evaluation or scored negatively for lack of availability on the listed dates. Interviews/presentations will consist of a short presentation by the Bidder. Presentation must be consistent with the submitted proposal, there shall be no modification or supplement to the written proposal. Any attempts to modify or supplement the written proposal during the presentation or interview may be grounds for disqualification at the District's sole discretion. The Committee may ask questions related to the Bidder's technical proposal and qualifications but bidders may not ask questions. The technical scoring may be adjusted after completion of interview/presentation to the Committee's discretion. Responsive bidders needing special assistance or accommodations due to physical impairment shall be provided reasonable accommodation upon advance request via email to Hortiz@venturacountyfair.org

E. TENTATIVE SCHEDULE

RFP Released Friday, December 19th, 2025

Site Walk (Escorted, RSVP Required) Tuesday, December 23rd, 2025

Bidder Questions Deadline *Tuesday, December 30th, 2025*
Submit only by email to Hortiz@venturacountyfair.org.
Available answers will be provided to all interested bidders no later than January 2nd, 2026.

Proposals Due by 5 p.m. Friday, January 16th, 2026

Bidder Presentations/Interviews (if applicable and requested)	Friday, January 23 rd , 2026
Proposed Contract Award	Friday, February 6 th , 2026
Protest Period (No protests may be filed after Feb. 13 th)	Monday, February 9 th – 13 th , 2026
Contract Award	Monday, February 16 th , 2026

F. SMALL BUSINESS PREFERENCE

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

If you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with the Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting with certified SB/MB (s), refer to the information below for contact information:

Office of Small Business and DVBE Services (OSDS)
Attn: BDD Unit
707 3rd Street, 1st Floor, Room 1-400, MS 210
West Sacramento, CA 95605
Phone: (800) 559-5529 or (916) 375-4940
Email: osdchelp@dgs.ca.gov

If you are claiming the 5% small business preference, a copy of your OSDS Small Business Certification Approval Letter must be submitted with the proposal.

G. BIDDER/CONTRACTOR STATUS FORM

All bidders must complete, sign and submit the form in response to this RFP. Failure to comply will deem the bidder non-responsive. The Fair reserves the right to verify the information on the “Bidder/Contractor Status Form” at the time of the bid. If the bidder is a corporation, the form must include the title of the person signing (i.e. corporate officer status) and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

H. CALIFORNIA FAIR SERVICES AUTHORITY (CFSA) CARNIVAL MASTER INSURANCE LIST

No carnival operator will be eligible to be awarded a contract with the Fair unless said operator has submitted required insurance documents to CFSA and been approved for placement on the CFSA Carnival Master Insurance List prior to the bid due date; or alternatively, submitted all required insurance documentation for operation at this particular Fair to CFSA well in advance of the Fair’s proposal due date, to ensure that these documents are reviewed and approved. The carnival operator awarded the contract shall ensure that they are on the CFSA Carnival Master Insurance List or have CFSA approval of the required insurance documentation for each year of the contract prior to carnival set up, during fair time operation, and during carnival take down.

I. PRE-CONTRACTUAL EXPENSES

The District shall not, in any event, be liable for any pre-contractual expenses incurred by the Bidder including, but not limited to, expenses related to the preparation of a proposal in response to the RFP, submission of said RFP, negotiations related to this proposal, travel expenses, and any other expense incurred by the Bidder prior to the contract commencement date. Additionally, the Bidder shall not include any such expenses as part of the price as proposed in response to this RFP.

J. SINGLE PROPOSAL RESPONSE

If only one responsive proposal is received in response to this RFP and it is found by the District to be acceptable, additional detailed costs or financial data may be requested of the single Bidder. A cost or financial analysis, possibly including an audit, may be performed by or for the District in order to determine if the proposal is fair and reasonable. The Bidder has agreed to such analysis by submitting a proposal in response to this RFP.

A cost analysis is a more detailed evaluation of the cost elements in the Bidder's Financial Proposal Bid Form. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the operation effort, and whether costs are allowable, allocable and reasonable.

Any such analyses and the result there from shall not obligate the District to accept such a single proposal and the District may reject such proposal at its sole and exclusive discretion.

K. NON-ASSIGNMENT

Any attempt by Contractor to assign, subcontract, or transfer all or part of this agreement shall be void and unenforceable without the District's prior written consent; which consent shall not be unreasonably withheld. Any such consent shall not relieve Contractor from full and direct responsibility for all services performed prior to the date of assigning, subcontracting, or transferring this agreement.

PART 3

RULES GOVERNING COMPETITION AND TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the DAA of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document. Modifications, if any, will be made in writing by way of addendum issued pursuant to paragraph 2 below. Clarifications, if issued, will be given by written notice to all parties to whom the DAA had sent notice of the RFP and to persons or entities who have requested to be given notice of any modifications or notices.

2. Addenda

If necessary, the Fair will modify the RFP prior to the date set for submission of final proposal, 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 additional 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 include such mandatory requirements or conditions will result in the disqualification of a proposal.

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

4. Grounds for Rejection of Proposal

A proposal *shall* be rejected if:

- It is received at any time after the exact time and date set for the receipt of proposals as stated in Part 2, Items C and E.
- 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 *may* be rejected if:

- It contains false or misleading statements or references which do not support an attribute or conditions contended by the competitor. The proposal shall be rejected if, in the opinion of the State, such information was intended to erroneously and fallaciously mislead the State in its evaluation of the proposal and the attribute, condition or capability requirement of this RFP.
- It is unsigned.

5. Right to Reject Any or All Proposals

It is the policy of the District not to solicit proposals unless there is a bona fide intention to award a contract. However, the District reserves the right to reject any or all proposals, or to cancel the RFP at any time during the process.

6. Protests

A bidder may file a protest against the awarding of this contract. The protest must be filed with the Department of General Services (DGS) (707 Third Street, West Sacramento, CA 95605, Attention: Office of Legal Services) and the Ventura County Fair. The protest shall be filed prior to the expiration of five (5) working days from notice of the proposed award being posted and, in no event, later than 5:00 pm on the fifth working day after Notice of Proposed Award was posted in a public place at the Fair's Administration Office.

In addition, within five (5) calendar days after filing the protest, the protesting bidder shall file with the Fair and Department of General Services Legal Office a fully detailed and complete written statement specifying the grounds for the protest.

Please Note: Failure to file a notice of protest by the conclusion of the fifth working day after notice of intention to award a contract has been posted and a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the protestor's protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in the Public Contract Code, Section 10345.

B. OTHER INFORMATION

1. Disposition of Proposals

All material submitted in response to this RFP will become the property of the Fair. 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 Fair will assess a fee to cover duplicating costs. Documents may be returned only at the Fair's option and at the bidder's expense. One copy of each bidder's proposal shall be retained for official Fair files.

2. Confidentiality of Proposals

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

3. Modification or Withdrawal of Proposals

Any proposal the Fair receives 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 "The proposal and the cost estimates are valid for 60 days" is non-responsive to the RFP.

PART 4

HISTORY, GOALS AND GENERAL BACKGROUND

The Ventura County Fair is an annual event held each year in July/August at the Ventura County Fairgrounds. The 12-day event attracts approximately 250,000-300,000 guests.

