



STATE FAIR OF LOUISIANA

3701 Hudson Avenue

Shreveport, LA 71109

318-635-1361

REQUEST FOR PROPOSAL

Title of RFP: Carnival at the State Fair of Louisiana

Date of Issuance: January 8, 2024

2024 State Fair of Louisiana Dates: October 24 – November 10

(Closed on Mondays & Tuesdays)

Liz Swaine

Chairman of the Board

Robb Brazzel

President & GM

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SECTION I.

REQUEST FOR PROPOSAL OVERVIEW

A. General Information and Summary

This solicitation is issued to receive Proposals from qualified firms for the provision and operation of Amusement Rides at the State Fair of Louisiana in Shreveport (Caddo Parish), Louisiana. The Rides will operate on the area known as the “Carnival.” The intent of the Fair is to obtain Proposals which address certain basic criteria as set forth herein and to allow the Fair to negotiate the best deal. The ultimate goal is to have a high-quality Carnival with the best Rides available. It is not the intent, nor required of the Fair that this Request be deemed an invitation to bid or part of a competitive bidding process where only the highest financial bid wins, or there is little or no opportunity to negotiate terms with the bidders once the bids are opened.

As used in this Request for Proposal:

“Evaluation Committee” means the President & General Manager and other individuals so designated by Fair leadership.

“Fair” means the State Fair of Louisiana.

“Fairgrounds” means the approximate 150 acres operated by the Fair.

“Carnival” means a specific area on the Fairgrounds which is primarily dedicated to Rides but may also contain games and food/beverage concessions.

“Armband” means where the Fair patron pays a separate gate admission and then pays a separate price for an Armband which allows admission on all Rides for a specific time period.

“POP” means Pay-One-Price where the Fair patron can pay one price at the gate which will include his/her gate admission and admission on all Rides for a specific time period.

“Proposal” means the formal response to this RFP pursuant to the terms hereof.

“Proposal Deadline” means 11:00 A.M. on February 29, 2024.

“Proposer” means the person, firm or entity submitting a Proposal.

“RFP” means this Request for Proposal.

“Rides” means “Amusement Rides”

“State Fair of Louisiana” means the annual fair event which generally occurs during late October to early November of each year.

“Successful Proposer” Means a Proposer or Proposers who are selected to negotiate a contract with the Fair for the Carnival Rides.

B. Timetable

The anticipated schedule and deadlines for this RFP and Carnival License Agreement (“Agreement”) approval is projected as follows:

<u>Activity</u>	<u>Time</u>	<u>Date</u>
Issue RFP		01/08/24
Proposal Deadline	11:00 a.m.	02/29/24
Board of Directors Contract Approval		03/31/24
Carnival Agreement Begins		04/01/24

C. Proposal Submission

One (1) unbound original Proposal must be received by February 29, 2024 by 11:00 A.M., local time. The Proposal must be submitted in sealed envelopes stating on the outside the Proposer’s name, address, telephone number, due date, the RFP title, and send or delivered to:

Robb Brazzel, President & General Manager
STATE FAIR OF LOUISIANA
3701 Hudson Avenue
Shreveport, LA 71109

Hand-carried Proposals may be delivered to the above address ONLY between the hours of 8:30 A.M. and 4:30 P.M., Monday through Friday, excluding holidays. If delivered on the due date of the RFP, delivery must be made on or before 11:00 A.M. local time.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper of the envelope or container used by such service. When documents require a signature, they must be signed by and individual who is legally authorized to enter into a contractual relationship in the name of the Proposer.

The submittal of a Proposal by a Proposer will be considered by the Fair as constituting an offer by the Proposer to provide the Rides at the State Fair of Louisiana on the financial terms and conditions as set therein.

D. Contact Person

The contact person for the RFP is Robb Brazzel, President & General Manager, State Fair of Louisiana. His telephone number is 318-635-1361, and his fax number is 319-631-4909. Email is robb@statefairloUISIANA.com Explanation(s) desired by the Proposer regarding the meaning or interpretation of this RFP must be requested from the contact person, in writing, as is further described below.

