



ALAMEDA COUNTY AGRICULTURAL FAIR ASSOCIATION

*REQUEST FOR PROPOSAL*

Master Food and Beverage Concessionaire Service

**DATE ISSUED: June 3, 2024**

**BIDS MUST BE RECEIVED NO LATER THAN  
September 23, 2024 – 4:00PM**

*ALAMEDA COUNTY FAIRGROUNDS  
4501 PLEASANTON AVENUE  
PLEASANTON, CA 94566*

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**I. TERMS OF REFERENCE**

- Association: Refers to the Alameda County Agricultural Fair Association, a non-profit charged with the management of the Alameda County Fairgrounds facility and promoter of the annual Alameda County Fair.
- Bidder/Proposer: The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
- RFP: Request for Proposal
- Contractor: Refers to the Bidders selected by the Association to provide the services set forth in this RFP. Terms can be used interchangeably.
- Qualified: The term “qualified” used in this document refers to the bidders who have submitted the proposal per the requirements and the bidders who have submitted the proposal per the requirements as stated in the RFP.
- Responsive: Proposals that are timely, meet the proper format required for submission, and provide the required information pursuant to the criteria outlined in the RFP will be considered “responsive”.

## II. GENERAL INFORMATION

The Alameda County Agricultural Fair Association hereby referred to as Association is requesting proposals for the purpose of obtaining a Master Food and Beverage Concessionaire, hereby referred to as Contractor from January 1, 2025, to December 31, 2029, with two (2) 5-year options to renew. The agreement options are to be exercised independently and at the Association's sole discretion.

### A. REQUESTS FOR PROPOSAL (RFP)

The Association is issuing this Request for Proposals (RFP) and plans to grant a contract to an eligible food and beverage concessionaire. Information on the project's scope, the required proposal content and selection process is in the RFP.

### B. BIDDER RESPONSIBILITY

Bidders are urged to read the documents thoroughly as the Association shall not be responsible for errors and omissions on the part of the bidder. Careful review of final submittals is highly recommended, as reviewers will not make interpretations or correct defects of the bidder.

By submitting a Proposal, the Bidder affirms their financial capacity and stability to fulfill the contract's responsibilities if it is awarded to them. More than one proposal from an individual, firm, partnership, or association under the same or different names will not be considered.

The Association is not liable for any costs of preparation or presentation of proposals.

### C. QUESTIONS

All questions concerning this Request for Proposal must be emailed to: [amoore@alamedacountyfair.com](mailto:amoore@alamedacountyfair.com) by September 3, 2024. Phone calls will not be accepted. Verbal responses to any inquiry cannot be relied upon and are not binding on either party.

All questions and answers will be shared with all interested bidders who attended the mandatory site visit. Only questions concerning the technical requirements of this RFP will be answered. The Association will be open and transparent with all potential service providers throughout the RFP process.

### D. MANDATORY SITE VISIT

For bidders planning to submit a proposal there is a mandatory site visit during the annual Alameda County Fair on June 28, 2024, at 3pm. Bidders must RSVP for the site visit no later than June 10, 2024, via email to: [sskinner@alamedacountyfair.com](mailto:sskinner@alamedacountyfair.com).

#### E. DELIVERY OF PROPOSALS

Proposers must submit one (1) original and four (5) identical numbered copies of each proposal in a sealed package marked as follows:

All Proposals must be submitted on 8.5" x 11" paper vertically bound, with tabbed section headings clearly labeled in the format described in this RFP and an emailed copy to: [amoore@alamedacountyfair.com](mailto:amoore@alamedacountyfair.com). Larger paper (11" x 17" preferred) is permissible only for plans, charts, spreadsheets and other exhibits, except as otherwise specifically required in this RFP.

Proposals shall be submitted by hand delivery or other courier service with proof of delivery.

All timely proposals will be binding for 90 days from submittal or until an agreement is awarded, whichever is earlier. By submitting a proposal, the Proposer agrees to be bound thereby if its Proposal is accepted by the Association.

Proposals shall not exceed 25 pages (excluding supplemental attachments). Proposals should be printed single sided and use a font size no smaller than 10 pt.

Proposals must be physically received prior to the closing time and at the place stated below. Acceptance of a late a late proposal will be at the discretion of the Association.

Proposals must be received by 4:00PM on September 23, 2024:

Alameda County Agricultural Fair Association  
Chief Operating Officer  
4501 Pleasanton Avenue  
Pleasanton, CA 94566

#### F. PROPOSAL WITHDRAWAL

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

#### G. CONTRACT AGREEMENT

If a license agreement is awarded because of this Request for Proposal, it will be awarded to the respondent who is responsible and whose proposal provides the best potential value to the Association.

The successful Bidder will be required to execute a negotiated agreement, with elements

of the Bidders' proposal, and the Associations approved sample standard contract language (Exhibit B).

The license agreement will contain the relevant provisions of this Request for Proposal and other terms and conditions, which are mutually agreed upon.

In the event of any inconsistency between this Request for Proposal, and the ensuing license agreement, the license agreement shall govern.

#### H. INTERVIEW

Qualified Bidders will be invited to participate in a mandatory in-person presentation and interview. Interviews will be scheduled for late October 2024.

#### I. ASSOCIATION RIGHTS RESERVED

The Association has the right to cancel this Request for Proposal at any time and to reissue it for any reason whatsoever without incurring any liability and no respondent will have any claim against the Association. The Association is not required to award an agreement.

