



Date: November 19, 2018
To: Interested Companies
From: Bob Fraser, Director, San Francisco Chronicle Wine Competition and Katie Young, CEO, Cloverdale Citrus Fair
Re: Catering Services for the San Francisco Chronicle Wine Competition at the Cloverdale Citrus Fair, 1/8-11, 2019

REQUEST FOR PROPOSAL

The Cloverdale Citrus Fair Association, a California non-profit corporation (hereinafter referred to as "Fair") is seeking proposals from all interested and qualified parties to provide catering services for the week of the breakfast and lunch meals for the San Francisco Chronicle Wine Competition

Tuesday, January 8, 2019 to Friday, January 11, 2019

Enclosed are specifications for submitting your proposal for our consideration. All proposals will be carefully reviewed and the awarding of a service agreement will be done in the interest of the Corporation based on the Proposer's experience, qualifications, financial arrangements and other factors.

Sealed proposals will be received at the Administration Office, 1 Citrus Fair Drive, Cloverdale CA 95425 **no later than 12:00 noon, Pacific Standard Time, Thursday, December 6, 2018**. Proposals received late will not be accepted. All proposals must be clearly marked "San Francisco Chronicle Wine Competition Catering Services Proposal."

For further clarification or additional information, please contact Bob Fraser via email: rfraser@santarosa.edu. All inquiries and responses must be made via email; **phone calls will not be accepted.**

REQUEST FOR PROPOSAL PACKAGE

San Francisco Chronicle Wine Competition Catering Services Proposal

Date Issued: November 20, 2018

**Bob Fraser
Director, San Francisco Chronicle Wine Competition
Cloverdale Citrus Fair
1 Citrus Fair Drive
Cloverdale, CA 95425
707-291-2048
rfraser@santarosa.edu**

PART I

DEFINITIONS

<u>FAIR:</u>	Refers to the Cloverdale Citrus Fair Association, a non-profit corporation.
<u>SFCWC</u>	Refers to San Francisco Chronicle Wine Competition.
<u>CEO:</u>	Refers to the CEO of the Cloverdale Citrus Fair.
<u>DIRECTOR:</u>	Refers to Director of the San Francisco Chronicle Wine Competition.
<u>RFP:</u>	Request for Proposal.
<u>PROPOSER:</u>	The individual, company, or organization submitting the proposal.
<u>RESPONSIVE:</u>	Proposals that meet the criteria outlined in the RFP.
<u>RESPONSIVE PROPOSER:</u>	Proposer who has the capability in all respects to perform fully the agreement requirements and the integrity and reliability to assure good faith performance.
<u>LICENSEE:</u>	The organization awarded an agreement as a result of this RFP process.
<u>FACILITIES:</u>	Various parts of the premises described in this RFP.

PART II

GENERAL INFORMATION

A. **REQUEST FOR PROPOSALS (RFP)**

The Fair, in releasing this RFP intends to award an agreement for a period of one year for the provision of San Francisco Chronicle Wine Competition/Cloverdale Citrus Fair Catering Services.

Dates of Event:

Tuesday-Friday, January 8-11, 2019

PROPOSER RESPONSIBILITY

Please read the documents very carefully as the Fair shall not be responsible for errors and omissions on the part of the proposer. Carefully review final submittal as reviewers will not make interpretations or detect, or correct errors in calculations.

C. **DELIVERY OF PROPOSALS**

Deliver three (3) copies, with original signatures, to the Fair's Administration Office, no later than December 6, 2018 at noon. No proposals shall be considered which have not been received at the place, and prior to the indicated time, stated in this RFP. Envelopes must have the company name on the outside and be addressed as follows:

San Francisco Chronicle Wine Competition Catering Services Proposal
Do Not Open – Sealed Bid
Cloverdale Citrus Fair
1 Citrus Fair Drive
Cloverdale, CA 95425

D. **AGREEMENT AWARD**

The agreement shall be awarded to the "most qualified, responsible proposer." The most qualified responsible proposer shall be determined by the evaluation of the criteria set forth in Part VII of this RFP.

A Notice of Award will be posted at the Fair's Administration Office and a copy of the notice will be emailed to each Proposer.