The Fair is held at the Ventura County Fairgrounds, a 62-acre indoor/outdoor State-owned property in Ventura, California. The Fair is 12 consecutive days from Wednesday to Sunday. A part of the annual tradition of the Fair is a first-class Carnival for adults and young children. The Carnival will be an independent partner with the capability of its own fully digital ticketing system in place with at least two years of experience in the marketplace, in addition to limited food and non-alcoholic beverage concessions and game concessions. Additionally, annually the Carnival and the Fair partner special advance pre-sale programs for the public. Carnival operators should propose their own ticketing/promotions. All ticketing and promotions will be by mutual agreement between the Carnival Operator and Fair Management.

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

- Carnival Gross Sales:
2025: \$3,869,495.00
2024: \$4,244,727.00
2023: \$3,500,000.00 (approximately)

Single-Day Gate Admission Prices for the 2025 Fair:

Adult (13-64) \$20.00
Senior (65+) \$15.00
Child (6-12) \$15.00 (Children 5 and younger are free)

Season Gate Admission Prices for the 2025 Fair:

General (13+) \$45.00
Child (6-12) \$45.00

Annually the Fair offers discounts and/or free admission for special classes of attendees including Seniors Day (discount admission for guests 65 and older), Kids Day (free admission for guests 12 and younger), and Military Appreciation and First Responders Day (free admission for military member and first responder only).

Fair Dates for 2026

- July 29-August 9, 2026
- Similar 12-day span for 2027, 2028, 2029, 2030 (late-July start)

2025 Fair Public Hours

12:00 pm-11:00 pm Daily
*Opens at 11:00 am Tuesday (Seniors and Persons with Disabilities Day)

PRE-SALE

Annually, the Fair offers pre-sale promotions for the public including \$5 before 5:00pm, Food Share Day, discounted season passes and other promos from year to year.

The Carnival Operator, in partnership with the Fair, will offer a discount on pre-sold single day or time Unlimited Ride Wristbands. These pre-sales are hosted and managed directly by the Carnival Operator on their

website. For 2025, pricing was \$45 during the Fair. Future prices can deviate from these prices each year with consent from District.

GENERAL GOALS

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

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

MARKETING, PROMOTION, REVENUE, AND INVESTMENT GOAL - The Fair desires to build a mutually beneficial partnership with a professional carnival with the following goals over the life of the contract:

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

PART 5

SCOPE OF WORK

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

The successful bidder will enter into a carnival agreement for the years 2026, 2027 and 2028 with two (2) one-year options in 2029 and 2030, with the 31st District Agricultural Association (“Association”), also known as the Ventura County Fair, for providing a professional Carnival during the annual Fair. The 2026 Fair is July 29-August 9, 2026, with similar dates for the following years. Certification of satisfactory performance is required at the end of each year as a justification for the continuance of the contract.

A. OPERATIONAL CARNIVAL

Contractor shall provide a fully operational carnival including high-quality rides, games, seating areas, shade components, and food concessions. The Ventura County Fair has operated as an Independent Midway for many years and as such, values the participation of independent subcontractors. This being said, it is highly desired that the Proposer own and operate a minimum of 60% of the rides. The remaining percentage of rides and all of the games and concessions may be subcontracted. The score may be affected for Proposals that do not clearly demonstrate that the Proposer owns and operates a minimum of 60% of the rides. A maximum of forty percent (40%) of rides and all games and concessions may be “booked in” from outside contractors.

1. Rides. Contractor shall provide a minimum of forty (40) rides.
 - a. A minimum of a combination of 7 - Super Spectacular, Type Rides, such as: Medusa (Booster type ride) or Pendulum type ride. Inventory must include a Giant Gondola Wheel (100’ desired height) and an adult roller coaster.
 - b. A minimum of 8-Spectacular rides, such as: Giant swing ride, multi-truck music ride, or drop tower.
 - c. 12 – major type rides such as: tilt-o-whirl, bumper car, zipper, or yo-yo
 - d. 12 – 18 - Kiddie Type Rides, such as: Flying Jumbos, spin-the-bear, a train or a canoe ride, Flying Dragon, and Little Eli. This section is to provide an exceptional kiddie carnival area to enhance our guests’ experience. These rides may be placed in the primary carnival location or other designated non-carnival standalone area. Contractor to provide proposed kiddie carnival details for 1.) within main carnival location and 2.) at separate location on fairgrounds, and how either will mutually benefit both parties.
 - e. It is expected that Contractor will introduce new high-quality rides on a regular basis during the life of the contract.
2. Substitutions: Contractor may provide substitute rides only with written permission of the Association. Each such request must be presented to the Association Management at least twenty-one (21) days before the beginning of the Fair.
3. Game Concessions: Contractor shall supply a minimum of twenty (20) and a maximum of (30) game concessions. Contractor must provide a full game division that is completely matching in all canvas, signage, uniforms, and décor.
4. Food Concessions: Contractor shall supply a minimum of three (3) and a maximum of seven (7) food and non-alcoholic beverage concessions. District shall have the final say in the number and placement of food

booths. Complete menu and pricing, as well as a completed Ventura County Health Permit and fees, must be submitted thirty (30) days in advance of the Fair. Bidders must have serv safe certification and a minimum of one manager per food stand in operation at all times. Menus must be approved by Association Management. The Association is willing to review new and innovative food items for the Fair sold by carnival. Bagged ice may only be purchased from the Association's official ice provider each term year. Contractor is permitted up to one (1) ice-making machine per food stand per term year.

5. Comfort Enhancements for Guests: Contractor shall supply top-notch comfort guest zones such as seating, shade areas, Grandma zones, and/or misting stations if needed, and extensive plant material including box trees. Details including photos/sketches of elements must be provided within sixty (60) days of the Fair. The carnival's customer service office must be located at or near the entrance of the main carnival in clear view of guests and be professional in appearance. The office hours of the customer service office must be the same as carnival operation.
6. Managers – Contractor must have a minimum of 5 managers with at least 5 years' experience on site at all times while the fair is in operation during open hours.
7. Staffing – Contractor must have matching shirts and/or uniforms that clearly identify the staff member as working for the carnival contractor. In addition, all carnival employees must have badges that clearly identify each employee.
8. Staff Housing – Contractor must have a modern fleet of staff housing or bunkhouses, that as an average, are no older than 10 years old at time of the bid.
9. Quality: The quality of the carnival, its services and all its contents must improve measurably each year of the contract.
10. Layout: Carnival layout shall be due to Fair Management, utilizing the plot plan provided, no less than sixty (60) days prior to the Fair. Final layout shall be subject to Fair Management approval.

