

**CALIFORNIA EXPOSITION & STATE FAIR
FINANCE COMMITTEE
JANUARY 2018**

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California Exposition & State Fair

Service Contracts

From \$15,000 to \$99,999 (rounded) Requiring Notification

November 28, 2017 – January 14, 2018

Contractor	Amount
TNT Action Sports, LLC. <ul style="list-style-type: none"> • 2018 State Fair Entertainment-Freestyle Motocross "FMX" 	\$87,344
YLS Entertainment, Inc. <ul style="list-style-type: none"> • 2018 State Fair Grounds Entertainment – Acrobats of Hebei China 	\$35,000
All Cal Services, LLC <ul style="list-style-type: none"> • Portable toilets and hand wash stations rental • Term – 1/01/2018 – 12/31/2019 	\$40,000
Wheelwork Arts LLC <ul style="list-style-type: none"> • 2018 State Fair Grounds Entertainment – Cirque Mechanics 	\$30,000
July 13, 2018 - Golden One Concert <ul style="list-style-type: none"> • 2018 State Fair Concert 	\$27,500
Tina Marie Gassert <ul style="list-style-type: none"> • 2018 State Fair Grounds Entertainment – Tina Marie Hypnotist 	\$25,500
Geoffrey H. Miles dba Pirate 4 Hire <ul style="list-style-type: none"> • 2018 State Fair Grounds Entertainment – Capt'n Jack Spareribs 	\$17,000
Doubletree by Hilton Sacramento <ul style="list-style-type: none"> • 2018 State Fair Judges Lodging 	\$16,500
Accessibility Design Associates LLC <ul style="list-style-type: none"> • ADA Compliance Services • Term – 1/22/2018 – 12/31/2020 	\$15,000
July 20, 2018 - Golden One Concert <ul style="list-style-type: none"> • 2018 State Fair Concert 	\$15,000

\$100,000 and Over (rounded) Requiring Approval

Contractor	Amount
Haas & Wilkerson Insurance* <ul style="list-style-type: none"> • Term: 1/1/2018 through 12/31/2018 • Liability insurance coverage 	\$538,009

* Brought to Board in December for review; did not have final quote. 2018 premium is \$34,179 less than 2017.

Per the Board's request at our December meeting, below is a listing of service contracts that will expire within the year and will need to go through the RFP (Request for Proposal) process.

Request for Proposal (RFP) Process Overview

- Work with subject matter experts (Cal Expo Managers and Supervisors) to develop the RFP and solicitation schedule;
- Develop bidder pool to comply with State of California requirements and to include industry experts and Small Businesses to receive RFP;
- Publish RFP following State of California competitive bidding requirements and email RFP to companies who meet requirements set forth in RFP. The timeframe for the publication through award process is a minimum of two weeks up to two months, depending on the Scope of Work and if there is a pre-bid conference;
- Evaluation Committee reviews proposals received by due date, that have met the minimum bidder requirements. Highest scored proposal wins.
- Intent to Award is published in a public location five business days prior to an official award being given. If award is over \$100,000, Board Approval is obtained.

UPCOMING BIDS

Current Contractor Name	Expiration	Description of Services
Pyro Engineering	7/5/2017	July 4 Fireworks Display
Diversified Stage	7/29/2017	SF Lighting Concert-Entertainment Stages
Speeda Sound	7/30/2017	SF Concert Stage Sound
Landmark Event Staffing Services	7/31/2017	SF Concert Management Services
Sacramento Theatrical Lighting	7/31/2017	SF Carpet and Drape Rental Services
Exclusive Tent Rentals	8/10/2017	SF Canopy and Tent Rental Services
Rent Rite Rentals	3/31/2018	Tables & Chairs Rental
Jack Davenport Sweeping Svcs	7/31/2018	SF Sweeping Services
Coulter Associates	8/1/2018	SF Amusement ride safety inspection
JM Video Productions, Inc	8/3/2018	SF Video Equipment Rental
Design Space Modular Buildings	8/15/2018	SF Trailers & Containers Rentals
Cipponeri Golf Cart Rentals	8/15/2018	SF Golf Cart Rental
Wilson Events, Inc.	8/31/2018	SF Entertainment Booking/Production Svcs
Recology Hay Road	8/31/2018	SF Manure Removal Services
American Chiller	12/31/2018	HVAC Repairs & Services
Roseville Termite	12/31/2018	Pest Control Services
L & M Rental Fence, Inc.	12/31/2018	Temporary fence rental services
American Medical Response	12/31/2018	Ambulance and first aid services
Gladstone Inc.	12/31/2018	State Fair online order entry system
Infiniti Consulting	12/31/2018	Information Technology Services
Chamberlain Farms	12/31/2018	SF Hay and Straw Services