E. **SCHEDULE**

RFP Released: Tuesday, November 20, 2018

Bid Proposals Due: Thursday, December 6, 2018

Notice of Proposed Award: Monday, December 10, 2018

Agreement Commencement Date: December 15, 2018

F. **CONTACT FOR INFORMATION**

Verbal communication with the San Francisco Chronicle Wine Competition Management and Fair's officers and employees concerning the RFP shall not be binding on the Fair, and shall in no way excuse the Proposer of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered. Visits to the Cloverdale Citrus Fair for kitchen and Tea Room inspections are encouraged.

Inquiries concerning this RFP will only be accepted via email and are to be directed to:
Bob Fraser, Director, San Francisco Chronicle Wine Competition, Cloverdale Citrus Fair
rfraser@santarosa.edu

G. HISTORY OF SAN FRANCISCO CHRONICLE WINE COMPETITION

Founded in 1983 as the Cloverdale Citrus Fair Wine Competition, the event has evolved over the years, broadening its base to a greater number of wine regions. In 2000, the Cloverdale Citrus Fair entered into a title naming sponsorship agreement with the San Francisco Chronicle newspaper. The wine competition was renamed the San Francisco Chronicle Wine Competition with the award tasting of the medal winning wines to take place in San Francisco on President's Day Weekend in February. The San Francisco Chronicle Wine Competition became the largest wine competition of American wines in the world. It continued to grow and entries rapidly rose from 3,800 wines entered in 2007 to a staggering 6,960 entries from all across the country in 2018. Over 60 prestigious experts within the media, trade, hospitality and education industries from around the country join together to judge these wines each year during the second week in January and because of their diligence the San Francisco Chronicle Wine Competition continues to hold the title of the largest competition of North American Wines in the World.

Established in 1892, the Cloverdale Citrus Fair is one of the oldest municipal fairs in California. It takes place every President's Day weekend, giving it the distinction of being the first fair of the calendar year. The Cloverdale Citrus Fair is located in California's Sonoma County Alexander Valley, named after a prominent grape growing pioneer, Cyrus Alexander.

PART III

RULES GOVERNING COMPETITION & EVALUATION

A) RFP REQUIREMENTS AND CONDITIONS

1. Submission of RFP

To be eligible for consideration and award of agreement, the proposal must be in the Fair's Administration Office, 1 Citrus Fair Drive, Cloverdale, CA 95425 no later than noon, Thursday, December 6, 2018

2. Errors

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

b) All interpretations and clarification in form of written addendum to the RFP. All bidders are responsible for inquiring as to addendum issued and providing an email address to receive written addendum to the RFP. All addendum become part of the agreement documents.

3. Addendum

The Fair may modify the RFP prior to the date set for submission of final proposals, by issuance of a written addendum to all parties who have been furnished the RFP for bidding purposes.

4. Definitions

The Fair has established certain requirements with respect to the proposals to be submitted by prospective Proposers. The use of "shall," "must" or "will" indicates a mandatory requirement or condition. Failure to include such mandatory requirements or conditions may 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.

5. Grounds for Rejection

a) A proposal shall be rejected if:

- (i) It is received at any time after the exact time and date set for receipt for proposals.
- (ii) It is not prepared in accordance with required proposal format.
- (iii) The firm has submitted multiple proposals.

b) A proposal may be rejected if:

- (i) It contains false or misleading statements or references that do not support an attribute or conditions contended by the Proposer. (The proposal shall be rejected if, in the opinion of the Fair, such information was intended to erroneously and fallaciously mislead the Fair in its evaluation of the proposal and the attribute, condition or capability required by this RFP.)
- (ii) It is unsigned.

c) Ability to perform:

A proposal shall be rejected if proposer cannot provide all the equipment & services listed in Part V, "Statement of Work to be performed and Contract Management Process".

B) PROTEST PROCESS

Only Proposers to this RFP can file a protest. Protests must be in writing and must detail the nature of the protest. Protests must be submitted within 24 hours of the Notice of Proposal Award. All protests will be reviewed by the Cloverdale Citrus Fair CEO who will determine the validity of the protest and what action, if any, will be taken in response to the protest.

C) OTHER INFORMATION

1. Disposition of Proposals

All materials submitted in response to the RFP will become the property of the Fair. Materials may be returned only at the Fair's option and at the Proposer's expense. One copy of the 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 the Award". Once the "Notice of the Award" is issued, no proposal will be treated as confidential. Any proprietary or other legally protected material must be so indicated to remain confidential.