B. PERFORMANCE OF CONTRACT

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

C. SAFETY

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

D. CARNIVAL OPERATION

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

- a. Contractor shall arrange the assigned area for carnival operations so as to provide family entertainment and protect the public from any dangerous conditions.
 - b. Contractor shall establish procedures to ensure reasonable security of all rides, games, concessions, and equipment when not in use so that no attractive nuisance or negligent condition exists.
 - c. Contractor shall perform the services required under this agreement solely within the confines of designated carnival area(s). Designation of area(s) shall be directed by Association Management. Contractor is not authorized to conduct any activities other than those specified in the agreement. The Association or its other concessionaires may operate any activity in any area not assigned to contractor including but not limited to motorized transportation, roller chairs, strollers, and other transportation devices, rides, and amusements which do not duplicate those provided by Contractor. The Association reserves the right to change the location of the carnival area(s) and total square footage allotted for area(s) on the Fairgrounds as conditions may dictate during the entire duration of the agreement.
2. Carnival Set-up and Takedown. Contractor shall be solely responsible for the installation and assembly of the entire carnival which may begin approximately fourteen (14) days prior to the Fair opening each year (Contractor to consult with the Fair CEO each year). Contractor shall be solely responsible for completing assembly, disassembly, and removal of all elements including but not limited to rides, games, attractions, support trailers, tents, equipment, supplies, vehicles, and concessions no later than five (5) days following the ending day of Fair each year.
3. Daily Fair Hours of Carnival Operation. Carnival operations shall begin operation daily at 12:00 pm (Noon) and 11 a.m. Tuesday and cease at 11 p.m. each day unless operation beyond 11:00 p.m. is approved by the District CEO or his or her designee. These starting and ending times may vary for the term of the agreement. All games, rides, food concessions, and attractions shall open on time and remain open all hours of the carnival operation times.
4. Ticket Handling Responsibility and Procedures. Carnival shall pay for all printing costs of carnival tickets/coupons and wristbands, including presale tickets/coupons, and provide all equipment/personnel, including all ticket booths, ticket sellers and ticket system supervisors, at no cost to the Association.
 - a. All attractions operated by the Contractor under the executed agreement shall require a specific admission price, which can be translated to an appropriate number of tickets. Each ticket must have a standard monetary value. The admission price for rides or games may not be less than the value of one ticket. Association may audit ticket money at any time.
 - b. Contractor shall provide, or make available, all supporting documentation (such as, carnival ticket manifest and daily ticket sales report) to the Association to ensure accountability over the carnival revenues. The Association reserves the right to review these records for accuracy. Furthermore, the Contractor shall be available after fair time to meet with the Association to reconcile the carnival ticket sales and complete the final settlement.
 - c. The Association's CEO reserves the right to reject Contractor's auditing and ticket sale system(s) and manage carnival ticket sales operations during any given year within the agreement period.
 - d. Carnival must have a secure redemption facility.
5. Audit Reporting: At a minimum, Contractor will provide Association a daily audit report that includes but is not limited to the following:
 - a. Gross receipt total for each ride, food booth, game and amusement.
 - b. Gross receipt total for currency sold during the previous day.
 - c. Detailed report showing the beginning and ending numbers for currency sold during the previous day.

- d. Gross receipt total for each food vendor broken out by location and method of payment.
- e. Gross receipt total for games broken out by location and method of payment.
- f. Event reconciliation following the event to include daily gross receipts and all payments made to Association.

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

It is absolutely expected for the entire term of the agreement that the Contractor shall provide all ticket sellers and on-site ticketing personnel during the dates of the Fair, at its discretion, when appropriate and with notice to the Contractor, the Association shall reserve the right to sell all, or a portion thereof, presale tickets or coupons.

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

Ventura County Air Pollution Control District
4567 Telephone Rd,
Ventura, CA 93003
Tel: 805-303-4005
www.vcapcd.org

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

All exposed ground wires must have approved electrical covers and any electric cables on the above ground/dirt/grass surface must be covered for approved safety for all guests and workers and foot traffic.

All lighting levels (rides, games, walkways) must be adequate based on the Association's CEO's (or his/her designee's) approval and satisfaction.

- 7. Limitations On Sales/Concessions.
 - a. Food and non-alcoholic beverage stands only.
 - b. A minimum of three (3) and a maximum of seven (7) food and beverage stands.
 - c. No games/concessions with direct sales are allowed at the Fair.
 - d. The Association reserves the right to approve the placement of concessions along the edge and within the carnival plot.
- 8. Authorized Representative of Contractor. Contractor must maintain at least one other representative, besides himself/herself who is authorized to take immediate action upon any request of Association at all times that Contractor's property is on the fairgrounds. This person must be identified to the Association

as the Contractor's authorized representative and full contact information must be provided to Association management. This name and biography must be provided at a minimum of thirty (30) days prior to the opening day of the Fair each year.

9. Carnival Management and Employees.

- a. Concrete management philosophies, practices, and policies shall be used to ensure professional personnel actions during the execution of the agreement. Management shall operate in a manner that enhances the Fair in the eyes of its patrons. The carnival operation shall provide documents outlining these programs to the Association upon request.
- b. Contractor shall be responsible for its employees having the training required by the Division of Industrial Safety, Department of Industrial Relations.
- c. During all carnival operating hours, an adequate number of experienced and professional personnel (a minimum of five (5) managers with at least five (5) years' experience each) must be on duty. The Association reserves the right to require additional personnel to be on duty at the Contractor's expense and responsibility.
- d. The number of employees hired during carnival operations shall be sufficient to ensure that no carnival ride, game, or show will be without a minimum of one attendant at all times during scheduled hours of operation.
- e. Contractor shall be responsible for the conduct of its employees and the employees of subcontractors that it engages in for fulfillment of its contract. A complete list of all employees of the Contractor and subcontractor(s) must be provided to Association Management annually.
- f. Employees who have regular public contact shall be attired in clean, identifiable to the contractor, matching uniformed clothing.
- g. All staff provided by Contractor and subcontractors will be required to have neatly trimmed hair. Any facial hair must also conform with a trim look as well.
- h. Subject to applicable California laws and regulations, Contractor will ensure that all Contractor's employees, including subcontractor employees are not in violation of Megan's Law or have a criminal record (felony) and be drug tested (pre-employment) and Contractor shall provide results of same upon request to DAA CEO. Contractor will also provide a list of names of all workers to the DAA CEO.
- i. Contractor shall supply each person employed by him/her or associated with him/her an identification badge stating his/her affiliation with the operation, which must be affixed in plain sight at all times indicating the person is acting within the scope of his/her employment. This identification will be honored for admission to the fairgrounds. NO BADGE-NO ADMISSION.

10. Special Provisions and Prohibitions.

- a. Handwritten signs and banners are not allowed. Signs must be professionally produced and subject to Association's approval. Signage must enhance the appearance of the carnival and, when possible, follow the Fair's annual marketing theme.
- b. Contractor cannot assign this agreement or any portion of this agreement to any subcontractor without expressed written permission of the CEO of the 31st DAA.
- c. The Association CEO reserves the right to adjust carnival pre-sale and fair time carnival pricing structure for mutual benefit from year to year for the entire term of the agreement.
- d. The Association Management may require the Contractor to exclude from any of his operations, personnel whose appearance or conduct is detrimental to Fair operations or to the public image of the Fair.