State of California

**California Exposition & State Fair
1600 Exposition Boulevard
Sacramento, CA 95815**

MEMORANDUM

Date: January 11, 2018

To: Finance Committee
California Exposition & State Fair

From: Samantha Brown, Administrative Deputy General Manager
California Exposition & State Fair

Subject: Consideration and approval to use GS \$Mart financing for the replacement of the Administration Building AC Unit

Background

GS \$Mart (Golden State Financial Marketplace) Financing

GS \$Mart is California's award winning, innovative concept for government financing administered by the Department of General Services (DGS). GS \$Mart works with a pool of pre-qualified third party lenders in order to provide easier and faster financing to state agencies.

Advantages of GS \$Mart Financing:

- Flexible loan terms based on the useful life of the asset
- Tax-exempt rates, which means lower interest paid over the life of the loan
- Installment payment plans to accommodate budget needs

GS \$Mart has provided financing to other State agencies such as Office of Technology and Department of General Services.

Request

For cash flow purposes, Cal Expo is seeking approval to begin working with GS \$Mart on financing to replace the Administration Building AC unit. The approval would allow staff the opportunity to work out loan terms with GS \$Mart; once all relevant information is gathered, we will bring financing terms back to the Board for final approval.

Project	Funding Amount, Not to Exceed
Administration Building AC Unit Replacement	\$ 120,000
TOTAL	\$ 120,000

Recommendation

It is respectfully recommended that the Finance Committee allow staff to begin researching loan opportunities with GS \$Mart to fund the above noted project.

State of California

California Exposition & State Fair
1600 Exposition Boulevard
Sacramento, CA 95815

MEMORANDUM

Date: January 11, 2018

To: Finance Committee

Via: Rick K. Pickering, Chief Executive Officer

From: Samantha Brown, Deputy General Manager Administration

Subject: Contract for Maintenance Operation of the Monorail

BACKGROUND

Cal Expo has owned and operated a monorail during the annual State Fair for more than 40 years. The monorail management and operation has moved amongst different departments over the years. For several years the monorail operation was handled by a full time employee in our maintenance department. His expertise and institutional knowledge of the monorail and its inner workings were invaluable. With his retirement in 2011 we supplanted with temporary staff that was trained in the operation of the monorail during the full time employees' tenure. However the monorail is a very unique feature of the State Fair with an operating period of 17 days. This presented some unique challenges in maintaining trained staff to facilitate the monorail.

FINANCIAL RECAP

Below is a six year profit and loss for the monorail. Of note is the last two years the monorail has operated at a loss due to the fact that many of the seventeen days of operation we only had one or two operating trains.