E. Additional Information Amendment

Request for additional information or clarification is suggested to be made in writing to the contact person above. The request must contain the Proposer's name, address, phone number, email address and facsimile number. The Fair will issue written responses to inquiries and any other corrections or written amendments it deems necessary prior to the Proposal Deadline. Proposers should not rely on any representations, statements or explanation other than those made in writing by the Fair. The Fair also reserves the unilateral right to amend this RFP. Where there appears to be a conflict between the RFP and any amendment issued, the last written amendment issued will prevail. Written inquiries and responses thereto, and any amendments to the RFP, shall be made available to all persons requesting the RFP. It is the Proposer's responsibility to assure receipt of all amendments. The Proposer should verify with the designated contact person prior to submitting a Proposal that all amendments have been received.

F. Modified Proposals

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal Deadline. The State Fair of Louisiana will only consider the latest version of the Proposal.

G. Withdrawal of Proposals

A Proposal shall be irrevocable until contract award unless the Proposal is withdrawn. A Proposal may be withdrawn only by written request and only prior to the Proposal Deadline.

H. Late Proposals, Late Modifications and Late Withdrawals

Proposals received after the Proposal Deadline are late and will not be considered. Modifications received after the Proposal Deadline are also late and will not be considered unless solicited by the Fair in writing. Letters of withdrawal received after the Proposal Deadline are late and will not be considered.

I. RFP Postponement/Cancellation

The Fair may, in its sole and absolute discretion, reject any and all, or parts of any and all Proposals; re-advertise this RFP; postpone or cancel this RFP process; or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

J. Cost Incurred by Proposers

All expenses involved with the preparation and submission of Proposals to the Fair, or any work performed in connection therewith shall be borne by the Proposer.

K. Interview(s)

The Fair may require any or all Proposers to attend an interview to provide additional information in support of their Proposals or to exhibit or otherwise demonstrate the information contained therein. Those Proposers selected for interview will be advised in writing of the nature of the interview and of the date, time, location and estimated duration.

L. Proprietary/Confidential Information

Proposers are hereby notified that all information and documentation submitted as part of, or in support of, Proposals shall become the sole property of the Fair and shall be considered proprietary and confidential.

M. Negotiations

Following review of the proposals, should the Fair determine one or more of the proposals is acceptable, it will enter into negotiations with one or more Proposers and, following such negotiations, if successful, will enter into a written contract containing the terms agreed upon in the negotiations. If the Fair and the selected Proposer(s) cannot negotiate a successful contract the Fair may terminate said negotiations and begin negotiations with another selected Proposer(s). This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the Fair arising from such negotiations or deviations by the Fair in the terms, provisions and conditions hereunder, or in any Proposal submitted pursuant hereto.

N. Rules: Regulations: Licensing Requirements

The Proposer shall comply with all laws, ordinances and regulations applicable to Rides. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Rides and services offered.

O. Review of Proposals

Each Proposal will be reviewed by the President & General Manager and a committee of the Board of Directors if chosen to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is timely submitted, and has the appropriate signatures as required in the RFP. Failure to comply with these requirements may put your Proposal at risk and will result in the Fair making the selection of one of the following three options:

1. Proposal will be evaluated as submitted.
2. The Fair will solicit the missing information in writing and will set a deadline for written compliance or submittal.
3. The Fair will reject the Proposal and deem it as non-responsive.

SECTION II:

SPECIAL TERMS AND CONDITIONS

A. The Premises

The current Carnival is understood to be located in a specific area of the Louisiana State Fairgrounds east parking lot. Proposers may suggest changes to the configuration and area comprising the Carnival, but the Proposal should be based on this assumption.

B. Carnival Themes/Concepts

Proposers are encouraged to develop concept and themes regarding the layout of the Carnival. For instance, Rides for smaller children may be encompassed in a "Kiddie Land" which will contain not only the Rides, but features and amenities such as wide areas and abundant seating for parent(s) with strollers, diaper bags, and proximity to bathrooms, etc. Proposer may also address such items as millennium themes, the integration of colors and the use of banners and flags.

C. Term of Carnival License Agreement

The Carnival License Agreement ("Agreement") will become effective and binding upon its execution ("Effective Date"). The Agreement shall cover no more than one (1) fair beginning with the 2024 State Fair of Louisiana.

D. Rental Structure

The Successful Proposer shall be paid a percentage payment derived from gross sales and/or a percentage based on Pay-One-Price (POP) and Armband, and may provide for a Minimum Annual Guarantee ("MAG") to Fair. However, the Fair will also entertain alternative payment options suggested by any Proposer in addition to the ones stated above.