3. Modification or Withdrawal of Proposals

Any proposal, which is received by the Fair at the stated address before the time and date set for receipt of proposals may be withdrawn or modified by written request of the Proposer. However, in order to be considered, the modified proposals must be received by the time and date set for receipt of proposals. A proposal cannot be modified after the due date for proposals. A bid cannot be "timed" to expire on a specific date. For example, a statement such as the following is non-responsive to the RFP:

"This proposal and the cost estimate are valid for 60 days."

4. Right to Reject Any or All Proposals

It is the policy of the Fair not to solicit proposals unless there is a bona fide intention to award an agreement. The Fair reserves the right to reject any or all proposals, or to cancel the bid at any time during the process, when it is deemed to be in the best interest of the Fair.

5. Service Agreement

a) Once this contract is awarded, a written Service Agreement between the Fair and the contractor will be executed. A sample of the Fair Service Agreement is attached included as Attachment #1 and by submitting a proposal, the successful proposer agrees to all terms and conditions included in the service agreement.

b) Contractor will provide an Insurance Certificate and Policy Endorsements as per Insurance Requirements (Exhibit B-1). A current Insurance Certificate and proper Policy Endorsements must be in place for the duration of this agreement and it is the Contractor's responsibility to provide a current Insurance Certificate and Policy Endorsement when needed to the Fair.

PART IV

GENERAL AGREEMENT PROVISIONS

The agreement to be awarded shall include, but not be limited to, the following provisions:

A) Term

The agreement shall begin on January 1, 2019 and end on January 30, 2019. The awarded agreement is subject to annual evaluation of Successful Proposer's performance and the Proposer's ability to successfully meet all agreement requirements.

B) Ownership

Respondent is not required to own the equipment needed to fulfill this RFP, however, all subcontractors proposed must be identified in the proposed and submitted in response to this RFP. Proof of ownership may be required.

C) Independent Capacity

The Proposer, and the agents and employees of the Proposer, in the performance of this Agreement, shall act in an independent capacity and not as officers and employees or agents of the Fair.

E) Time is of the Essence

Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.

F) Severability

The invalidity or illegality of any provision shall not affect the remainder of the Agreement.

PART V

STATEMENT OF WORK TO BE PERFORMED AND CONTRACT MANAGEMENT PROCESS

- A) GENERAL SERVICES: The San Francisco Chronicle Wine Competition representatives reserves the right to increase or decrease the services as needed for the dinner.
- B) All Services are to be coordinated with San Francisco Chronicle Wine Competition representatives to best facilitate and organize professional process, including but not limited to load-in, load-out, and performers' requirements.
- C) Contractor shall be responsible for making sure their employees dress in appropriate attire and maintain a professional manner with good customer service as their standard.
- D) Contractor must provide any additional equipment or supplies not provided by the Cloverdale Citrus Fair needed to fulfill the contract.

- E) The facility will be available by 6:00 AM. All work must be completed by 4:00 p.m.
- F) All supplies and equipment must be removed and the facility back to original condition by Friday following the event.
- G) Pertinent Information:

The Contractor has use of the Cloverdale Citrus Fair kitchen for food preparation. The food service for the San Francisco Chronicle Wine Competition is in the Tea Room which is directly adjacent to the kitchen. The contractor may bring in and utilize a BBQ on the outside east side of the Tea Room for food preparation usage. The Contractor has use of the Cloverdale Citrus Fair kitchen equipment including stoves, refrigerators, preparation areas, dish washer, and other preparation equipment. The Contractor has use to all serving dishware, utensils, glassware, serving dishes, and other supplies. Linen will be provided by the Fair. The San Francisco Chronicle will provide three staff members for bussing and staffing the Tea Room for all meals. The contractor is responsible for all food service preparation, buffet serving, dish washing (dishwasher provided), and facility clean-up. Any equipment and supplies needed for the food service and not available in the kitchen is the responsibility of the Contractor.

SPECIFICATIONS

Preparation and serving of a breakfast and lunch buffet service for 1/8-1/11

Cloverdale Citrus Fair/San Francisco Chronicle Wine Competition will provide:

Complete kitchen with equipment and dinnerware/glassware for food service
Dishwasher (not dishwasher staff), refrigerator, and storage space
All tables/linen/chairs for buffet food service and meal service
3 SFCWC Staff Room set-up, bussers, and clean up in Tea Room (no service to buffet line)
SFCWC Food Service manager and custodial on site
Refreshments (water, soft drinks, beer)

Successful proposer will secure/provide: (pass through any costs)

All materials and food items needed for all food servings and staffing buffet serving line
All salt & pepper shakers, butter, coffee, and cream for each table.
All labor (chefs, staff to service buffet, scullery crew, meal and food service, dishwashing)
Contractor responsible for all washing of dishware and clean-up of kitchen conclusion of meal service
Any other necessary items not made available by the Cloverdale Citrus Fair needed to fully execute meal service.