An evaluation committee will review each proposal. The Association reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.

The Association, at its sole discretion, shall select the responsive Bidder that will provide the best service to the Association and the community. The submission of a Proposal by any Bidder does not in any way commit the Association to enter into an agreement with that Bidder, or any other Bidder.

The Association further reserves the right to operate the service internally, and not award a contract to any of the Bidders.

All agreements arising out of Proposals submitted hereunder (including any negotiations that follow) shall not be binding on the Association, its officers, employees, or agents, unless duly executed by the Association in accordance with applicable laws and procedures.

The Association reserves the right to verify any reference disclosed in the submitted Proposals or to ascertain the accuracy of the information presented. Misinformation or inaccuracies are grounds for disqualification.

The proposal and accompanying documentation submitted by the bidders are the property of the Association and will not be returned.

#### J. AMENDMENTS

Any amendments made by the Association to the Request for Proposal will be issued in writing. The Association may modify the RFP up to three (3) business days prior to the submission of final Proposals by issuance of a written addendum to all parties who attended the mandatory site visit. Addendum will be numbered. Any addenda so issued is to be considered a part of this RFP document.

#### K. ERRORS

Any discrepancies, omissions, ambiguities, or conflicts in the RFP, or doubts as to meaning, shall be brought to the Association's attention not later than five (5) days prior to Proposal due date. Otherwise, any discrepancies, omissions, ambiguities or conflicts later brought to the Association's attention will be interpreted in the best interest of the Association.

All interpretations and clarifications will be a written addendum to the RFP. All Bidders are responsible for inquiring as to the addendum issued and providing an email address to receive any written addendum to the RFP. All addenda become part of the agreement documents.

#### L. CONFIDENTIALITY

The Association will hold the contents of all proposals in confidence until the Bid is awarded; once issued and posted, no proposal will be treated as confidential. However, if a bidder maintains that certain information is proprietary, all proprietary or other legally protected materials must be identified at the time of submitting the proposal to retain the claim of confidentiality.

Upon receiving the RFP, the Contractor commits to maintaining the confidentiality of all RFP contents until the bid is officially granted.

#### M. LOBBYING PROHIBITED

Any party submitting a Proposal or a party representing a Bidder shall not influence or attempt to influence any member of the Evaluation Committee, any member of the Fair Board, any member of the County Board of Supervisors, or any employee of the Association, regarding the acceptance of a Proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to disqualification.

#### N. CONFLICT OF INTEREST

By submitting a Proposal, a Bidder warrants and covenants that no official or employee of the Association nor any business entity in which an official or employee of the Association is interested; has been employed or retained to solicit or aid in the procuring of this Agreement.

### III. BACKGROUND

#### A. MISSION

The mission of the Alameda County Agricultural Fair Association is to assure the long-term viability of the Alameda County Fairgrounds, present an exceptional annual Fair that celebrates the heritage and diversity of Alameda County, and provide year-round opportunities for facility usage. We celebrate you!

#### B. VISION

Our Fairgrounds will provide an inclusive, family-friendly environment where community, diversity, innovation and excellence are encouraged and celebrated.

#### C. HISTORY

“Oldest One Mile Racetrack in America”

In 1859, Don Refugio Bernal established a one-mile horseracing track on a portion of his 52,000-acre land grant in the Amador Valley, Rancho del Valle de San Jose.

Augustine and Antonio Bernal became owners of their father’s track in the hamlet of Alisal (now Pleasanton) upon his death. By 1877, the track was sold to Joseph Nevis who began operating the track as a business venture. In 1883, multimillionaire Australian horse breeder Monroe Sailsbury purchased the track and operated it as the Pleasanton Stock Farm. He shipped Pleasanton grown hay to England at a cost of \$50 per tome, as the best hay in the world.

East Coast Thoroughbred owners began shipping their horses by rail to Pleasanton to train in the mild winter climate. The legendary Seabiscuit also trained at the track in Pleasanton. By 1911, the track had changed hands several more times.

In 1912, the first Fair was held at the racetrack in Pleasanton. A group of local farmers, ranchers, bankers, and business leaders formed a non-profit organization and pledged their personal assets as collateral to fund the Annual Fair and Race Meet.

In 1933, California legalized wagering on horse races. California’s network of Fairs, and three universities were determined to be the beneficiary of legalizing gambling. In short, gaming was legalized to support California’s Fairs, just as the Lottery was legalized to support California schools. Prior to this time several failed attempts were made by private racetracks to legalize gambling. The public only supported gaming when it was tied to supporting a higher public good, California’s Fairs.

By 1941, the Fair Association had purchased the first 10 acres of what is now the **267**-acre Fairgrounds. The 10-day Fair and Race Meet of 1941 was touted by the Oakland Tribune as “Northern California’s Largest County Fair”.

The non-profit Fair Association subsequently donated the property to the people of Alameda County to guarantee in the future that people of this region would have Fairgrounds and Racetrack. The County in turn contracts with the non-profit Fair



Association to operate, manage, and improve the Fairgrounds. NO TAX DOLLARS are used to operate, maintain, or build facilities at the Fairgrounds.

#### D. THE FAIRGROUNDS TODAY

The Fair Association continues to provide significant public benefits without receiving any tax support. As a non-profit, the Fair Association has an annual operating budget of over \$30 million. The annual payroll is over \$8 million.

