



1350 Bennett Valley Road
Santa Rosa, CA 95404
p: (707) 545-4200
f: (707) 573-9342
sonomacountyfair.com

October 21, 2022

To: Interested Golf Cart Rental Companies

From: Isaac Gentry

Re: Golf Cart Rental Bid, January 1, 2023 – December 31, 2025

REQUEST FOR BID

The Sonoma County Event Center at the Fairgrounds is seeking bids from all interested and qualified parties to provide Golf Cart Rental for the Sonoma County Event Center at the Fairgrounds (hereinafter referred to as "Corporation"). The proposed agreement term will be from January 1, 2023 – December 31, 2025.

Please submit a written bid based on the information provided herein. Include all applicable material charges, service charges, taxes, shipping, delivery, etc. in your bid.

Please mail or deliver your enclosed bid to the address below. All bids must be clearly sealed and marked "**2022-2025 Golf Cart Rental - Do Not Open.**" Bid must be submitted in a sealed envelope and received by the Corporation in the Maintenance Office, no later than **12:00 p.m. on Monday November 14, 2022.**

ATTN: Isaac Gentry/ Robert A. Garcia
Sonoma County Event Center at the Fairgrounds
1350 Bennett Valley Road
Santa Rosa, CA 95404
2023-2025 Golf Cart Rental - Do Not Open.

The Sonoma County Event Center at the Fairgrounds reserves the right to reject any or all bids, or to cancel the bid at any time during the process if it is deemed to be in the best interests of the Corporation.

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

For further clarification or additional information, please contact Isaac Gentry, via email at Isaac.gentry@sonoma-county.org by 12:00 PM, Friday, November 4, 2022. All inquiries and responses must be made via email; **phone calls will not be accepted.**

At the Fairgrounds:
Golf Course
RV Park
Jockey Club
Wine Country Racing
Fair Foundation



**Sonoma County Event Center at the Fairgrounds
Request for Bid
2023-2025 Golf Cart Rental**

The Sonoma County Event Center at the Fairgrounds is seeking bids from all interested and qualified parties to provide Golf Cart Rental for the Sonoma County Event Center at the Fairgrounds (hereinafter referred to as "Corporation"). The proposed agreement term will be from January 1, 2023 – December 31, 2025.

The Sonoma County Event Center at the Fairgrounds reserves the right to reject any or all bids, or to cancel the bid at any time during the process if it is deemed to be in the best interests of the Corporation.

Bid proposal must be submitted in a sealed envelope and received by Sonoma County Event Center at the Fairgrounds no later than 12:00p.m., noon, on Monday, November 14, 2022. All bids must be clearly marked as follows:

ATTN: Isaac Gentry/ Robert A. Garcia
Sonoma County Event Center at the Fairgrounds
1350 Bennett Valley Road
Santa Rosa, CA 95404
2023-2025 Golf Cart Rental - Do Not Open.

General Agreement Provisions:

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

1. Term: January 1, 2023 – December 31, 2025
2. Dates: For the 2023, 2024 & 2025 Fairs, Contractor will be notified at least 60 days prior to the start of the Fair the exact dates and the rental requirements for that year.
3. Payments: Payment will be made within 30 days of receipt and approval of detailed invoice from Contractor.
4. The Corporation may terminate the agreement immediately if Management determines that the Contractor failed to fulfill any requirements.

5. Before delivery of golf carts are accepted by the Corporation, they will be inspected and approved by the Interim Manager or his designee.
6. The Corporation reserves the right to change the quantity of carts no less than 10 days before the rental period.
7. All bids must submit photos of each type of golf carts that are listed in the Scope of Work portion of this RFB.
8. All damage claims must be made in writing within 7 business days of the end of the rental period. All damage claims must include photos and a written description of the damage. Invoicing for repairs or loss must be submitted within 30 days of the end of the rental period.
9. The contractor will provide a rental price for an ADA compliant cart, if applicable, as an option to the Corporation. The contractor is not required to possess ADA compliant equipment. The Corporation maintains the right to rent ADA compliant carts from any company at the sole discretion of the Corporation

Schedule:

Release Date:	October 21, 2022
Last day for questions:	November 4, 2022, at 12:00 p.m.
Sealed Bids Due: (No Postmark, No faxes)	November 14, 2022, at 12:00 p.m.
Opening Bids:	November 14, 2022, at 12:00 p.m.
Notice of Proposed Award	November 15, 2022

The Sonoma County Event Center at the Fairgrounds will hold the contents of all bids in confidence until issuance of the Notice of the Proposal Award; once issued and posted no proposal will be treated confidential. However, if a proposer maintains that certain information is proprietary, all proprietary or other legally protected material must be identified at the time of submitting the proposal to retain the claim of confidentiality.