E. General Maintenance and Utilities

- Utility Connections: The Fair may provide certain utility connections for electricity and water to the Carnival. Successful Proposer will connect into the utility, at its own cost, in accordance with the utility standards and plan approved by the Fair.
- Utilities: The Fair currently provides certain electricity and water to the Carnival and reserves the right to charge for these utilities. No utility lines shall be permitted to cross over pedestrian walkways on the Carnival unless absolutely necessary and with the prior consent and approval of the Fair. If approved, all shall be completely and safely covered.
- Maintenance of Carnival: The Successful Proposer shall provide sufficient janitorial services to the Carnival to ensure it is at all times maintained in a clean, attractive and sanitary manner.
- Waste Disposal: Successful Proposer shall collect and dispose of trash and garbage on the Carnival at its own expense to the location designated by the Fair.

- Storage Areas: All storage areas in and around the Carnival shall be appropriately screened from the view of the public.
- Landscaping: Attractive landscaping shall be incorporated around the Rides.
- Lighting: All Rides at all times shall be fully and completely lit. All bulbs must be functioning.

F. Key Business Terms

1. Minimum Qualifications/Experience Requirements

- Proposers shall demonstrate a minimum of ten (10) years experience in the ownership, management, and operation of Rides and shall currently operate at a minimum of three (3) fairs. If Proposer is a new entity by reason of merger, the current management of Proposer shall demonstrate a minimum of ten (10) years experience in the ownership, management and operation of Rides.

2. Daily Accounting Reports

- For each Ride, the Successful Proposer shall submit daily to the Fair an accounting of all rides redeemed. All payments shall be based on redemption. The Fair shall specify the manner of the accounting.

3. Ticket Sales

- The Fair may choose to sell all Ride tickets and control all ticket stock. An adequate number of ticket booths shall be made available to the Fair by the Successful Proposer if this option is exercised.

4. Promotions

- The Fair shall have final determination of all promotions (e.g. POP, comps) subject to comment and input by the Successful Proposer. The Proposer shall have no sponsorship rights except as may be expressly negotiated with the Fair.

5. Approval of Rides/Layout

- The Fair shall have the sole and exclusive right to approve the type and quantity of Rides and the layout of the Rides on the Carnival. The Successful Proposer shall submit its layout of the Carnival to the Fair for approval by the date specified by the Fair. This layout will include a description of all Rides to be furnished and capacity per hour.

6. Food, Beverage and Game Concessions

- The Fair shall license and contract for all food, beverage and game concessions on the Carnival. Alternatively, the Fair, in its sole discretion, may authorize the Successful Proposer to contract directly with Fair for food, beverage and/or game concessions and the Fair shall receive a fee for each such concession.

7. ATM/Vending Machines

- The Fair expressly reserves the exclusive right to install and operate all Automatic Teller Machines (ATM) and other vending machines on the designated Carnival grounds.

8. Insurance

- The successful Proposer shall furnish an acceptable certificate of insurance providing evidence of insurance protecting Fair from any cause or action from injury or damage caused by or related to Carnival's operations. Said insurance is to include commercial general liability and commercial auto with limits not less than \$5 million dollars per occurrence and worker's compensation. All insurance carriers must have A.M. Best financial strength rating of A or higher and financial size of VII or higher. Named as additional insured will be the State Fair of Louisiana, officers and directors, and the City of Shreveport and its agents.
- In addition to providing such insurance, in the contract with the Fair, the successful Proposer shall agree to defend, indemnify and hold the Fair harmless from any claims or causes of action for injury to person or damage to property arising out of or related to Carnival's operations.
- The contract between the successful Proposer and Fair shall contain a provision that, should it be necessary for the Fair to retain an attorney to enforce any obligation undertaken in Proposer's contract with the Fair, then, in that event, should the Fair be successful in enforcing the contract, the Proposer will be responsible for the reasonable attorney's fees and expenses of the Fair in connection with such enforcement action, with or without litigation.

9. Unruly Employees

- The Fair will have the right to request the immediate removal of any employee or agent of the Successful Proposer from the Fair premises.

10. Inappropriate Rides, Shows, Etc.

- The Fair shall have the unilateral and arbitrary right to remove any Ride, concession, show, game or merchandise which is deemed immoral, illegal, unsafe, inappropriate, or otherwise objectionable in the sole discretion of the Fair.

11. Ride Inspection

- In addition to any ride inspections required by law, all Rides shall be inspected by an independent and qualified person on a daily basis at Proposer's expense.