The Fairgrounds generates more than \$300 million of annual economic benefit to the regional community. The Fair Association continues to provide positive benefits to the region. It has received many industry awards over the past several years, including sixteen International Awards.

#### E. AMENITIES AND ACTIVITIES AT THE FAIRGROUNDS

More than 3 million guests attend over 300 events each year at the Fairgrounds.

Larger events like Good Guys Car Show, Scottish Games, and Night Market draws up to 60,000 people to the Fairgrounds on a weekend.

The Annual 18-day Alameda County Fair draws nearly 450,000 guests.

A 9-hole executive Golf Course is inside the Racetrack.

A large Golf Driving Range (with night lighting) is located along Valley Avenue.

The Off-Track Betting Facility (OTB) has more than \$56 million in wagering each year, importing horse racing from around the world. Dining is also available at the Off-Track Betting Facility.

The 12-day Live Horse Race Meet each summer generates some \$33 million in wagers.

The Fairgrounds serves as a multimodal transportation hub between BART, Wheels, the Altamont Commuter Express train (ACE), and large employers in the region.

A wide variety of “ethnic festivals” including: the Scottish Highland Games, Night Market, Hawaiian Festival, Diwali Festival of Lights, and Islamic Prayer Gatherings.

The variety of other events on the grounds include weddings, picnics, corporate parties, reunions, corporate training and events, etc.

Many non-profit organizations conduct fundraising events at the Fairgrounds in support of scholarships for underprivileged youth, blind children, Seniors in Retirement (SIRs), various community service organizations, etc...

Several corporate events ranging from large multi-day trade shows, company meetings, training seminars, focus groups, and Board of Director meetings.

The Fairgrounds offers one of the only overnight RV facilities in the region and makes RV

and Boat Storage available for a monthly fee.

The annual Youth Livestock Auction during the Fair provides nearly \$1M in funds to youth throughout the region.

The Fairgrounds is designated as a regional Disaster Recovery Center by the State Office of Emergency Services.

#### F. THE FUTURE

The Fair Association's non-profit Board of Directors seeks to operate the Fairgrounds in a professional business manner and maintain prudent cash reserves in the event of an emergency. The Fair Association operates, maintains and enhances the existing facilities for the benefit of generations to come.

With the "Oldest One Mile Racetrack in America", the Association hopes to continue its horse racing program, expand the number of live race days in Pleasanton, and generate larger purse funds.

The Association adopted a facility vision plan in 2015. The Board and staff are actively implementing the vision as time and funding allow. Implementation of vision will over time increase use of the facility and continually grow food and beverage sales.

Visit [www.alamedacountyfair.com](http://www.alamedacountyfair.com) for more information about the Alameda County Agricultural Fair Association.

## IV. SCOPE OF SERVICES

### A. GENERAL REQUIREMENTS

The Concessionaire will have the rights, unless otherwise noted in this RFP, to sell food and beverages on the Alameda County Fairgrounds. The Association reserves the right to exclude the Off-Track Betting Facility, Jockey Clubhouse, The Stable Gate Café, The Wine Garden, Golf Course and Driving Range and other events where food is an integral part of the event or any future license hold interests.

### B. ANNUAL ALAMEDA COUNTY FAIR

The 2023 Alameda County Fair was a twenty (20) day event, with an attendance of 445,000. The Association's in-house concessions team oversees the independent food concessions during the annual Fair. Alcoholic beverage concessions are located throughout the property, including the Grandstand. Contractor will have the exclusive right to pour alcoholic beverages and provide food service. Association reserves the right to exclude specific areas based on current partnership obligations.

- a. Concession Stands, Bars and Restaurants in permanent locations
  - i. Building A concession stand
  - ii. Building B concession stand
  - iii. Building B outdoor bar
  - iv. Stable Gate Café Restaurant
  - v. Farm House Restaurant
  - vi. Off-Track Betting Turf Club Restaurant
  - vii. Off-Track Betting Snack Bar
  - viii. Off-Track Betting Bar
- b. Grandstand
  - i. Five (5) bars
  - ii. Five (5) concession stands
  - iii. Trackside Terrace – upper-level catered dining area
  - iv. Sky Lounge – fourth floor, catered dining area and two (2) bars

### C. YEAR-ROUND EVENTS (NON-FAIRTIME)

The Association hosts nearly 250 year-round public and private events each year, the majority taking place during the weekends. Attendance at these events varies. The Contractor will provide food and beverage during these events.

### D. PUBLIC EVENTS (NON-FAIRTIME)

The Contractor will have the exclusive food and beverage concession sales at most public events (Exhibit E).

- a. The Contractor will have the exclusive right to food and beverage sales from concession trailer(s) or permanent and temporary concession stands provided by the Contractor and

from temporary food and beverage set up inside buildings and in temporary spaces around the venue.

- b. The Contractor is permitted to hire sub-contractors.
- c. Association reserves its rights to waive or negotiate specific terms with the Contractor for an event that may require specific food and beverage services.

#### E. PRIVATE EVENTS (NON-FAIRTIME)

Contractor will have the first right of refusal to provide food and beverage for most events, receptions, parties, or other events held on the Alameda County Fairgrounds on a non-exclusive basis, except those noted on Exhibit E, excluded events)

#### F. SPONSORED EVENTS AND FAIR ENTERTAINMENT SUPPORT

Contractor will provide food and beverage for Association sponsored events such as Board functions, employee gatherings, backstage catering service for the Fair, Fair Foundation events and awards banquets, at a negotiated rate.