Scope of Work:

1. To provide the Corporation, with approximately 26 golf carts in total, 4 spare tires and 4 spare batteries. If a cart becomes inoperable, the cart must be replaced within 24 hours.
2. All carts are to be keyed alike, 2008 model or newer, and must be clean, full of fuel, and in good condition. All golf carts must be equipped with lights.
3. Battery powered carts must have batteries that are no more than 3 years from manufacture date and be delivered with a 120V charger

4. The style of golf carts to be delivered is outlined below:

6 ft. Flat Bed (all must have a ball hitch), unleaded only
Multi Passenger Limo, unleaded preferred
Four Passenger Carts, unleaded preferred
Pick-up/Short bed (2-4 seat flip), unleaded preferred

Optional equipment

ADA compliant/wheelchair accessible, unleaded preferred

5. Contractor is to deliver the carts to the Sonoma County Fairgrounds, 1350 Bennett Valley Road, Santa Rosa, CA 95404, by 12:00 p.m. NOON, the day the rental period starts. Carts shall not be delivered more than two calendar days prior to the start of the rental period without prior authorization from the Interim Manager or the Facility Superintendent.

6. The Corporation agrees to have all the carts ready for pickup by 12:00 p.m. NOON, on the last day of the rental period. All carts will be refueled/charged. If the Contractor removes any of the carts from the grounds prior to the times and dates listed herein, the Corporation shall not be liable for any potential fuel surcharges or damages incurred.

Contractor must provide the following:

- Proposer's Information & Financial Bid Forms (Part I & II)

Documents to be completed by the Corporation:

- "Notice of Award" (after award is determined)

Attachments and Exhibits (for Proposer Information):

Exhibit #1 – Historical Golf Cart Rental Quantities

Attachment #1 - Proposer's Information & Financial Bid Forms

Attachment #2 - Sonoma County Fairgrounds Insurance Requirements

Attachment #3 – Sample Service Agreement

HISTORICAL GOLF CART RENTAL QUANTITIES

2018

# OF CART(S)	TYPE OF CART
11	Flatbed (6ft) with trailer hitch 2" ball
9	Four passenger cart
8	Pick-up/short bed (2-4 seat flip)
4	Multi Pass Limo
2	ADA compliant/wheelchair accessible

2019

# OF CART(S)	TYPE OF CART
8	Flatbed (6ft) with trailer hitch 2" ball
6	Four passenger cart
9	Pick-up/short bed (2-4 seat flip)
2	Multi Pass Limo
2	ADA compliant/wheelchair accessible

2022

# OF CART(S)	TYPE OF CART
6	Flatbed (6ft) with trailer hitch 2" ball
6	Four passenger cart
6	Pick-up/short bed (2-4 seat flip)
1	Multi Pass Limo
2	ADA compliant/wheelchair accessible

**Sonoma County Event Center at the Fairgrounds
2023-2025 Golf Cart Rental
Financial Bid Form
(PLEASE SUBMIT ONE ORIGINAL & TWO COPIES)**

PART I

I hereby submit the following fees for Golf Cart Rental for the Sonoma County Event Center at the Fairgrounds for the term of January 1, 2023 – December 31, 2025. (**Price must be all inclusive including any service charges, shipping/delivery, licenses, tax, fuel surcharge, etc.**).

Price Per Cart

2023 Fair Dates To Be Determined

EQUIPMENT TYPE	DAILY PRICE	WEEKLY PRICE	MONTHLY PRICE
6 ft. Flatbed Cart			
4 Passenger Cart			
Pick-up/short bed (2-4 seat flip)			
6 or more Passenger Cart			
ADA compliant/wheelchair accessible			

2024 Fair Dates To Be Determined

EQUIPMENT TYPE	DAILY PRICE	WEEKLY PRICE	MONTHLY PRICE
6 ft. Flatbed Cart			
4 Passenger Cart			
Pick-up/short bed (2-4 seat flip)			
6 or more Passenger Cart			
ADA compliant/wheelchair accessible			

2025 Fair Dates To Be Determined

EQUIPMENT TYPE	DAILY PRICE	WEEKLY PRICE	MONTHLY PRICE
6 ft. Flatbed Cart			
4 Passenger Cart			
Pick-up/short bed (2-4 seat flip)			
6 or more Passenger Cart			
ADA compliant/wheelchair accessible			

Total Contract Price: \$ _____

(For total contract price assume 2022 quantities each year for a period of 16 days)

**Sonoma County Event Center at the Fairgrounds
2023-2025 Golf Cart Rental
Financial Bid Form
(PLEASE SUBMIT ONE ORIGINAL & TWO COPIES)**

PART II

All proposers must sign this form for the Financial Bid Form to be considered.