- e. The Association Management may also require closure and/or removal of any ride, show, game or concession considered detrimental to Fair operations because of its nature, appearance, conditions or that it constitutes a hazard. Determination as to all these matters by Association management shall be final. Association Management will make determinations based upon its opinion of reasonable industry standards.
- f. All elements of the carnival shall be presented and operated at the Association's sole discretion. If an element is not acceptable to the Association's CEO, said element shall be corrected or replaced. All such replacements or corrections prior to the Fair must be done prior to opening day. If Contractor is provided notification after 10:00 am on the first day of the Fair, the correction must take place within 24 hours of the notice or sooner if the correction is based upon a health and safety standard or is detrimental to the Fair's image or success.
- g. Contractor shall ensure that the carnival operation maintains a clean and professional appearance.
- h. Contractor shall provide promotional programs, which fit into the theme and goals of the Fair.
- i. Potable water, electrical power, and grey water connection shall be supplied by the Contractor for all carnival operations of sub-contractors, agents, and employees.
- j. Carnival shall also be responsible for maintaining ground surface, and for trash/garbage disposal, including, but not limited to, trash receptacles and liners for the cans, and for making arrangements for trash disposal daily in designated area(s). Association shall include dumpster(s) and regular service for the Carnival Areas through the Association's separate contract for Trash Removal Services. The Contractor shall, within ninety-six (96) hours after the annual completion of the Fair, have cleaned up all areas that have been designated to Contractor to the satisfaction of the Association's CEO or his/her designee.
- k. Living quarters, bunkhouses, offices or trailers used for housing carnival workers and staff shall be located in area(s) designated by Association Management. All Carnival workers must stay in designated carnival operation area(s).
- l. No tent camping will be allowed on property designated for use by Contractor.
- m. Cooking/Commissary Operations – The purpose of a cookhouse within the carnival is to provide food at a reasonable rate to the carnival operation and fair employees. The cookhouse is exempt from paying the Association a percentage of their gross so long as sales are not allowed to the general public. The Association reserves the right to audit the cookhouse sales.
- n. Contractor shall be responsible for providing and maintaining toilet and shower facilities for carnival/game personnel in accordance with Health Department standards. These services must have self-contained capabilities (sewer, water, and electrical).
- o. Novelty items will be sold by Association's designated novelty contractor only. No commercial exhibitors or direct sales will be booked by Contractor. Pony rides and other like rides and activities shall not be booked by Contractor without written consent of the Association's CEO.
- p. Each year of agreement, Contractor shall provide Association Management with a list of rides, games, special elements and food concessions showing owner, type, and a lot layout within 60 days of the annual Fair. Fair may require high resolution electronic images of all carnival elements. Any new rides or elements must have these high-resolution images provided.
- q. Contractor shall, each night, after closing, clean and maintain the area around each ride, game and concession. After the Fair, Contractor shall also clean up all areas and fill all holes in asphalt used by him to the satisfaction of the Association or be billed accordingly for the services provided by the Association.

- r. Contractor shall work with a representative of the Association to ensure that all vehicles authorized by the Association will have proper access credentials for ingress and egress and that within 2 hours after closing time, the parking lot will be monitored by Fair security and law enforcement and all unauthorized vehicles will be towed at owners' expense.
- s. Trucks, equipment, trailers, offices, etc. that cannot be reasonably located in the Main Carnival area or area designated by Association management must be parked in an area (off-site) paid for by Carnival operator.
- t. Contractor shall participate in a pre-Fair inspection of the carnival grounds with authorized Fair personnel to determine what safety problems exist in the midway grounds and agree upon a plan to correct the problems prior to carnival move-in.
- u. Contractor must adhere to all food and beverage requirements as provided for in the Association's policies and agreements with product or other sponsors (i.e. Soda/Bottled Water, Bagged Ice, Carnival Sponsors, etc.).
- v. Carnival shall be fully operational and ready for media and VIP events from 6:00 pm – 9:00 pm one day prior to the Fair opening each year when requested by Association Management. Rides are provided free of charge for this event and attendance will be limited.
- w. Contractor to provide a high-resolution electronic version of all logos, promotional art, marks, and related marketing materials to Association Management 120 days prior to the Fair on an annual basis.
- x. In illustration, but no limitation, agreement shall not permit any of the following activities:
 - i. Operate games of chance;
 - ii. Sales of beer or other alcoholic beverages;
 - iii. Offer of cash prizes or re-purchase prizes awarded in any game;
 - iv. Offer as prizes: live ducks, chicks, turtles or any other live animals (except goldfish), soft drinks in other than sealed plastic containers, knives, firearms or any items which could be used as a weapon;
 - v. Offer or display prizes that glamorize the use of drugs or narcotics or reference to such products, including mirrors and posters;
 - vi. Exhibiting: girl shows, so-called education shows, or birth shows;
 - vii. Offer or display prizes that may be deemed pornographic or is questionable taste (to be determined by Association Management);
 - viii. Permit children under ten (10) years of age to participate in money pitch games unless accompanied by an adult - signs with this statement must be conspicuously posted at all such games;
 - ix. All Dark Rides shall be solely at the discretion of Association Management;
 - x. No dogs will be permitted on Fairgrounds. Service dogs are exempt;
 - xi. Provide freak shows; dark rides that are sexually explicit; and/or anything that promotes profanity, drug use or nudity;
 - xii. Carnival workers shall not have access to public shower facilities on the fairgrounds.
- y. Contractor agrees **not** to remove or permit removal, or permit dismantling of any approved ride, show, game, concession, or any part of the carnival prior to the closing time of the last day of the Fair each year.

- z. Changes in Ownership/Management: It is agreed and understood by the Parties that the physical, on-site presence of the current owner of Contractor's carnival company is a condition precedent to the performance of the agreement. In the event that Contractor's carnival company should be sold to a third party and/or the current owners, for any reason, should cease to be active in the management and operation of the named carnival company at any time during the lifetime of the agreement, the Association, at its sole option shall have the right to terminate the agreement by the giving of thirty (30) days written notice of agreement.
- aa. Disputes: In the event of any dispute between Contractor and the Association which is not promptly settled by personal discussion, Contractor shall reduce said dispute to writing and present it to the Association within 24 hours for determination. Whenever the Association's determination is made final by this agreement; its decision shall be conclusive.

As to all other disputes, the determination of the Association shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, or arbitrary, or so grossly in error as necessarily to imply bad faith. In all cases, the Contractor shall follow the instructions of the Association without delay.
- bb. The 31st DAA reserves the right to change terms or negotiate such terms of the agreement when both Parties agree in writing to such changes.

11. Attractions/Tickets Requirements.

- a. Contractor shall, on an annual basis, submit with proposal a complete equipment list of mechanical ride devices listed by name of manufacturer and year of manufacture and a complete list and description of games and concessions to be presented at the Ventura County Fair. Included will be a complete list stating ticket prices and number of coupons charged for each. Based upon a personal inspection, the number, type and quality of attractions provided by Contractor must be acceptable to the Association.
- b. Contractor shall also, on an annual basis, outline all other equipment which will be proposed and provided under contract, such as electrical generators, ticket booths, light towers, entrance gates, if any, offices, maintenance facilities, housing units, restrooms, showers, etc.
- c. In succeeding/subsequent years Contractor shall submit to the Association, at least 150 days in advance of opening, a complete list stating ticket prices of rides, games and concessions and number of coupons to be charged for all attractions of any kind operated by Contractor including skill games and concessions, pursuant to agreement. Contractor shall not change any prices or coupon designations without prior notification and written approval of the Association. No attractions shall operate without charge for use or admission without prior written approval of the Association.
- d. At least sixty (60) days prior to the start of the annual Fair in each year provided, the Contractor shall present a diagram showing the layout and description of all attractions of any kind complete with a schedule of arrival days and set-up times.
- e. Contractor shall work closely with the Association in developing and carrying out publicity and carnival promotions to increase attendance and revenues, along with the overall experience of Fair guests.

12. Inspection and Maintenance.

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

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

The Association may elect to perform carnival ride and equipment safety inspections (Safety Inspections) at any time Association deems appropriate. The Association may determine, in its sole discretion, the basis of and the criteria to be used in performing safety inspections. To the extent deemed appropriate by the Association in its sole discretion, safety inspections will include the inspection of any books and records of the Contractor. Any remedial work requested by the Association as a result of a safety inspection must be satisfactorily completed by Contractor as a prerequisite to the operation or further operation of the affected carnival ride or equipment. Neither the right to perform safety inspections nor the performance of safety inspections shall impose any responsibility on the Association regarding the condition of the carnival rides or the equipment operated by the Contractor or relieve the Contractor from responsibility for ensuring that all carnival rides and equipment are safe and in good working order. The 31st DAA may arrange for a third-party, professional amusement ride inspection service. The Contractor shall reimburse the 31st DAA for direct expenses related to the professional amusement ride inspection services only if inspector has found and filed any violations. The Association's CEO will determine the degree or level of the violation to determine if any fee or a portion of the expense will be imposed.