12. Non-Compete

- During the term of the Agreement, and for a period of two (2) years thereafter, Successful Proposer shall not provide Rides at any other location in Caddo Parish or Bossier Parish, LA (120) days before or (120) days after the annual State Fair of Louisiana.

13. Alcoholic Beverages/Gambling

- No alcoholic beverages or illegal substances shall be consumed on the Fairgrounds by any employee or agent of the Successful Proposer and no gambling of any type shall be permitted on the Fairgrounds.

14. Assignability

- The Agreement shall not be assignable.

15. Theft/Damage

- The Fair shall not be responsible for the safety and security of the property or equipment of the Successful Proposer or the property of the employees or agents of the Successful Proposer.

16. Exclusive Contracts

- The Successful Proposer shall take subject to any exclusive arrangements or contracts entered into by the Fair.

SECTION III.

PROPOSAL SUBMISSION REQUIREMENTS

Itemized List of Required Submittals

- Cover/Transmittal Letter
- Executed Affidavit Form (Attachment A)
- Business Information Questionnaire (Attachment B)
- Business and Financial References (Attachment C)
- Drug Free Workplace Policy (Optional)
- Experience & Qualifications Statement (Attachment D)
- Carnival Concept/Theme Development (Attachment E)
- Method of Management/Operation
- Design of Facilities
- Marketing Plan
- Rental Structure (Attachment F)
- Opinion of Legal Council
- Exceptions
- Other Information

A. Cover/Transmittal Letter

Each Proposer must indicate the return mailing address, contact person, and telephone and fax numbers, and email address of the contact person.

B. Executed Affidavit Form (Attachment A)

Proposer acknowledges that the Proposal is based upon all terms and conditions set forth in the RFP and specifically agrees to provide Rides in the manner set forth in the Proposal.

C. Business Information Questionnaire (Attachment B)

This questionnaire concerns the operations of the Proposer's business, i.e. how the business operates, Sole-Proprietorship; Partnership; Corporation; Limited Liability Company; or Joint Venture.

D. Business and Financial References (Attachment C)

The Proposer shall list three (3) business references from other fairs and three (3) financial references related to their business operations during the past three (3) years.

E. Drug Free Workplace Policy (Optional)

Though not a requirement of the RFP, Proposers are encouraged to provide details of any drug free workplace program.

F. Experience & Qualifications Statement (Attachment D)

Proposer should explain in detail the number of years and extent of Proposer's Carnival experience. Also, Proposer should provide details on the pertinent experience of persons who will be directly involved in the management of the Carnival and must specifically identify their on-site day-to-day manager.

This section of the Proposal should include the following:

1. Name of fairs played by the Proposer in the prior five (5) years
2. List of fairs being played in 2024
3. Number of total employees
4. List and photographs of any existing Rides (whether owned or available by lease)
5. The average gross revenue for each ride and number of riders per day; and
6. Other information which will support Proposer's experience as it pertains to this submittal.

G. Carnival Concept/Theme Development (Attachment E)

Proposer shall submit the following information in sufficient detail to clearly define the proposed Carnival concepts or themes – describe how it will enhance the overall Carnival environment of the Fair. Describe or list in detail:

1. Concept/theme;
2. Visual presentation plan;
3. Monitoring and implementation of current trends;
4. Uniforms; and
5. Colors/Flags/Banners.

H. Method of Management/Operation

Describe the specific plan for Carnival operation and the Rides and services that will be provided. Include the following:

1. Staffing Plan
 - Organizational chart for the proposed operations, including all personnel to be involved in all aspects of the operation.
 - Staffing plan to include the number of management and non-management employees and the general responsibility of each
 - Ride operators' qualifications/training
2. Customer Service Philosophy/Programs

A description of the Proposer's goals with regard to customer service including examples of customer service surveys and the proposed customer service survey program's frequency of use, data analysis methodology, and sample summary reports.

- A description of the employee uniform or the employee dress code that will be required
- A description of how and where customer complaints will be handled.