Please submit your proposal based on the following:

Please provide the total cost and daily menus for providing dinner service as indicated on number of servings described below. Proposer can list several menu choices to choose from. Proposer shall submit proposal based on a cost-per person basis, all inclusive (include all costs associated with food, labor, equipment, gratuity, tax etc.)

Tuesday, January 8, 2019

Judges Welcome Breakfast Buffett, Fair Board Room 7:30-9:00 AM (70 people served)

Staff Breakfast Buffett, Tea Room: 7:00-9:00 AM (105 people served)

Lunch Buffett, Tea Room: 11:00 AM- 2:00 PM (175 people served)

Wednesday, January 9, 2019 to Friday, January 11, 2019

Breakfast Buffet, Tea Room: 7:00-9:00 AM (Wednesday/Thursday: 175 served; Friday: 115 people)

Lunch Buffet, Tea Room: 11:00 AM-2:00 PM* (175 people served)

*Friday Buffett Luncheon is staff party and may start at noon versus 11:00 AM

Proposal should detail menu choices based on the following:

Even though high number of servings are for staff, menu choices are prioritized toward judges of the competition. Overall preferences for menu selection: Healthy, light, currently in vogue, “Sonoma Style”, fresh (fruit and vegetables), real (cracked eggs versus liquid eggs), and high quality. Alternative dishes for vegetarians and vegan diets is encouraged.

Breakfast: preferences toward low carbohydrates and higher protein dishes. Scrambled eggs and other egg entrees, fruit, potatoes, meat, premium coffee (Starbucks/Peets), juice preferable. Judges consume loads of bread during competition day so we tend to lower breads/other carbohydrates at meals.

Lunch: Meal entrée preferences toward meat (examples but not limited to: beef, tri-tip or flank steak, skinless/boneless chicken, pork loin, hamburgers, tacos, Caesar salad with chicken). Preferences toward fresh vegetable/fruit servings and avoiding high carbohydrate dishes. Avoid rich and highly spiced entrees effecting judges palate in afternoon judging. Caterer not limited to formal buffet line serving- may include creative servings like taco or hamburger bars, BBQ, and others. The Judges Champagne Welcome buffet menu on Tuesday morning for 70 servings should be a “notch up” with quality breakfast. The San Francisco Chronicle Wine Competition Management reserves the right to manage the menu options based around the menus of the Tuesday Evening Reception Dinner and the Wednesday’s Official Judges Dinner. The Staff Party luncheon buffet on Friday does not require formal plates and silverware- (Sliced ham/scalloped potatoes, spaghetti/meat ball, BBQ hamburgers). The proposed budget for meal service is approximately \$30,000.

PART VI

FORMAT AND CONTENT REQUIREMENTS

Interested parties must include the following in their proposal in response to this RFP:

1. Proposer’s Information Form (included with RFP)
2. Company Profile & History:
 - a. List of qualified principles and staff who would be directly performing the services required under this contract, including on-site personnel;
 - b. Years in business;
 - c. Extensive list of clients with contact info (may be contacted for references);
 - d. Menu’s per day/bid amount
 - e. Any other pertinent information.

PART VII

EVALUATION CRITERIA AND SELECTION PROCESS

Each proposal shall be evaluated to determine responsiveness to the Fair’s needs as described in this RFP.

Final determination of the Proposer to be awarded the agreement will be made on the basis of the information submitted, and any reference checks. The Proposer that, in the opinion of the review committee, will best serve the needs of the Fair will be awarded the agreement.

A) EVALUATION AND SELECTION

After the period has closed for receipt of proposals, each proposal is examined by a committee of 3 (SFCWC (2) and Citrus Fair Management (1)) to determine compliance with the RFP format requirements and grounds for rejection. This is not a public review.

1. Each Proposer’s Information Form is reviewed and further research or verification of information included on the form may be completed.
2. The SFCWC and Citrus Fair Management committee of 3 individually scores each proposal based on the scorecard provided in this packet. A cumulative score is determined based on these individual scores. See Score Card(s)
3. The contract may be awarded to the company that earns the highest score for each individual section.
4. A “Notice of Proposed Award” is posted at the Fair Administration Office and emailed to each Proposer.