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

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

- 13. Insurance, Licenses, Permits and Taxes. All insurance, licenses, taxes, and permits which are required by the State, the County, the City or required under the contract documents or for placement on the "CFSA Carnival Master Insurance List", or by local law or ordinance must be adhered to (or paid) and must be current and valid at all times during the performance of the agreement. All rides, games and concessions which Contractor proposes to operate on Fair's premises must be properly licensed and/or permitted prior to carnival operations.

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

- a. Janitorial services provided to the carnival as deemed necessary by Association. Contractor shall be responsible for the sole cost and expense for carnival area cleanup based upon any trash, debris, equipment, supplies or other materials left in assigned areas after departure.
- b. Any additional assistance, i.e., where labor, materials, and equipment are provided by Association to Contractor at Contractor's request.
- c. Any labor, equipment or materials that are provided at the direction of the Association's CEO in cases where health, safety, the Fair's image, or success is at risk and caused by actions or non-action of the Contractor.
- d. Contractor will only be charged for direct expenses for professional ride inspection (arranged for by Association) if violation is filed by inspector as outlined in Item 12b.
- e. Direct printing cost of Association-provided carnival tickets or promotional material.
- f. Fines, if applicable, incurred by contractor, but paid by Fair.

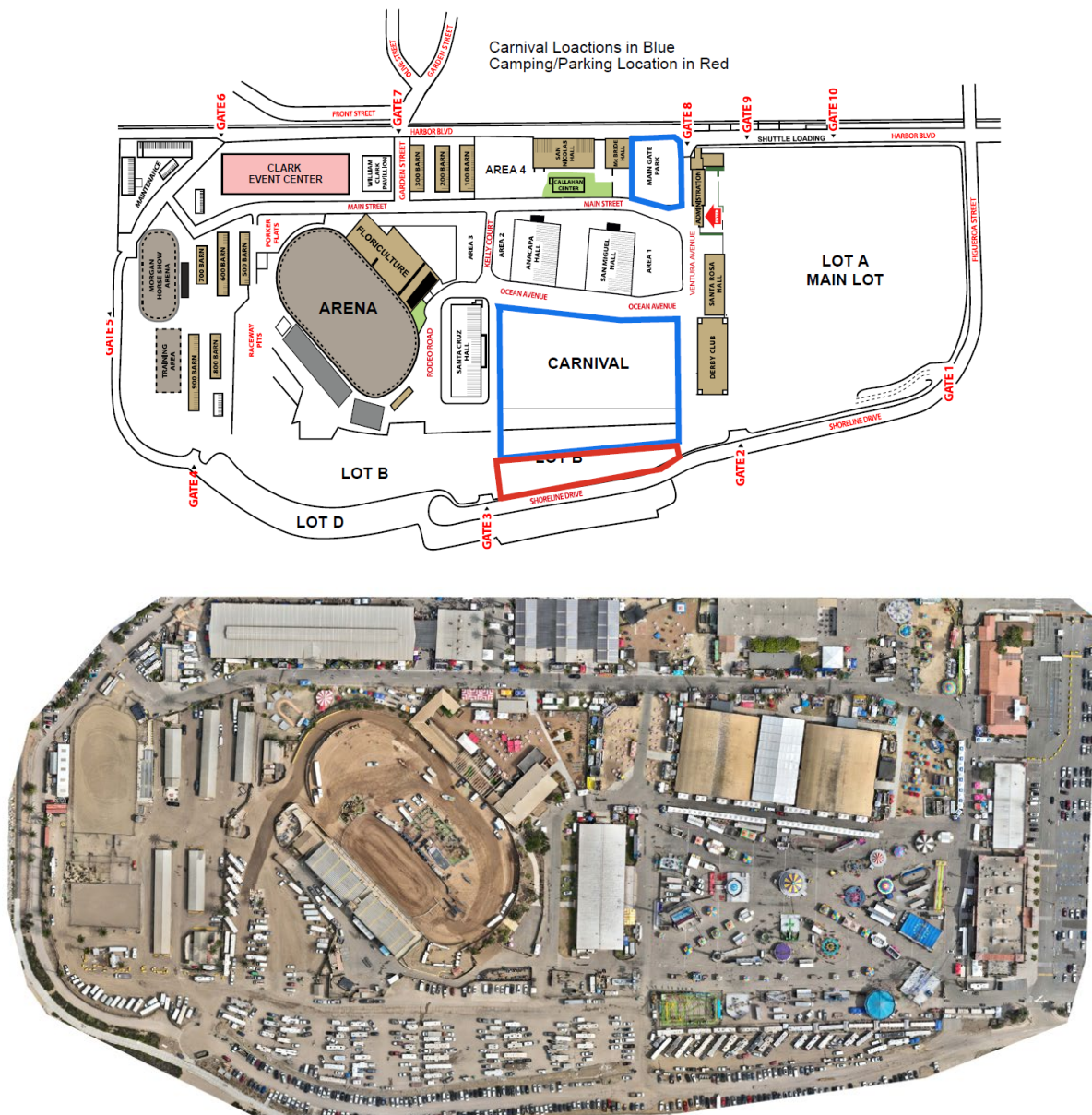
- g. Off-site parking and storage costs for carnival's equipment and vehicles.
- h. Games and/or food rates as designated on the face of this agreement.

E. HOSPITALITY

Contractor shall provide to the Association each year of this agreement:

1. VIP Passes/Coupons for promotional programs mutually agreed to by Association and Contractor. The contractor agrees not to provide VIP Passes/Coupons to any group or persons without the express written permission of the Association's CEO.
 - a. Read and ride tickets which is a promotional reading program for kids.
 - b. Gold cards for Fair Board Directors.

F. CARNIVAL AREAS & PARKING - *Specific areas are subject to change.*



PART 6

EVALUATION, SELECTION AND SCORING PROCESS

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

A. EVALUATION AND SELECTION PROCESS

1. Following the deadline for receipt of proposals as stated in Part 2, each proposal will be examined to determine if:
 - Submittal (receipt) was by the deadline time and date; and
 - The physical format requirements were met.

This is not a public review.

2. Proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for:
 - Review of technical and financial proposals,
 - Confirmation that the information is presented in the format required by the RFP,
 - All required documentation is included and correct.

Proposals that do not present the information in the format required may be rejected as non-responsive.

This is not a public review.

3. The Association reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracy are grounds for disqualification or receipt of a lower score. The Bidder shall be given the opportunity to respond to unfavorable information which has been acquired from references other than those provided by the Bidder.
4. The Committee will evaluate each proposal that meets the format requirements of the preceding Item 2 and assign points for the proposal.

This is not a public review.

5. The Committee may request interviews of the bidder for clarification of proposals. Following any interviews, the proposals may be re-scored.

This is not a public review.

6. Each Bidder/Contractor Status Form is reviewed to determine if any bidder claimed the small business preference. All bids claiming the small business preference must be accompanied by a copy of the State Office of Small Business and DVBE Services Branch Certification Approval Letter in order to be granted

a preference of five percent (5%). In order to obtain the average score for each bidder, the total points of *each* review will be added up for *each* bidder and the result divided by the number of people on the Committee.