- A description of how accident/insurance claims will be handled and the policy regarding medical payment and settlement. Proposers shall provide information on all Ride injuries and/or claims over the past five (5) years

3. Logistics

- Set-up and break down schedule of Rides
- Number of stock trucks which require onsite (Carnival) parking
- Number of stock trucks which can be parked off-site
- Electric and other Utility Requirements
- Number of personnel requiring space on the Fairgrounds for living quarters and number of trailers
- Number and location of hand sanitizing stations and benches

4. Ride Management Plan

- Policy for maintenance and repairs
- Record of Rides that have failed to operate within past two(2) years
- Frequency of cleaning
- Disposal of trash
- Replacement of Rides, equipment, and other items on the Carnival
- Inspection and Ride Safety Policy
- Enforcement of age/physical limitations
- Ride platform and waiting line control
- Ride fatigue policy

5. Security

- Traditionally, the Fair supplies all security personnel necessary. Actual cost of security Personnel throughout the Carnival may be reimbursed to the Fair by the Carnival operator.
- Describe in detail any security programs and policies of the Carnival.

I. Design of Facilities

Proposer should provide a narrative description of the proposed layout and improvements to be made to the Carnival, or which should be made and the dominant design theme. All Proposers shall submit the following preliminary plans in sufficient detail to facilitate evaluation of the quality and design of the improvements to the Carnival which Proposer thinks will enhance the Carnival experience for the Fairgoer. One (1) set of architectural renderings of the proposed concept, and show:

1. The overall design concept for the Carnival, including a site plan;
2. General color scheme;
3. Lighting/Seating/Fixtures;
4. Signage and graphics; and
5. Landscaping

J. Marketing Plan

Describe the marketing plan for promoting the Carnival and highlight any and all measures used to maximize customer patronage. Your description should include an explanation of the type and frequency of any promotional programs such as celebrity and character appearances, entertainment, advertising media, pamphlets, advertising signage within the Fairgrounds, couponing, Pay One Price (P-O-P), and youth and senior citizens programs. All marketing plans for the Carnival shall be integrated by the Fair in its overall marketing program in the sole discretion of the Fair.

K. Rental Structure (Attachment F)

Provide the proposed Minimum Annual Guarantee (MAG) that will be paid to Fair and the proposed license fee, both for percentage of gross ride revenue and POP.

Proposer should use the format provided on Attachment F.

L. Opinion of Legal Council

Proposer is required to obtain an opinion from legal counsel stating whether or not litigation is pending or contemplated that could affect Proposer's ability to undertake its Proposal as well as such other representations that may be within counsel's knowledge and required by Fair.

M. Exceptions

Proposer shall include a list of exceptions to the requirements of the Request for Proposals and Attachment documents, if any, stated in a separate page labeled "Exceptions." Identify the requirement, nature of the deviation and explanation. If there are no deviations or exceptions to any portion of this Request for Proposals, Proposer shall so state on the "Exceptions" page. If no deviations are identified and Proposer's Proposal is accepted, Proposer shall conform to all of requirements specified therein.

N. Other Information

Proposer should provide any other information that would be helpful in evaluating the Proposer's ability to successfully develop and operate the Carnival.

SECTION IV:

PROPOSAL EVALUATION AND SELECTION PROCESS

All proposals will be reviewed and evaluated by the Evaluation Committee.

A. Evaluation Criteria

The following items will be considered in the evaluation of Proposals:

1. Experience and Qualifications of Proposer
 - Number of years of experience at other fairs
 - Professional references
 - Quality of existing Rides and Carnival operations at other fairs
2. Concept and Theme Development
 - Innovation and Creativity
 - Compatibility with State Fair of Louisiana concepts and themes
 - Pricing
 - Visual presentation of concept
 - Proposed methods to monitor and remain current with Carnival trends
3. Design and Quality of Improvements/Ride Quality
 - Creative and Innovative Concepts
 - Design themes
 - Graphics/colors
 - Types of Rides
 - Quality of Ride Finishes
 - Variety of Rides
4. Management, Operations and Marketing Plan
 - Level and type of management staff and experience
 - Staffing and customer service programs, philosophies and training
 - Methods to monitor customer service: customer participation program such as customer comments and suggestion box
 - Operations plan: set up and breakdown logistics
 - Maintenance and repair of Rides and equipment; safety record
 - Security policies and practices
 - Employee identification/uniforms
 - Innovation and quality of marketing plan
5. Financial Protections and Return to the Fair
 - Percentage Payment
 - Minimum Annual Guarantee (MAG)
 - Pay-One-Price (POP) pricing and split
 - Reasonability of annual sales (including assumptions)

It is the intent of the Fair to award a contract for the Carnival to the qualified and responsible Proposer(s) who provides the best overall Proposal. The Fair is **not** required to select the Proposal with the highest proposed minimum annual guarantee or percentage or other financial incentives.