Bidder's Name: _____

Contact Person: _____ Cell Phone: _____

Address: _____ Phone Number: _____

City: _____ Zip: _____

E-mail: _____

By signing this form, the Proposer certifies that he/she has read and understood the bid and accepts all reasonable disclosed risks in submitting this bid that a prudent review of the facility and information provided would be revealed. Further, proposer certifies that the information provided by the Proposer is accurate, true and correct, and not intended to mislead the Corporation in any manner.

FIRM NAME (Please Print): _____

SIGNATURE _____ TITLE _____

Contractor shall maintain and require all its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the

insurance or is named as a party in any action involving the County.

- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. The Sonoma County Association and Exposition Inc., Harvest Association of Sonoma County, the County of Sonoma their officers, agents and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against County.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: insert contract number or project name.
- b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: The Sonoma County Fair and Exposition Inc., Harvest Fair Association of Sonoma

County, the County of Sonoma their officers, agents and employees; 1350 Bennett Valley Road, Santa Rosa, Ca 95404

- d. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Agreement No: _____

**SONOMA COUNTY FAIR AND EXPOSITION, INC.
SONOMA COUNTY HARVEST FAIR
1350 Bennett Valley Road
Santa Rosa, California 95404
Phone: (707) 545-4200**

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on _____, in the County of Sonoma, State of California, by and between the **SONOMA COUNTY FAIR & EXPOSITION, INC.** (hereafter called the Association), and _____, (hereafter called the Contractor).

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Association hereinafter expressed, does hereby agree to furnish to the Association services and materials, as follows:

- General Agreement provisions and Scope outlined in the RFB
- Attachment #1 - Proposer's Information & Financial Bid Forms
- Attachment #2 – Sonoma County Fairgrounds Insurance Requirements

Contractor to provide Evidence of Insurance as set in Attachment #2 prior to acceptance of the service agreement

CONTRACT TERM: _____

CONTRACT PRICE AND PAYMENT: **Payable within 30 days of receipt of approved invoice**

EXPENSES TO BE PAID AS FOLLOWS: None

TOTAL CONTRACT PRICE: Not to exceed \$ _____ for the term of the Agreement.

** Additional Service Terms and Conditions are included on the second page and are hereby made part of this agreement. By signing this Service Agreement, you are agreeing to these terms and conditions.*

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

(ASSOCIATION)

SONOMA COUNTY FAIR & EXPOSITION, INC.
1350 Bennett Valley Road
SANTA ROSA, CALIFORNIA 95404
(707) 545-4200

CEO

Dated: _____

(CONTRACTOR)

Contractor's Signature

Dated:

Contractor's Printed Name & Title

Street Address

Town State Zip

Phone: _____ Fax: _____

E-Mail: _____

SERVICE AGREEMENT

(cont.)

1. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including FAIR and the County of Sonoma, and to indemnify, hold harmless, and release FAIR and the County of Sonoma, their 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 agrees to provide a complete defense for any claim or action brought against FAIR and/or the County of Sonoma based upon a claim relating to Contractor's performance or obligations under this Agreement. Contractor's obligations under this Section 7 apply whether or not there is concurrent negligence on the part of the FAIR or the County of Sonoma, but to the extent required by law, excluding liability due to the FAIR's conduct. FAIR and the County of Sonoma 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 worker's compensation acts, disability benefits acts, or other employee benefit acts.
2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.
3. Without the written consent of the Association, this agreement is not assignable by Contractor in whole or in part.
4. Time is of the essence of this agreement. If the Contractor becomes aware of delays due to time allowances for review and approval being exceeded, delay by unanticipated field conditions, the Association, or any cause beyond the control of the Contractor, which will result in the schedule for performance of the Contractor's services not being met, the Contractor shall promptly notify the Association. If the Association becomes aware of any delays or other causes that will affect the Contractor's schedule, the Association shall promptly notify the Contractor.

Contractor is not responsible for delay caused by activities or factors beyond Contractor's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God.

5. No alteration or variation of the terms of this contract 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 hereto.
6. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided. Only the Fair Manager may authorize extra or changed work or waiver of any right to adjustment in price or payment for additional work.
7. In the event of termination of this Agreement by either party, the Association shall within fifteen (15) calendar days of termination pay the Contractor for all services rendered by the Contractor up to the date of termination, in accordance with the payment provisions of this Agreement.
8. Either party may terminate this Agreement upon giving the other party not less than thirty (30) calendar day's written notice.
9. In the event either party brings an action or proceeding for damages arising out of the other's performance under the contract to establish a right or remedy, the prevailing party shall be entitled to recover attorney's fees and costs as part of such action or proceeding.

(ASSOCIATION)

(CONTRACTOR)

CEO

Signed

Date

Date