- 7. The successful bidder is the bidder with the highest number of awarded points and is subject to the approval of the 31st District Agricultural Association (Ventura County Fair) Board of Directors and all appropriate State agencies.
- 8. Breaking Ties: In the event of a tie in determining the successful bidder, the tie will be broken by selecting the bidder tied for the highest score which scored the highest number of points for Safety in category 4 in the scoring criteria. If the scores are still tied, then 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.
- 9. All bidders will be notified of the results. Notice of the proposed bid award will be posted for five (5) working days at the Fair’s Administration Office. During that period, protest may be filed.

B. SCORING PROCESS

Submission should be in written form. Interviews may be conducted to clarify and elaborate on written proposals. Please see the tentative schedule in Part 2 for interview date.

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

- 1. Financial Quote Form..... 30 Points**
Bidder will complete the Financial Quote Form and include a printed, signed copy with the proposal.
- 2. Rides, Games, Concessions, and Enhancements..... 20 Points**

Provide a list and detailed descriptions and/or photographs of rides, games, food concessions, and shows proposed for the Fair. For each ride, include owner information, manufacturer and year made, capacity, admission price and California Permit No. For each game, food concession and show, include owner information, items offered, and price(s) to the customer. Include details of proposed comfort enhancement. A minimum of 60% of all rides and equipment listed must be owned by Contractor and available for the 2026 Fair. Include list of all other equipment to be provided including ticket booths, electric generators, vehicles, light towers, gate entrances, support units, maintenance facilities, and shade systems/structures. Include list of living quarters and related support units for employee living quarters.
- 3. Operation/Management Philosophies and Policies..... 10 Points**
Provide a copy of the personnel manual and applicable policies or statement of it. Provide company drug-testing policy and procedures for employees and contractors. Provide public relations and guest relations policies to include, but not be limited to, handling of customer complaints, employee hiring practices, games, rides, shows, and concession pricing policies.
- 4. Safety..... 15 Points**
Describe the Carnival’s current and historical safety policies and procedures including a copy of the Carnival’s safety handbook and any other worker health and safety related documents that are provided to Carnival employees. Describe Carnival’s employee safety training program. Describe Carnival’s safety record over the last five (5) years.

- 5. Promotions..... 10 Points**
List and describe suggested promotions for the term of the contract.
- 6. Past Experience and References..... 15 Points**
Minimum five (5) letters of recommendation from five (5) separate Fair managers, and/or venue managers dated within the last three (3) years (2025-2023). Each letter must contain the number of attendees who visited the venue during the contractor’s event. Each letter should be signed, dated and printed on agency/Fair letterhead. A minimum of two (2) of these letters must be from venues where the proposer was the master carnival contractor.
- Total Possible Points 100 Points**

PART 7

MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

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

- All bids submitted must follow the proposal format instructions;
- All information must be presented in the order and manner requested;
- All questions must be answered;
- All requested data must be supplied.

Proposals not following the required format will be deemed non-responsive and will be rejected.

B. PROPOSAL FORMAT AND CONTENT

Bidders will upload one (1) electronic copy (PDF) of their proposal for review. Information in this proposal is to be provided in the order requested, beginning with the cover letter page.

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

The first page of the proposal must be a **signed** cover letter on the letterhead of the bidder and contain the following statement verbatim (a scanned copy is acceptable):

“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the **RFP #26-01** to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting bidder, it is expressly agreed by the bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, bidder agrees that if the submitted proposal is not in the format of the RFP, bidder’s proposal will be deemed non-responsive.”

The person’s name must be printed clearly above the signature line and dated. If the bidder fails to submit this document, or it is not signed and dated, the proposal will be rejected as being non-responsive.

Next should be a **Table of Contents** and the following documents or forms:

- Copy of “State Office of Small Business & DVBE Services Branch Certification Approval Letter,” if bidder is claiming the Small Business Preference;

Lastly, Bidder must provide a response to all the information/documentation requested in Parts 4, 5 and 6.

PART 8

FORMS SECTION

A. MANDATORY FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

- Declaration of Carnival Operator Form
- Financial Proposal/Quote Form

B. FORMS TO BE COMPLETED BY SUBCONTRACTOR, IF APPLICABLE, AND SUBMITTED BY BIDDER

Include with written proposal (PDF) after pages for all requirements listed in Part 7b.

- Subcontractor's Certification Form

B. DOCUMENTS TO BE COMPLETED BY FAIR

- Notice of Proposed Award, after proposed awardee is determined.

C. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED

- Rental Agreement F-31
- Ventura County Fair Rules & Regulations – Carnival
- Concessionaires Terms and Conditions – Carnival
- Standard Contract Terms and Conditions
- California Fair Services Authority Insurance Requirements

DECLARATION OF CARNIVAL OPERATOR FORM

RFP #26-01

I am the owner, partner, officer, or director of _____ “Carnival Operator”. The Carnival Operator does business under the following name

_____.

Federal Tax ID # _____

Business Address (Physical):

Business Address (Mailing):

Contact Phone:

Contact E-Mail:

The Carnival Operator is: *(Check One)*

Sole Proprietorship

Partnership

Corporation

Limited Partnership

The persons who are authorized to enter into contracts on behalf of Carnival Operator are as follows:

NAME

TITLE

I declare under penalty of perjury under the laws of the State of California that the statements made herein are true of my own knowledge, except as to those statements that are made on information and belief, and as to those statements, I believe them to be true.

The proper licenses and/or permits have been obtained for all rides/fun houses, shows, game concessions, and food concessions supplied by the carnival operator prior to operating said rides/fun houses, shows, game concessions, and food concessions at the fair.

Print Name & Title

Signature

Date

FINANCIAL QUOTE FORM

Carnival Operator RFP #26-01

INFORMATION

Money offers will be accepted based on the Contractor paying the Fair a percentage of gross receipts from the operation of rides and shows (not less than 35%) and each food concession stand (not less than 20% per stand), and a flat fee for each game concessions stand (not less than \$6,500.00 per stand per year). The term of the agreement to be pursuant to this Request for Proposal shall be three (3) years with two, one (1) year options.

FORMULA

Total amount to be paid to the Fair based for each year on: \$1,000,000.00* multiplied by the offered percentage of gross ride sales plus \$10,000.00* multiplied by the offered percentage of gross “Express” Pass sales plus the rates offered to the Fair per food concessions stand and game concessions stand. The bidder with the high total financial offer will receive the maximum points as listed in Part 6b. All other bidders will receive proportionate number of points. Small business preference will be applied if applicable.

EXAMPLE

Offer Per Year is proposed percentage of ride and food gross multiplied by the Average* plus proposed percentage of “express” pass gross multiplied by “Express” Pass Average* plus offered amount to be paid per game concessions multiplied by minimum number of game stands to be offered.

Total Financial Offer is the sum of all five (5) years total offer per year.

Bidder Financial Offer Points is the bidders’ Total Financial Offer divided by highest Total Financial Offer and then multiplied by maximum points as listed in Part 6b.