#### G. OPERATIONAL REQUIREMENTS

The Alameda County Fairgrounds is a cashless venue for food and beverage. The contractor must be able to operate in a cashless environment where all revenue is deposited directly in the Association's merchant account; contractor invoices Fairgrounds for payment. This includes sub-contractors for year-round events. The Association reserves the right to remain cashless and/or accept multiple forms of payment.

Contractor must provide and manage the Point-of-Sale system (POS) that accepts multiple types of credit card payments such as Visa, Master Card, American Express, Discover, and Apple Pay; including a contactless feature and the ability to provide the customer with a receipt. The POS system shall offer real-time reporting, including specific information on sales locations and their corresponding revenues. Additionally, Contractor should grant the Association daily, weekly, and monthly access to view these reports. The POS system must have the ability to link to the Association's merchant account for direct deposits.

#### H. MANNER OF PAYMENT, RECORD KEEPING, REPORTING AND RIGHT TO EXAMINE RECORDS

- a. Contractor shall maintain true and accurate records showing all business transactions. Such records need to be maintained in a manner acceptable to the Association and will be subject to audit by the Association at any time.
- b. Contractor agrees that as a part of its record-keeping activities it shall, at its own cost and expense, install and maintain such Point-of-Sale equipment as may be deemed necessary by the Association. The Association may audit Point of Sale, concession operations, and alcohol sales daily.

- c. The Association shall have the right to examine all such books and records at any time during the agreement and a one (1) year period following the termination of this agreement, including but not limited to, Federal and State income tax returns and State sales tax return records.
- d. Contractor is required to submit invoices to the Association within seven (7) days of any event. After the Association has audited and approved the invoices, payments will be processed and directed to the Contractor's designated office.
- e. Payments to the Contractor will be based on and agreed upon percentage of all food and beverage sales. The Association's auditing procedures will require the Contractor to provide the Association's auditor with a daily accounting of their total gross sales, which should include sales tax and tips. This accounting should include a summary report for each sales location and seller. Reporting must be generated or backed up by the electronic POS system. Contractor agrees to comply with all adopted sales and reporting procedures even if adopted after the commencement of this agreement.

#### I. SURRENDER OF ABC LICENSE

At the discretion of the Association, other excluded events (Exhibit E) or should Contractor elect not to provide food and beverage or any services to an event, the Contractor must willingly surrender their ABC license to allow food and beverage service at the event.

#### J. STANDARDS OF QUALITY, VALUE, AND SERVICE

- a. The Contractor will conduct all of its operations in a first-class, professional, business-like, and efficient manner consistent with a premier, professional Fair, event facility, Grandstand and Amphitheater.
- b. All supplies, portions and brands used by Contractor or sub-contractor in fulfillment of its obligations under an agreement are subject to the Association's prior written consent. The contractor is prohibited from entering into any exclusive or sponsorship agreement with any supplier without the prior written approval of the Association, which shall not be unreasonably withheld. Association will retain one-hundred percent (100%) of revenue from Association-initiated sponsorships. Association reserves the right to enter into agreements for preferred and/or exclusive marketing partnerships that require specific brands to be sold.
- c. Contractor and Association will review annually: menus, pricing, quality, presentation, portion size. Association shall be entitled to review and approve all items. All pricing must be mutually agreed upon.
- d. The Contractor shall post printed rates and prices for all goods and services in locations approved by Association management. Handwritten rates and prices are prohibited by the Association.

- e. The Contractor is required to curate a regional wine selection for the Wine Garden, complemented by a variety of local craft beers.
- f. Every aspect of the operation shall be subject to the Association's ongoing approval and failure to perform according to the standards will be cause for termination. Replacement of designated on-site manager is subject to the Association's approval. The designated on-site manager is required to attend weekly staff meetings of the Association.
- g. Proposers will have the opportunity to review existing equipment during the mandatory walkthrough.
- h. As part of this agreement, Contractor is permitted the use of office and storage space.
- i. All necessary equipment for the operations of restaurants, concessions and bars is the responsibility of the Contractor.
- j. Within thirty (30) days of installation of personal property, Contractor must submit to the Association a list of personal property used, these items will be the only items permitted to leave the property.

#### K. USE OF PREMISES / UTILITIES AND MAINTENANCE

- a. Contractor shall not use or permit the subject premises to be used in whole or part during the term of this agreement for any purpose other than as herein set forth without the prior written approval of the Association.
- b. Contractor shall accept the premises in their existing condition. No warranties expressed or implied, as to the existing condition of the premises have been made to the Contractor. Contractor understands that any required improvements will be their sole responsibility unless the Association agrees in writing to provide financial and/or labor in support of an improvement
- c. Contractor shall maintain the premises and the facilities and equipment to which Contractor, Contractor's employees, agents, subcontractors or any member of the public has access. Contractor agrees to return the equipment in the same or better condition as it was on agreement commencement date. Inventory of all facilities and equipment and a note of their condition shall be incorporated into the agreement.
- d. Contractor shall be responsible for maintenance costs and any damage to Association owned property. If property is damaged due to fire or other peril caused by the Contractor, the Contractor's liability coverage will be called upon to respond to any loss.
- e. Contractor shall also submit a detailed maintenance report of all maintenance performed on Association owned equipment for the previous annual period. Report shall be submitted to Association on January 31, of each calendar year.