The Fair reserves the right to verify any reference disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification.

**Score Card
(Used separately for each Section)**

Scoring

Local Proposer.....	5 pts.
Proposers Experience & Ability to Perform	20 pts.
Menu.....	25pts.
Company’s Fee Schedule	50 pts.
Total possible points.....	<u>100 pts.</u>

Option: If the Proposer would like to provide their any of the above-mentioned services in the San Francisco Chronicle Wine Awards Special Section and at www.windjudging.com website at reduced or no cost, the Fair will give the Proposer sponsorship valued at an in-kind trade. Please indicate interest within Financial Proposal Bid Form.

PART VIII

FORMS TO BE USED IN THE RELEASE OF THIS RFP

A) **FORMS PROVIDED TO BE COMPLETED AND SUBMITTED BY PROPOSER**

- 1) Proposer's Information Form (2 pages)
- 2) Financial Proposal Bid Form

B) **DOCUMENTS TO BE COMPLETED BY THE FAIR**

- 1) "Notice of Award" (after award is determined)
- 2) Citrus Fair Service Agreement (after award is determined)

C) **ATTACHMENTS AND EXHIBITS (For Proposer Information)**

- 1) Attachment #1, Insurance Requirements
- 2) Attachment #2, Sample Service Agreement

PROPOSER'S INFORMATION FORM

PAGE 1 of 2

Proposer's Name: _____ County: _____

Address: _____ Federal ID#: _____

City: _____ ZIP: _____

Email: _____

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

Individual: _____ Limited Partnership: _____

General Partnership: _____ Corporation: _____

Individual (Please check one): _____ Resident _____ Non-Resident

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

Partnership (Please check one):

Limited Partnership: _____ General Partnership: _____

If a Partnership, list each partner, identifying whether limited partner(s), stating their true full name and their interest in the Partnership:

Corporation:

Place and date of Corporation:

If not a California Corporation in good standing, please state the date the Corporation was authorized to do business in California:

Current Officers:

President: _____ **Vice-President:** _____

Secretary: _____ **Treasurer:** _____

List appropriate Food and Catering Service Licenses:

BIDDER/ PROPOSER FINANCIAL STATUS FORM
PAGE 2 of 2

ALL MUST ANSWER:

Are you subject to federal backup withholding? _____

Fictitious Name:

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

Pending Litigation Hearings:

Are any Civil or Criminal Litigation or Administrative hearings currently pending against the Proposer's organization, owners, officers, or employees?

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

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

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

Signature: _____

Print Name: _____

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

**ATTACHMENT #1
SAMPLE SERVICE AGREEMENT**

Agreement No: _____

**San Francisco Chronicle Wine Competition
Cloverdale Citrus Fair**
1 Citrus Fair Drive
Cloverdale, California 95425
Phone: (707) 894-3992

THIS AGREEMENT, made and entered into on _____, by and between *Cloverdale Citrus Fair Association*, a California non-profit corporation, hereinafter referred to as "Fair", and _____, a _____ hereinafter referred to as "Contractor." Fair and Contractor are collectively referred to as the "parties" and individually as a "party."

RECITALS:

1. Contractor represents that he/she is specially trained and has the experience and expertise necessary to competently perform the services set forth in this Agreement;
2. Contractor is willing to perform the services and work described in this Agreement under the terms and conditions set forth in this Agreement; and
3. Fair desires to contract with Contractor to perform the services and work described in this Agreement under the terms and conditions set forth.

NOW, THEREFORE, the parties agree as follows:

1. Purpose and Scope of Work

Contractor shall provide services to Fair as set forth in the Scope of Work, attached to this Agreement as Exhibit "A" and incorporated herein. Contractor shall control the manner and means of performing the services. Fair shall determine in its sole discretion whether Contractor's services are satisfactory.

2. Time of Work

Contractor shall perform services required in a timely manner. In any event, Contractor shall complete all work under this Agreement on or before January 12, 2019. Contract term

_____.

3. Compensation and Expenses; Not to Exceed Amount

- a. The total compensation for services performed by Contractor under this Agreement shall be paid by Fair within 30 days after receipt of approved invoice. Financial offer from the RFP shall be made part of this agreement as Attachment #1.

b. Contractor shall not be reimbursed by Fair for expenses incurred in the performance of services under this Agreement.

c. Not to exceed amount \$ _____ for the term of the Agreement.