**Averages chosen solely for computation purposes. These averages do not reflect historical or expected future revenues.*

SAMPLE BID PROPOSAL

Any Year:

$$\begin{aligned}
 &\underline{\$350,000.00} &= &\underline{\$1,000,000.00^*} &X &\underline{35\%} &&(\text{Proposed \% of ride gross}) \\
 &+ \\
 &\underline{\$ 1,000.00} &= &\underline{\$10,000.00^*} &X &\underline{10\%} &&(\text{Proposed \% of “express” pass gross}) \\
 &+ \\
 &\underline{\$20,000.00} &= &\underline{\$100,000.00^*} &X &\underline{20\%} &&(\text{Proposed \% of food gross}) \\
 &+ \\
 &\underline{\$ 130,000.00} &= &\underline{\$6,500.00} &\text{ Offered rate per game stand } &X &\underline{20} &\text{ \# game stands}
 \end{aligned}$$

= \$501,000 Total Financial Offer

Base Capitol Improvement Offer: \$ 10,000.00

Social Media Campaign Commitment by Contractor: \$ 20,000.00

To be scheduled and paid for by Contractor on Contractor’s accounts using marketing materials and messaging approved by the Fair.

OFFICIAL BID PROPOSAL

CARNIVAL OPERATOR RFP #26-01

2026: $\$ \underline{\hspace{2cm}} = \$ 1,000,000.00^* X \underline{\hspace{1cm}} \% \text{ (proposed \% of ride gross)}$

+

$\$ \underline{\hspace{2cm}} = \$ 10,000.00^* X \underline{\hspace{1cm}} \% \text{ (proposed \% of “express pass gross)}$

+

$\$ \underline{\hspace{2cm}} = \$100,000.00^* X \underline{\hspace{1cm}} \% \text{ (proposed \% of food gross)}$

+

$\$ \underline{\hspace{2cm}} = \$ \underline{\hspace{2cm}} \text{ (offered rate per game)} X \underline{\hspace{1cm}} \text{ (\# games)}$

= \$ **Total Financial Offer**

Base Capitol Improvement Offer: \$

Social Media Campaign Commitment by Contractor: \$

To be scheduled and paid for by Contractor on Contractor’s accounts using marketing materials and messaging approved by the Fair.

2027: \$ _____ = \$ 1,000,000.00* X _____ % (proposed % of ride gross)
 +
 \$ _____ = \$ 10,000.00* X _____ % (proposed % of “express pass gross)
 +
 \$ _____ = \$100,000.00* X _____ % (proposed % of food gross)
 +
 \$ _____ = \$ _____ (offered rate per game) X _____ (# games)
 = \$ _____ **Total Financial Offer**

Base Capitol Improvement Offer: \$ _____

Social Media Campaign Commitment by Contractor: \$ _____

To be scheduled and paid for by Contractor on Contractor’s accounts using marketing materials and messaging approved by the Fair.

2028: \$ _____ = \$ 1,000,000.00* X _____ % (proposed % of ride gross)
 +
 \$ _____ = \$ 10,000.00* X _____ % (proposed % of “express pass gross)
 +
 \$ _____ = \$100,000.00* X _____ % (proposed % of food gross)
 +
 \$ _____ = \$ _____ (offered rate per game) X _____ (# games)
 = \$ _____ **Total Financial Offer**

Base Capitol Improvement Offer: \$ _____

Social Media Campaign Commitment by Contractor: \$ _____

To be scheduled and paid for by Contractor on Contractor’s accounts using marketing materials and messaging approved by the Fair.

2029: \$ _____ = \$ 1,000,000.00* X _____ % (proposed % of ride gross)
 +
 \$ _____ = \$ 10,000.00* X _____ % (proposed % of “express pass gross)
 +
 \$ _____ = \$100,000.00* X _____ % (proposed % of food gross)
 +
 \$ _____ = \$ _____ (offered rate per game) X _____ (# games)
 = \$ _____ **Total Financial Offer**

Base Capitol Improvement Offer: \$ _____

Social Media Campaign Commitment by Contractor: \$ _____

To be scheduled and paid for by Contractor on Contractor’s accounts using marketing materials and messaging approved by the Fair.

2030: \$ _____ = \$ 1,000,000.00* X _____ % (proposed % of ride gross)
 +
 \$ _____ = \$ 10,000.00* X _____ % (proposed % of “express pass gross)
 +
 \$ _____ = \$100,000.00* X _____ % (proposed % of food gross)
 +
 \$ _____ = \$ _____ (offered rate per game) X _____ (# games)
 = \$ _____ **Total Financial Offer**

Base Capitol Improvement Offer: \$ _____

Social Media Campaign Commitment by Contractor: \$ _____

To be scheduled and paid for by Contractor on Contractor’s accounts using marketing materials and messaging approved by the Fair.

**Averages chosen solely for computation purposes. These averages do not reflect historical or expected future revenues.*

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

_____	_____
Firm Name	Telephone Number
_____	_____
Address	City/Zip Code

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

By signing this Financial Quote Form, the bidder certifies 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 Fair in any manner.

_____	_____
Signature	Title

Date Signed	

SUBCONTRACTOR'S DECLARATION

I, _____ declare as follows:

I am the owner, or an officer or director of the owner ("owner"), of the items listed at the bottom of this subcontractor's declaration (attach additional sheet if necessary). I am providing this equipment to the following carnival operator ("operator") for use during the _____ year.

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

The State of California, any district agricultural association, county fair or citrus fair is not a party to any agreement between me (the subcontractor), and the operator regarding the described items and concerning use of the items.

I hereby hold harmless the State of California, California Fair Services Authority, any district agricultural association, county fair or citrus fair from any and all liability arising from use of the item(s) at any time during its transportation to or from, during installation or removal from, or while in operation at any district agricultural association, county or citrus fair.

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

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration is signed this _____ day of 202____.

Legal Name of Owner: _____

Phone Number: _____

By: _____

List of Items

Name of item

ID (Serial No., or Permit No., etc.)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NOTICE OF PROPOSED AWARD

Request for Proposal

#25-07

The 31st District Agricultural Association announces proposed award of their contract for a Three-Year (3) with Two (2) One-Year Options for Carnival Operations to:

Carnival Operator

If no protest is filed by 5:00 p.m. on January XXth, 2026 the award will be final.

CARNIVAL AGREEMENT

This Agreement by and between the **31st District Agricultural Association** hereinafter called the Association, and **Contracting Company Inc.** hereinafter call the Renter,

Witnesseth:

1. **That Whereas**, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **Event Dates:**
Move In: July XX, 2026 Move Out: August XX, 2026
2. **Now, Therefore**, Association hereby grants to the Renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this Agreement:
MIDWAY LOT.
3. The purposes of occupancy shall be limited to: Operation of State approved Adult/Kiddie rides as listed: **Sample Ride (7 digital credits), Sample Ride (4 digital credits) and Sample Ride (4 digital credits)** and shall be for no other purpose or purposes whatsoever. **Note: All rides and shows must bear current CAL-OSHA permits in order to set-up on the Ventura County Fairgrounds.**
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below. **Sample terms go here.**
5. Renter shall pay for the following services and fees that are not included in the payment structure in Provision 4 above: **Renter Damage (if any), Uniforms, Camping and/or Housing, Golf Cart Permit, and Badges.**
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees for any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Worker's Compensation law and Renter 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 Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter 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 page 3 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she 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 Renter 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.
13. **Special Provisions: Rules, Regulations & Acknowledgment, Exhibit A – Handbook & Acknowledgment Form, Exhibit B – Std. Terms & Conditions (this form is hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>), Exhibit C – Insurance Requirements, Exhibit D – Worker's Compensation, Exhibit E – Drug Free Workplace Certification, Exhibit F – Background Checks, Megan's Law Screening, Drug Screening and Bidding List are incorporated into this agreement & shall be binding. This agreement is non-transferable.**
14. This agreement is not binding upon the Association until it has been duly accepted and signed by its authorized representative and approved by the Department of Food and Agriculture and the Department of General Services.
IN WITNESS WHEREOF, This agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.