- f. Contractor shall not make any alteration or improvement, or otherwise permanently affix any personal property, to the lands or improvements of the fairgrounds without a specific written authorization of the Association for any purpose.
- g. Contractor shall utilize the premises in an orderly manner and shall observe and comply promptly with all rules, regulations and directives such as statutes, ordinances, rules, regulations, directives, and orders now existing or may hereafter provide concerning the use and safety of the premises.
- h. The Contractor at its own cost and expense shall furnish and maintain all telephone, internet and TV service as required for operations. It is the Contractor's sole responsibility to secure their equipment and leased areas. The association will not be responsible for any losses or repairs from vandalism. The Association shall not be liable for loss or damage to the property of the Contractor from any cause whatsoever.
- i. Association shall maintain structural repairs such as roof, foundation and walls. Association will also provide water, gas and sewer services.
- j. The Contractor shall furnish at its own expense all common and skilled labor for the moving and setting up and dismantling of any temporary concession stands or other equipment at the premises. All labor employed by agreement or to perform work under this agreement are employees of the agreement and not of the Association.
- k. The Contractor is responsible for the disposal of all litter associated with Contractor's operation and will provide janitorial service, pickup and removal of all litter within a defined area of operation that includes the work area, service area and adjacent public area into garbage receptacles provided by Association. Contractor shall also be responsible for collection and disposal of all cooking oils, grease interceptor maintenance, hood maintenance, refrigeration maintenance, any other returns maintenance related to food and beverage operations.

#### L. PUBLIC SAFETY

- a. Public safety is our top priority; the Contractor will ensure that the actions of officers, agents, and employees cannot be judged negligent. Contractor will ensure the professionalism of its employees including, but not limited to appearance, customer service skills and communication skills.
- b. Contractor will abide by the Association's Emergency Operations Plan, Crisis Communication Plan and all other relevant policies and procedures.
- c. Contractor will ensure all food and beverage concessions are fully accessible for disabled patrons. Contractor shall ensure all exposed cables and hoses on fairgrounds walkways and thoroughfares are covered. Contractor shall ensure reasonable accommodations to individuals with disabilities and to comply with the Americans with Disabilities Act.

- d. Contractor will ensure all food concession supervisory personnel are ServSafe Program certified. In addition, employees serving alcoholic beverages shall have completed an accredited alcohol servers training course such as the Department of Alcoholic Beverage Control's Contractor Education on Alcohol and Drugs (LEAD Program).
- e. Contractor must review and operate within Association's Alcohol Management Policy guidelines. (Exhibit D)

#### M. STAFFING

- a. Contractor's must have an on-site management who lives within 45 minutes to venue, be a full-time employee of Contractor and subject to approval by Association. The on-site manager must have the authority to resolve any issues that may arise in the day-to-day operation.
- b. A qualified and responsible supervisory person will be required to be at the facility when in operation.
- c. Contractor will be responsible for ensuring that all employees are clean in appearance, fully trained and courteous to provide exceptional service. Employees must be easily identifiable by uniforms, identification badges or a combination of both. If in the opinion of Fair management an employee fails to meet reasonable standards, Contractor will be notified, and employee will be required to meet standards or discontinue employment.
- d. The Contractor will hire a sufficient number of employees to meet the requirements of the events. All employees employed by Contractor to perform work under an agreement are employees of the Contractor and not the Association.
- e. Employees of the Contractor must complete an approved Trained Crowd Manager course.

#### N. INDEMNIFICATION AND LIABILITY

Contractor will agree to accept all responsibility for loss or damage to any person or entity, including Association, the County of Alameda, the Alameda County Fair Foundation and to indemnify, hold harmless, and release Association and the County of Alameda, and/or the Alameda County Fair Foundation, and their respective officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to this Agreement.

Contractor will agree to provide a complete defense for any claim or action brought against Association, the County of Alameda, and/or the Alameda County Fair Foundation based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this Provision apply whether or not there is concurrent negligence on the part of Association, the County of Alameda, and/or the Alameda County Fair Foundation but, to the extent required by law, excluding liability due



to conduct by Association, the County of Alameda, and/or the Alameda County Fair Foundation. Association and the County of Alameda shall have the right to select their own legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

#### O. INSURANCE

Contractor shall furnish to Association a certificate of insurance and proper policy endorsements as set forth in Exhibit C Insurance Requirements.

#### P. SIGNS, ADVERTISING, AND APPROVAL OF NAME

Signs, names, placards or advertising matter shall be inscribed, painted or affixed upon said premises, may not be circulated or published without prior written consent of the Association. All signage shall be professional in appearance and no hand-written signage will be allowed.

#### Q. PERMITS AND LICENSES

Contractor shall obtain all necessary permits and licenses required to operate food and beverage at the venue, including but not limited to health permits and alcohol beverage service permits by start of contract January 1, 2025. All permits and licenses must be filed with the Association upon execution of the agreement.

#### R. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow discrimination, or harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, or other protected status. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated.

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

Contractor will assure Association that it complies with the Americans with Disabilities Act ("ADA") of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. Contractor further agrees that it will continue to comply with the ADA during the performance of this agreement.

## V. PROPOSAL CONTENT

Proposals must be structured as outlined below and contain the following information:  
Proposals that do not follow the format may be rejected.

### A. COVER LETTER

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

"By submitting this proposal, I certify that I have read and understand all terms, conditions, and requirements and instructions concerning the Alameda County Agricultural Fair Association's Request for Proposals for Master Food & Beverage Concessionaire Services."