4. Materials, Supplies and Equipment

Except as otherwise specifically set forth in Exhibit "A," attached hereto, Contractor shall, at its sole expense, furnish all materials, supplies, and equipment which are or may be required for performance of services pursuant to this Agreement.

5. Ownership of Work Product

Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property of whatever nature produced in the performance of this Agreement, shall be the sole property of Fair, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to Fair upon request.

Contractor represents and warrants that all materials or work products to be furnished to Fair will be produced by Contractor or that required permissions and license agreements will be obtained and paid for by Contractor and that Fair is free to use, reuse, publish or otherwise deal with all such material except as otherwise specifically provided in Exhibit "A." Contractor shall defend, indemnify and hold harmless Fair and County and their respective directors, officers, employees, agents and representatives from any claim, loss, damage, cost, liability or expense arising from any falsity or violation of the foregoing representation and warranty.

6. Limitation of Compensation

Fair is not obligated to further engage Contractor or pay royalties or other compensation of any kind to Contractor as a result of the use by Fair of the work products referred to in Section 5 above, whether or not said use relates to the project for which said work product was prepared.

7. Standard Terms and Conditions; Contract Documents

The Standard Form Terms and Conditions attached hereto as Exhibit "B", including Exhibit "B-1" Insurance Requirements, are made a part of this Agreement. The "contract documents" under this Agreement shall consist of Exhibit "A" (Scope of Work), this Agreement, Exhibit B-1 (Insurance Requirements), and Exhibit "B" (Standard Form Terms and Conditions). The contract documents are intended to and shall be read to be complementary and consistent with each other. However, in the event of any inconsistency, the contract documents will prevail in the following order: Exhibit "A" (Scope of Work); this Agreement; Exhibit B-1 (Insurance Requirements); and Exhibit "B" (Standard Form Terms and Conditions). If Contractor detects any inconsistency in the documents, Contractor shall immediately provide Fair with written notice of same.

8. Exhibits

All exhibits referred to in this Agreement are attached and incorporated herein by reference.

9. Nonexclusive Agreement

Contractor understands and agrees that this is a nonexclusive Agreement and that Fair may engage other Contractors for work of a similar or identical nature.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto upon the date first above written.

“FAIR”

“CONTRACTOR”

By: _____

By: _____

Name: Katie Young
Title: CEO

Name:
Title:

Contractor Tax I.D. No. (if applicable)

EXHIBIT A
SCOPE OF WORK

EXHIBIT B

STANDARD FORM - TERMS AND CONDITIONS

(Services Agreement)

1. Independent Contractor; Contractor Not Agent. Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act as and be independent contractors and not officers, employees or agents of Fair. Contractor, its officers, employees, agents, and subcontractors, if any, shall have no power to bind or commit Fair to any decision or course of action, and shall not represent to any person or business that they have such power. Contractor has and shall retain the right to exercise full control of the supervision of the services and work and over the employment, direction, compensation and discharge of all persons assisting Contractor in the performance of services under this Agreement. Contractor shall be solely responsible for all matters relating to the payment of its employees including, but not limited to, compliance with social security and income tax withholding, workers' compensation insurance and all regulations governing such matters.

2. Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement. Time is of the essence in this Agreement.

3. Indemnification. Contractor specifically agrees to indemnify, defend, and hold harmless Fair, the County in which Fair is located, the State of California, and their respective directors, officers, agents, employees and representatives (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnitee. Contractor shall pay all costs and expenses that may be incurred by Fair in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

4. Assignment Prohibited. Contractor may not assign any right or obligation pursuant to this Agreement without prior written consent of Fair. Any attempted or purported assignment of any such right or obligation by Contractor without such consent shall be void and of no effect.

5. Modifications and Amendments. No modification of or amendment to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties.

6. Changes in Scope. Fair may, from time to time, request changes in the scope of services to be performed under this Agreement. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by and between Fair and Contractor, shall be incorporated in written amendments to this Agreement.

7. Subcontractors and Other Requirements:

a. Contractor shall not subcontract any portion of the work without the prior express written authorization of Fair. Contractor shall remain fully responsible for all work performed under this Agreement, including any work performed by a subcontractor.

b. Contractor shall comply with and shall require all subcontractors to comply with the following requirements:

(1) Comply with applicable State and Federal laws, including but not limited to, labor standards, fair

employment, non-discrimination, and the Americans with Disabilities Act.