31st District Agricultural Association
10 W. Harbor Blvd.
Ventura, CA 93001

By
Title: Heidi Ortiz, CEO
Date:

Contracting Company Inc.
1234 Anyplace Ave
Someplace, USA 678910

By
Title: Contract Signatory, Event Mngr.
Date:

EXHIBIT A

CORE CARNIVAL

31st District Agricultural Association

2026 Ventura County Fair

I have read and will abide by the contents of the MIDWAY HANDBOOK which is named "EXHIBIT A" in my contract with the 31st District Agricultural Association

Please Print

Contracting Company Inc. _____

Company Name

26-XXX _____

Contract Number

Owner/Contractor Signature

Date

Per Paragraph 2 of the Ride and Show Operations section of Exhibit A, daily ride inspections at the Ventura County Fair must be either performed or supervised and signed by a member of Contractor's staff with either NAARSO or AIMS Level 1 or higher current certification. Please provide:

Certifying organization (AIMS / NAARSO): _____

Name: _____

Certification level: _____

Certification number: _____

Certification expiration date: _____

Rides may not be set up without this information on file. A copy of the individual's membership card showing the above information may also be attached.

EXHIBIT C

INSURANCE REQUIREMENTS

(revised effective January 1, 2023)

I. Evidence of Coverage

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

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

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00 01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,

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

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

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per occurrence 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 occurrence for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
- d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

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

sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

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

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

7. Insured: The contractor/renter must be specifically listed on the Insurance Policy.

OR

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

OR

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

OR

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

II. General Provisions

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

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter for, or for, hazardous participant events (see subsection 4. below) 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 and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

2026 VENTURA COUNTY FAIR

WORKER'S COMPENSATION

EXEMPT STATEMENT

EXHIBIT D

I hereby certify that I am an independent contractor and have no paid or volunteer employees and therefore worker's compensation insurance which is required for each contract as stated in item #4 on Std. 2 SCTC, (standard terms and conditions), does not apply to me.

I am aware that this statement is for the internal use of CFS and the Ventura County Fair and does not alter the workers' compensation requirements in the labor code of the State of California defining "employees".

COMPLETE THIS FORM ONLY IF YOU HAVE NO PAID OR VOLUNTEER EMPLOYEES.

Company Name

Signature of Contractor

EXHIBIT E

State of California
DRUG-FREE WORKPLACE CERTIFICATION

Company Name: **Contracting Company Inc.**

From and after the "Date Executed" and until _____, and at the election of the contractor or grantee, the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without the necessity of requiring the contractor or grantee to provide a new and individual certificate for each such contract or grant. If the contractor or grantee elects, as provided above, by filling in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate was separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about any of the following:
 - a) The dangers of drug abuse in the workplace.
 - b) The person's or organization's policy of maintaining a drug-free workplace.
 - c) Any available counseling, rehabilitation and employee assistance programs, and
 - d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c) that every employee who works on the proposed contract or grant:
 - a) Will receive a copy of the company's drug-free policy statement and
 - b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that his certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIALS NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR OR GRANT RECIPIENT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

SAMPLE

Exhibit F
31st District Agricultural Association
Badging list / Drug Screening / Background Check / Megan's Law
Screening Certification

The 31st District Agricultural Association (District) is committed to the public safety of all who attend the Annual Ventura County Fair. All ride operators, game operators, and food vendors conducting business on the midway during the District's annual Fair are required to conduct lawful drug screening, criminal background check, and Megan's Law screening of employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on the District's premises. Entities must certify in writing below they have conducted the required screening and will indemnify the District for any negligence arising out of or connected with its obligations pertaining to the required screenings. The entity's drug screening program must be lawful under all applicable local, state, and federal laws and entities must use a California- or United States-certified drug testing procedure. Any individual who fails the drug screening, is a registered sex offender and/or whose name appears on the California Department of Justice's Megan's Law database, or has been convicted of a sexually-related criminal offense and/or a felony criminal offense within five years of opening day will not be eligible to work or volunteer on District premises. For additional information on California's Megan's Law database, please refer to www.meganslaw.ca.gov, a free service provided by the California Department of Justice.

The attached employee listing form must be completed legibly with all requested information. You may use your own typewritten or computer-generated form provided that all required information is included in your form and the listing is submitted with this Exhibit. An authorized representative of the contractor must sign the certification section.

Company/Organization name: **Contracting Company Inc.**

Contact name: _____ Contact telephone number: _____

Type of operator (check applicable boxes): Ride: _____ Game: _____
Midway: _____

The undersigned represents and warrants the attached employee listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual Ventura County Fair. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing identifying those individuals.

Drug screening: The undersigned represents and warrants Contractor maintains a lawful drug screening program and it has conducted lawful drug screenings in accordance with that program of all persons scheduled to work or volunteer for Contractor during the Ventura County Fair by placing a check mark in the appropriate column next to that person's name on the attached listing. The undersigned further represents and warrants that no individual who fails Contractor's lawful drug screening program will be assigned or permitted to perform services on behalf of Contractor at or on District premises.

Background checks: The undersigned represents and warrants Contractor has performed a lawful criminal background check of all persons scheduled to work or volunteer for Contractor during the Ventura County Fair by placing a check mark in the appropriate column next to that person's name on the attached listing. The undersigned further represents and warrants Contractor will not assign to work at the Ventura County Fair any person who has within five (5) years before opening day of this year's Fair received a conviction for any sexually-related criminal offense and/or a felony criminal offense involving violence to another person. "Conviction" as used herein means an adjudication of guilt, any court-ordered sentence following a plea of guilty or no contest, or any court-ordered delayed or postponed adjudication, including deferred adjudication, withheld adjudication, and similar dispositions.

Megan's Law screening: The undersigned represents and warrants Contractor has screened all persons scheduled to work or volunteer for Contractor during the Ventura County Fair for sex offender registration before the person has commenced work services, and/or was present at the District's facility by placing a check mark next in the appropriate column next to that person's name on the attached listing. The undersigned further represents and warrants Contractor agrees that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on District premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless the District from and against any and all claims, damages, losses, expenses, of every kind, nature, and description (including but not limited to, attorney's fees, expert fees, and costs of suit), direct or indirectly arising from, or in any way related to the performance or nonperformance of any of Contractor's obligations above, regardless of responsibility or negligence; by reason of death, injury, property damage, 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 the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute these Drug Screening, Background Check, and Megan's Law Screening certifications and listings on behalf of Contractor.

Company/Organization Representative's Signature

Date

Printed Name

**31st District Agricultural Association
Midway Badging Authorization and Drug Screening, Background Check, and
Megan's Law Certification**

**Only persons listed below are authorized to receive a badge for the Ventura County Fair, and must present a valid governmental-issued identification or valid passport/visa at time of badging.
Original and replacement badges are \$20 each and payment is due at time of badging or may be deducted from midway ride and game revenue checks.**

CONTRACTOR NAME: **Contracting Company Inc..**

Authorized by: _____

Date: _____

SAMPLE

	Last Name	First Name	Drug Screen	Background Check	Megan's Law	Payment Required
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

SAMPLE