### B. STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Each Proposal must contain the following information:

- a. Company History and Personnel
  - i. Provide an overview of the Bidder's company history, including years in business, location(s), total number of staff, and other key elements of the business operations. Summary of Bidder's experience over the last ten (10) years in Food and Beverage Concessionaire Management.
  - ii. Describe background and professional experience of Bidder's management team.
  - iii. Attach an organization chart of the proposing company, including the personnel that would be assigned to this contract. Provide a listing of the key staff who will supervise the contract, detailing the qualifications and responsibilities of those key members.
- b. Listing of clients, description of services provided and duration of service that demonstrates Proposer's ability to manage large-scale events, including staffing and cashless management. Include contact information (name, address, phone number and email address) for all clients listed.
- c. Description of proposed POS System, its capabilities and features.
- d. Five (5) industry letters of reference written within the past year.
- e. Supporting documents demonstrating Proposer's past experience with providing food and beverage services for an event or function with at least 100,000 people in attendance occurring within the last three (3) years. Acceptable references/documents include clients, suppliers, industry peers, etc.

- f. Listing of all current management and operations contracts, including gross annual amount of each contract; contract start date; anticipated completion date; named address; contact person; facility owner's telephone number; and the size and type of facility.
- g. Description of Proposer's experience with labor relations, contractual and legal issues, personnel management, safety and training.
- h. Brief description of any litigation brought against Proposer in the past 5 years.
- i. Brief description of any contracts terminated for cause by a party contracting with proposer, including an explanation of the circumstances of the termination.
- j. Any other information Proposer would like to offer for consideration by the Evaluation Committee.

#### C. FINANCIAL CAPABILITY

Proposals must contain the following information:

- a. Documentation demonstrating that the Proposer possesses the financial fortitude required to fulfill the cash flow and financial burden of this agreement. Include the following:
  - i. Bank statements, bank letter and/or company financial statements and 5-year projections demonstrating the ability to provide sufficient capital for an operation of this magnitude.
  - ii. List of credit references with consent to the Association for release of any information in connection therewith. (i.e. vendors, other firms, etc.)

#### D. FINANCIAL OFFER

- a. A signed and completed Financial Offer Form (Exhibit F).

#### E. FACILITIES / CAPITAL IMPROVEMENT PLAN

All proposers must submit Facilities/Capital Improvement concepts. Contractor is required to provide annual upgrades and improvements to the facilities. The intent is for these improvements to be stationary and "brick and mortar" in nature. However, Proposer can suggest purchase of equipment for Association's consideration. Contractor will agree that all improvements provided to fulfill this requirement will immediately become the property of the Association. There will be no financial consideration given to the Contractor at the termination of the Agreement for any capital improvements built or acquired in response to this term, unless otherwise stated in an executed agreement.

Before completing any projects or purchases associated with the Facility/Capital Improvement concepts, Contractor must secure written approval from Association management.

The Facility/Capital Improvement Plan must:

- a. Provide a description of the proposed capital Improvement project(s) concepts.
- b. Provide a minimum financial commitment for the term of this agreement. Should the costs of the described project fall below the amount committed, Contractor will still be required to spend the minimum committed amount on capital improvements.

#### F. DESCRIPTION OF BUSINESS

Proposer must provide a Management and Operation Plan, including but not limited to, the following:

- a. Description of service, including menus, prices, alcoholic beverage quality, manner of presentation, service, etc., as Proposer deems necessary to describe proposed service;
- b. Management philosophy and operational strategy;
- c. Promotional and marketing plans;
- d. Procedures and practices in place supporting public health and safety;
- e. Resumes of key personnel responsible for operations under this agreement; On-site manager must be full-time and live within Alameda County forty-five minutes of the Fairgrounds;
- f. Food service and alcoholic beverage training requirements;
- g. Drug testing policy (if any).

#### G. INSURANCE

Describe Proposer's ability to provide the required insurance coverage described in Section VI. Contract Terms and Conditions.

### VI. CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the General Terms and Conditions

#### A. INSURANCE

- a. General
  - i. The minimum insurance coverages and requirements set forth below shall be maintained by Contractor for the complete term of the Agreement with a licensed insurance carrier(s) acceptable to Association and under terms acceptable to Association (hereinafter "Insurance Requirements")
  - ii. If, at any time during the life of the Agreement, Contractor fails to maintain any of the insurance requirements, Association may, at Association's option and additional

to all other remedies available, do one of the following: (1) declare a material breach of the Agreement by Contractor and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Contractor, until notice is received by Association that such insurance requirement has been restored or replaced in full force and effect and that the premiums therefore have been paid to cover a period of time satisfactory to Association; or (3) obtain such insurance and deduct premium due for same from any sums due or which become due to Contractor under the Agreement. No action taken by Association pursuant to this paragraph shall in any way relieve Contractor of its responsibilities under this Agreement.