(2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.

(3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in the amount as required under Section 11 below, in order to compensate any person, firm, or corporation who may be injured or damaged by Contractor or any subcontractor in performing work associated with this Agreement or any part of it.

(4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.

(5) Permit Fair and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

8. Termination. This Agreement may be terminated without cause by either party upon 15 days' written notice of termination to the other party. The effective date of termination shall be the 15th calendar day following the date of the written termination notice, with no further action required by either party. In the event of termination, Fair shall make payment to Contractor for work actually performed up to the effective date of termination, less any compensation to Fair for damages suffered as a result of Contractor's failure to comply with the terms of this Agreement. In no event shall Fair be liable for lost profits.

9. Products to be Delivered on Termination. In the event of termination of this Agreement, Contractor shall immediately deliver to Fair all files, memoranda, notes, draft reports and all other matters prepared by Contractor in the course of providing services pursuant to this Agreement. All such material shall be the sole property of Fair.

10. Notices. Any and all notices, demands, requests, or other matters required by this Agreement or by law to be served on, given to, or delivered to either party hereto by the other party, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or, in lieu of such personal service, when deposited in the United States mail, postage prepaid, or with a reputable overnight delivery service, addressed to Fair or Contractor as provided below. Either party may change its/his/her address for the purpose of notices by giving written notice of such change to the other party in the manner as herein provided.

To Fair:

Cloverdale Citrus Fair
Katie Young, CEO
Cloverdale Citrus Fair
1 Citrus Fair Drive, Cloverdale Ca 95425

To Contractor:

11. Insurance Requirements: Contractor hereby agrees to comply with the California Fair Services Authority (CFSA) Insurance Requirements, attached hereto as Exhibit "B-1", including but not limited to, the listed requirements for insurance coverages, additional insured coverage, and insurance certificates. With respect to the required General Liability coverage, Contractor shall maintain limits of not less than \$1,000,000 per occurrence. With respect to the required Automobile Liability coverage, Contractor shall maintain limits of not less than \$1,000,000 per occurrence.

12. Audit, Retention and Inspection of Records. Fair or its designee shall have the right to review, obtain, and copy all books, records, computer records, accounts, documentation and any other materials (collectively referred to as "Records") pertaining to performance of this Agreement, including any Records in the possession of any subcontractors. Contractor agrees to provide Fair or its designee with any relevant information requested and shall permit Fair or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying. Contractor further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement.

Compliance with Law; Licenses Compliance with Law; Licenses. Contractor shall comply with all applicable laws, codes, ordinances, regulations, orders and decrees. At its sole cost, Contractor shall obtain and keep in full force and effect during the term of this Agreement, all licenses, permits and other entitlements required for Contractor to legally perform the services provided pursuant to federal, state and local laws.

14. Attorney's Fees. In the event any action is brought by either party to this contract to enforce this contract or for breach of this contract or for a declaration of rights and duties of the parties to this contract, the prevailing party shall recover its cost of suit and attorney's fees incurred in such action from the other party.

15. Successors: This Agreement shall be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

16. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Fair to enforce at any time the provisions of this Agreement or to require at any time performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Fair to enforce these provisions.

17. Litigation: Contractor shall notify Fair immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or Fair, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Fair.

18. Fair Employment. In the performance of this contract, Contractor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or any other legally protected classification pursuant to Section 12940 *et seq.* of the Government Code. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or other legally protected classification. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; terms, conditions or privileges of employment; and selection for training, including apprenticeship.

Contractor will permit access to its records of employment, employment advertisements, application forms, and other pertinent dates and records by the Fair Employment and Housing Commission or Fair for the purpose of investigation to ascertain compliance with the Fair Employment section of this contract.

19. Governing Law and Choice of Forum: This Agreement shall be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement shall be brought in the Superior Court of Sonoma County.

20. Integration: This Agreement represents the entire understanding of Fair and Contractor as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Sections 5 and 6 of this Exhibit B.

21. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

22. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

23. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

24. Counterparts: This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

EXHIBIT "B-1"

INSURANCE REQUIREMENTS

Proof of insurance in the amount of \$1,000,000.00, with the following verbiage must be provided: The State of California, Cloverdale Citrus Fair, their agents, officers, servants and employees, entities (public or non-profit), operating California designated Agricultural Fairs are made additional insureds.