	2012	2013	2014	2015	2016	2017
Golf Cart Rental	\$ 352.80	\$ 336.00	\$ 300.00	\$ 300.00	\$ 285.00	\$ 300.00
Nextel	\$ 994.94	\$ 512.59	\$ 446.75	\$ 317.47	\$ 540.74	\$ 657.96
Parts, Repairs, Supplies	\$ 5,493.77	\$ 3,654.90	\$ 8,808.46	\$ 25,520.71	\$ 38,657.64	\$ 5,526.53
Utilities (SMUD)	\$ 2,708.65	\$ 4,309.65	\$ 1,814.41	\$ 1,666.15	\$ 1,544.52	\$ 1,231.30
Inspection Fees (DIR)	\$ 4,205.00	\$ 3,522.50	\$ 7,422.50	\$ 8,897.50	\$ 4,546.25	\$ 5,326.25
Equipment Rental - Boomlift	\$ 7,765.05	\$ 10,815.66	\$ 10,086.16	\$ 13,088.96	\$ 11,950.20	\$ 9,500.04
Liability Insurance	\$ 3,765.00	\$ 8,768.00	\$ 9,022.00	\$ 9,944.00	\$ 11,808.00	\$ 12,935.00
Communication System						\$ 52,894.35
Staff						
Maintenance	\$ 114,784.90	\$ 108,432.44	\$ 130,483.56	\$ 172,148.55	\$ 197,939.45	\$ 123,444.23
Ticket Takers, Ca	\$ 24,127.50	\$ 24,667.50	\$ 26,672.63	\$ 28,072.41	\$ 29,457.00	\$ 28,476.00
Supervisor*	\$ 3,474.25	\$ 3,246.75	\$ 2,574.00	\$ 3,603.60	\$ 3,306.00	\$ 3,480.00
TOTAL EXPENSES	\$ 167,671.86	\$ 168,265.99	\$ 197,630.47	\$ 263,559.35	\$ 300,034.80	\$ 243,771.66
TOTAL REVENUE	\$ 200,965.00	\$ 171,923.25	\$ 192,593.17	\$ 304,137.50	\$ 239,192.00	\$ 195,521.75
NET REVENUE	\$ 33,293.14	\$ 3,657.26	\$ (5,037.30)	\$ 40,578.15	\$ (60,842.80)	\$ (48,249.91)

Staff Recommendation

Attached for your review and consideration is a one year service agreement with Fun and Food Inc. to manage the mechanical operation of the monorail from January 8, 2018 to December 31, 2018. The cost for these services will be \$120,000. As you can see from the chart above (blue highlighted line) our 5 year average for maintenance labor is \$146,489, so the cost of this contract is reasonable and should ultimately save us some money. Cal Expo and Fun and Food Inc will negotiate a new contract for future years after the 2018 State Fair that will likely include some type of profit share.

Staff recommends the approval of this service contract with Fun and Food Inc. allowing them to manage the maintenance operation of the Monorail for the 2018 California State Fair.

AGREEMENT NUMBER 220XX
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Exposition & State Fair (Cal Expo)

CONTRACTOR'S NAME

Fun and Food, Inc.

2. The term of this Agreement is: January 8, 2018 through December 31, 2018

3. The maximum amount of this Agreement is: **\$ 120,000.00** (Charge Code: 9412-17000-740)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	GTC 04/2017
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Fun and Food, Inc.		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Lance Moyer		
ADDRESS P.O. Box 2210, Fairfield, CA 94533 Lrmoyer1@aol.com		
STATE OF CALIFORNIA		
AGENCY NAME California Exposition & State Fair		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Samantha Brown, Administrative Deputy General Manager hlturpen@calexpo.com		
ADDRESS P. O. Box 15649, Sacramento, CA 95852		

EXHIBIT A

SCOPE OF WORK

Fun and Food, Inc. agrees to provide consulting services to Cal Expo on the maintenance of the Monorail system as follows:

1. Fun and Food, Inc. shall be responsible for the following:
 - A. Preventative and regular maintenance of the Monorail system;
 - B. Safety and inspections to meet OSHA standards;
 - C. Hiring and training of skilled staff/contractors to conduct the work on the monorail.
2. Cal Expo shall be responsible for the following:
 - A. Monorail operations during the 2018 State Fair (July 13-29), to include;
 - Hiring and training of cashiers, ticket takers, and train drivers.
 - B. Purchasing any necessary monorail parts to ensure the monorail is operational. Any monorail parts expenses incurred by Fun and Food, Inc. will be reimbursed by Cal Expo, substantiated by receipts;
 - C. Solely determining the appropriate price for a monorail ride;
 - D. Retaining one hundred percent (100%) of the operating profit from the monorail operations.
3. Term: Term of this agreement is January 8, 2018 through December 31, 2018, at which time Cal Expo and Fun and Food, Inc. may negotiate agreement terms.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

Invoicing and Payment

1. Cal Expo agrees to pay Fun and Food, Inc. \$120,000.00 to provide the services described in this Agreement, Exhibit A, Scope of Work.
2. Payments will be made in quarterly installments on the following schedule upon approval of invoice(s):