- iii. In no event is Association responsible for the payment of premiums or deductibles or any required coverages.
- iv. It is the intent of the parties that Contractor's insurance coverage shall be primary and that any separate coverage, including self-insurance, available to the State of California, the Fair named in the Contract Documents of ACAFA shall be secondary.
- v. Nothing contained in this Agreement shall be construed as limiting in any way the extent to which Contractor may be held responsible for the payments of damage resulting from Contractor operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified below shall not be construed to relieve Contractor of liability in excess of such minimum coverage, and it shall not preclude Association from taking other actions available to it under the Contract Documents or by law.

b. Certificate of Insurance Requirement

- i. Contractor shall furnish to Association a Certificate of Insurance on a standard ACORD form, or other form acceptable to Association, substantiating the required coverages and limits set forth below and contain the following:
- ii. Thirty (30) days prior written notice to Association of cancellation non-renewal or reduction in coverage of any policy listed on the Certificate; and
- iii. The following statement with respect to the commercial general liability policy:  
The Alameda County Agricultural Fair Association, the County of Alameda and the State of California, their Officers, Directors and Employees, the Board of Supervisors and any and all of their respective Officers, Deputies, and Employees, whether sued as individuals and/or in their official capacities and/or whether sued singly and/or collectively and/or in any combination whatsoever.

c. Commercial General Liability

- i. Premises and Operations (including the use of owned and non-owned equipment);
- ii. Products and completed operations;

- iii. Contractual liability (including tort liability of another party);
  - iv. Explosions, collapse and underground hazards;
  - v. Personal injury liability and advertising liability; and
  - vi. Independent Contractors
- d. Worker's Compensation
- i. Contractor shall be a qualified self-insurer pursuant to the requirements of the California Labor Code and shall maintain full worker's compensation insurance coverage in accordance with "The Worker's Compensation and Insurance Act." Division IV of the Labor Code along with Employer's Liability coverage, with either the State Compensation Insurance Fund or a licensed carrier. Contractor shall provide Association with a certificate of insurance.
  - ii. If any injury occurs to any employee of Contractor for which the employee (or employee's dependents in the event of employee's death) may be entitled to compensation under the provision of said Act, and amount sufficient to cover such compensation shall be retained by Association out of the sums due Association under the Agreement until such compensation is paid or it is determined that no compensation is due. If Association is required to pay such compensation the amount so paid will be deducted from the sums due Contractor.
- e. Crime Insurance
- i. Contractor will maintain a crime insurance policy with a limit of one million dollars (\$1,000,000) per occurrence.

## B. CANCELLATION OF CONTRACT

The Association reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the Association of further payment, obligations and/or performances required in terms of the contract with the exception of commissions due and any pre-negotiated unamortized capital improvements stated in the agreement.

## C. WORK PERMIT LAW

If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

## D. MEGAN'S LAW SCREENING

In accordance with Association policy, all entities conducting business on Association property will be required to conduct screening of each of that entities employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on Association premises. This screen must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify the Association for any negligence arising out of or connected with their obligations pertaining to the required screening.

#### E. CONTRACT TERM

The term of the Master Food and Beverage Concessionaire Services shall be from January 1, 2025 to December 31, 2029 with two (2) 5-year options to renew with approval and acceptance of the Association.

### VII. PROPOSAL EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the Association's needs as described in this RFP. This section describes the process the Association 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 evaluation committee will interview bidders. The bidder will not be allowed to ask questions concerning other bidders, but only to respond to clarification questions from the evaluation committee. The bidder cannot change proposals after the time and date designated for receipt.

#### A. EVALUATION & SELECTION PROCESS

Following the deadline for receipt of proposals as stated in Section II General Information, each proposal will be examined to determine if submittal (receipt) was by the deadline time, deadline date, and the RFP format requirements were met. Proposals that do not present the information in the format required may be rejected as non-responsive.

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 may be grounds for disqualification or receipt of a lower score.

Proposals that meet the submittal format requirements stated in the previous paragraph will be submitted to the committee for:

- a. Review of proposal
- b. Confirmation that the information presented in the format required by the RFP, and
- c. That all required documentation is included and correct.

Bidders may be required to participate in an interview. Following any interviews, the proposals may be scored. The Committee reserves the option of conducting interviews via teleconference or at another designated area.

## B. SCORING PROCESS

All responsive proposals will be evaluated using the following weighted scoring method. A maximum of 100 total points is possible. The proposal will be scored according to the quality of the response, both physical and interpretive, for the following criteria.

### SCORING

	<b>MAXIMUM POINTS</b>
1. Company History and Personnel	
a. History and scale of bidder's organization	5
b. Bidder's management capabilities; organization chart and ability to meet scheduling requirements for supervisors, key staff and personnel	5
<b>Total</b>	<b>10</b>
2. Experience	
a. Summary of Bidder's experience over the last ten (10 years)	5
b. Background and professional experience of Bidder's management team	5
c. Bidder's ability to manage large scale events, includes staffing and cashless management	5
<b>Total</b>	<b>15</b>
3. Ability to Perform	
a. Documentation demonstrating that the Bidder possesses financial fortitude required to fulfill the cash flow and financial burden of this agreement. Include the following:	5
1. Bank statements, bank letter and/or company financial statements demonstrating ability to provide sufficient capital for an operation of this magnitude	
2. List of credit references with consent to the Corporation For release of any information in connection therewith (i.e., vendors, other firms, etc.	
b. At least five (5) reference letters and supporting documents written within the past year, demonstrating Bidder's past experience with providing alcoholic beverage service for an event or function with 100,000 in attendance in the last three years.	5
c. Description of Facility/Capital Improvements planned during the Contract term	5
d. Financial Offer	5
e. Bidder's plan to integrate with Association Staff	5
<b>Total</b>	<b>25</b>
4. Financial Offer	<b>25</b>



5. Interview	
a. Bidders will demonstrate how their services link to the requested scope of work	<b>25</b>
<b>TOTAL POINTS POSSIBLE</b>	<b>100</b>

The Association will commence contract negotiations with the respondent receiving the highest total ranking by the review committee. In the event of a highest score tie, the Association will negotiate with all respondents in the tie and will award the bid to the respondent with whom the negotiated contract is most advantageous to the Association. The execution of the contract will constitute notice to the contractor to proceed with the work. The term of the contract shall not exceed five (5) years with Association’s option to extend two (2) additional five (5) year terms.

**VIII. PRELIMINARY SCHEDULE**

Proposal will be received and evaluated according to the following preliminary schedule. These dates are estimated and are subject to change by the Association.

- RFP Release June 3, 2024
- RSVP for Site Visit June 10, 2024
- Mandatory Site Visit June 28, 2024
- Deadline for Questions September 3, 2024
- Proposal Responses Due September 23, 2024
- Proposal Evaluation Complete October 7, 2024
- Bidder Interviews October 22, 2024
- RFP Award November 12, 2024
- Contract in Place December 15, 2024
- Partnership Commences January 1, 2025

## IX. EXHIBITS

- Exhibit A – Alameda County Fair Map
- Exhibit B - Example of Service Agreement and License
- Exhibit C - Insurance Requirements
- Exhibit D - Alcohol Management Policies
- Exhibit E - List of Excluded Events
- EXHIBIT F- Financial Proposal Worksheet



EXHIBIT B  
Example of Service Agreement and License

[Sample License Here](#)

## EXHIBIT C

### Insurance Requirements

A minimum of five million dollars (\$5,000,000) combined single-limit commercial general liability insurance (including bodily injury, personal injury liability, property damage, contractual liability, products liability; and liquor liability) with minimum limits of \$2,000,000 per occurrence and \$5,000,000 in the aggregate. The policy required must cover Concessionaire Employees for claims for personal injury, (including bodily injury and death,) property damage and liquor liability which may arise from, or in connection with, the performance of Concessionaire's services hereunder or from, or out of, any negligent act or omission of Concessionaire Employees. Limit requirements may be met by combining primary and excess/umbrella policies, if necessary. Coverage shall include blanket contractual insurance and such coverage shall make express reference "to Concessionaire's indemnity/hold harmless. The liability insurance shall include coverage for products, including liquor liability.

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current with limits of not less than \$1,000,000 combined single limit per accident for contracts involving the use of Concessionaire's or its subcontractor's autos, trucks or other licensed vehicles on Association Facilities or any portion of the fairgrounds.

Blanket Employee Dishonesty with minimum limits of \$100,000 per occurrence. This coverage shall be extended to provide coverage to funds and/or property held by Concessionaire on behalf of Association.

Workers' Compensation Insurance required by applicable law.

Employer's Liability Insurance with minimum limits of \$5,000,000 per occurrence.

Personal Property Insurance providing All Risk Coverage on a replacement basis for the appropriate limit to cover all Concessionaire's or subcontractor's personal property to include furniture, fixtures, equipment, inventory and any other personal property of Concessionaire.

Umbrella or Excess Liability: Additional \$10,000,000. Coverage is to apply to excess of Comprehensive Gen.

EXHIBIT D  
Alcohol Management Policies

Contractor must hold necessary licenses and permits to legally serve alcohol. Local, state and federal laws and regulations related to alcohol service are required.

All contractor employees and contractors serving alcohol must be trained in responsible alcohol service, including recognizing signs of intoxication and appropriate intervention.

Specify the hours which alcohol can be served during an event.

Liquor Liability Insurance is required as outlined in EXHIBIT C.

EXHIBIT E  
List of Excluded Events  
GRANDFATHERED ALCOHOL AND FOOD EVENTS

- 100 Club
- Alameda County Sheriffs' Association
- Caledonian Club of San Francisco
  - Limited Scottish Food Vendor
  - Scottish Whisky Tasting ONLY, Building P
- Pleasanton Lions Club
- Alameda County Board of Supervisors
- Two additional events per year

NOTE: These organizations may have more than one (1) event per year. Association reserves the right to direct Contractor to waive its ABC license and allow "grandfathered" events to obtain their own ABC special events license(s).

EXHIBIT F  
FINANCIAL PROPOSAL WORKSHEET

Indicate the commission percentage to be paid to Alameda County Agricultural Fair Association in each category

**FINANCIAL PROPOSAL**

Bidder may determine and propose a tiered financial structure based on Gross Sales thresholds

		<b>Five Year Term</b>	<b>1st Five Year Option</b>	<b>2nd Five Year Option</b>
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Category	2023 YE Gross Sales Net of Sales Tax & Tips	% Commission Paid on Gross Sales	% Commission Paid on Gross Sales	% Commission Paid on Gross Sales
<b>Fair Time</b>				
Food and non-Alcoholic Beverage (not including Sub-Contractors)	\$233,531	%	%	%
Alcoholic Beverage	\$3,074,329	%	%	%
Catering	\$143,021	%	%	%

**Non-Fair Time**

Food and non-Alcoholic Beverage	\$528,250	%	%	%
Alcoholic Beverage	\$955,473	%	%	%
Catering	\$1,252,288	%	%	%
Sub-Contracted Food non-Alcoholic Beverage	\$1,089,003	%	%	%
Off-track betting facility	\$259,109	%	%	%

Maintenance and Equipment Accrual Fund as % of Gross Sales		%	%	%
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Capital Contribution		\$	\$	\$
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