March 31, 2018	\$30,000.00
June 30, 2018	\$30,000.00
September 30, 2018	\$30,000.00
December 31, 2018	\$30,000.00

3. Invoices shall include the agreement number and shall be submitted, at the completion of services, to:

California Exposition & State Fair
Accounts Payable
PO Box 15649
Sacramento, CA 95852

3. Prompt Payment Clause: Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. GENERAL LIABILITY INSURANCE: At all times Contractor shall maintain at its own cost and expense commercial general liability insurance coverage with minimum limits of at least \$5,000,000 per occurrence combined single limit for bodily injury and property damage and cover damages for bodily injury, property damage, personal injury liability, and products and completed operations liability. The general liability insurance coverage shall be issued through the parent company, Butler Amusements, Inc., and list Fun & Food, Inc. as a subsidiary company, and include the following provisions:
 - a. State of California, California Exposition & State Fair, its agents, officers, directors, and employees are made additional insured but only insofar as the operations under this agreement are concerned.
 - b. Cal Expo shall not be responsible for the payment of any premiums or assessments on the policy.
 - c. Contractor shall submit insurance certificates to Cal Expo for approval by appropriate agencies prior to the commencement of operation on the premises. At least thirty (30) days prior to the expiration of any policy, a new insurance certificate with renewal information shall be filed with Cal Expo. Contractor shall furnish Cal Expo a certified copy of the policy within ten (10) days upon request.
 - d. Certificate of Insurance and/or policy must cover for the term of the agreement including the period described as set-up and clean-up period, if any.
 - e. Contractor agrees that the liability insurance herein provided shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, Contractor agrees to provide the California Exposition & State Fair, PO Box 15649, Sacramento, CA 95852, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one year or the remainder of the term of this agreement. New Certificates of Insurance are subject to the approval of the California Exposition & State Fair and Contractor agrees that no activity by Contractor contemplated by this agreement be performed after the insurance expires and prior to the giving of such approval. In the event Contractor fails to keep in effect at all times during the term of this agreement the insurance coverage as herein provided, Cal Expo may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.
2. WORKER'S COMPENSATION INSURANCE: Contractor certifies and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code. Contractor shall maintain statutory workers compensation

and employer's liability coverage for all of its employees who will be engaged in the performance of this agreement.

Contractor's workers compensation insurance policy shall be endorsed with a waiver of subrogation in favor of the State of California in the event the contractor employs any person, in any manner, that is subject to the Workers Compensation Laws of California.

3. PROPERTY INSURANCE: At all times Contractor shall maintain at its own cost and expense all-risk property insurance coverage on the buildings, improvements, fixtures, furnishings, equipment and all other personal property, including supplies of the Contractor on the premises, on replacement of the property in event of loss.
4. AUTOMOBILE LIABILITY INSURANCE: At all times Contractor shall maintain at its own cost and expense automobile liability insurance coverage with limits not less than \$1,000,000 combined single limit per accident.
5. AMERICANS WITH DISABILITIES ACT: Contractor assures the State 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. (42 U.S.C. 12101 et seq.)
6. POTENTIAL SUBCONTRACTORS: Nothing contained in this agreement or otherwise shall create any contractual relation between Cal Expo and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to Cal Expo for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from Cal Expo's obligation to make payments to the Contractor. As a result, Cal Expo shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
7. INDEMNIFICATION: Contractor shall be solely responsible for any and all injuries to persons or damages of property or any other injury, claim, damage, or loss of whatever nature, arising directly or indirectly from the Contractor's activities. Contractor agrees to indemnify and hold California Exposition & State Fair and its officers, directors, agents, employees and volunteers ("Indemnified Parties") harmless, and to defend California Exposition & State Fair, at Contractor's sole expense, for all losses, liability, and expenses, including the California Exposition & State Fair's litigation costs and attorney's fees, and all claims and demands of every kind and nature, based upon damage and injury to persons or property, including death, arising in any manner from Contractor's activities, or from any condition of the event sites created by Contractor's activities.
8. DAMAGE TO EQUIPMENT: Cal Expo does not have responsibility for loss or damage to Contractor's property arising from causes beyond the control of Cal Expo.