B. Proposer Interviews

Proposers may be required to attend one or more oral interviews with the Evaluation Committee and/or the Board of Directors to discuss specific issues related to their Proposal. Dates and times of such interviews will be determined by the Evaluation Committee and/or Board of Directors, and Proposers will be given notice of such at the appropriate time.

C. Criteria Weighting

The evaluation criteria identified above will be weighted as detailed below in the course of evaluating the Proposals. The evaluation criteria will be applied to all eligible, responsive Proposers in comparing Proposals and selecting the Successful Proposer(s). The Fair may also consider other criteria or vary the weighting when selecting the Successful Proposer(s). Award of an Agreement may be made without discussion with Proposers after Proposals are received or with discussions with some but not all of the Proposers.

<u>Criteria</u>	<u>Weighted %</u>
Experience and Qualifications of Proposer	20%
Concepts and Theme Development/Carnival Design	20%
Ride Quality and Quantity	20%
Financial Proposal	20%
Management, Operations and Marketing Plan	20%

D. Selection

In the sole and arbitrary discretion of the Evaluation Committee, up to five (5) Proposals will be submitted to the Board of Directors of the Fair for consideration. The Board may select 1, 2, 3, 4 or all 5 to participate in the Carnival or, reject any and all of the 5. Once selected by the Board, the Successful Proposer(s) shall negotiate a contract with the Fair. The Fair expressly reserves the right to vary the terms of the contract with the terms of this RFP or any Proposal submitted pursuant hereto. All deliberations and meetings of the Board of Directors in which the Proposals are being discussed are confidential and shall be closed meetings.

SECTION V:

FAIRGROUNDS OVERVIEW AND CARNIVAL PROGRAM BACKGROUND

A. Fairgrounds and Carnival Layout

The current Fairgrounds is approximately 150 acres and is shown along with the Carnival on Exhibit A attached hereto and made a part hereof.

B. Existing Carnival Operation

For the past ten years, Crabtree Amusements has provided the Carnival at the State Fair of Louisiana. The agreement with Crabtree Amusements was terminated after the 2023 State Fair of Louisiana.

ATTACHMENT A
Affidavit

The undersigned Proposer hereby submits to the Board of Directors of the Fair the Proposal enclosed herein, to provide the Rides and operate the Carnival at the State Fair of Louisiana.

The undersigned Proposer represents and understands as follows:

1. Proposer acknowledges that the Fair is relying on the Proposer's submitted information.
2. Proposer acknowledges that the Fair has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the Proposer or any other Proposer.
3. Proposer hereby acknowledges that Proposer has read and fully understands all the provisions and conditions set forth in these Proposal documents upon which the submitted Proposal is based and agrees to the terms and conditions thereof.
4. Proposer acknowledges that the following forms and information are complete and made part of the Proposer's Proposal package:
 - Cover/Transmittal Letter
 - Executed Affidavit Form (Attachment A)
 - Business Information Questionnaire (Attachment B)
 - Business and Financial References (Attachment C)
 - Drug Free Workplace Policy (Optional)
 - Experience & Qualifications Statement (Attachment D)
 - Carnival Concept/Theme Description (Attachment E)
 - Method of Management/Operation
 - Design of Facilities
 - Marketing Plan
 - Rental Structure (Attachment F)
 - Opinion of Legal Counsel
 - Exceptions
 - Other Information
5. Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and any agreement entered into.
6. This Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the Proposal Deadline, as set forth herein.
7. The Proposer agrees and understands that the Fair reserves the right to reject any and all Proposals and to accept that Proposal or Proposals which in its judgment will provide the best level of service and quality of Rides to the Fair patron. Even though the Proposal submitted by the undersigned may be deemed by reasonable persons to be the best Proposal, or better than the Proposal or Proposals selected, or contain the best financial terms of any Proposal, the Proposer acknowledges that the Fair has the arbitrary right to select any Proposal and reject any Proposal for any reason, or for no reason, notwithstanding anything contained herein to the contrary. The Proposer also acknowledges the Fair's right to enter into a contract with any Proposer which varies the terms, provisions, and conditions of the RGP or Proposal submitted.

8. All costs incurred by Proposer in connection with this Proposal submitted shall be borne solely by Proposer. Under no circumstances, shall the Fair be responsible for any cost associated with Proposer's submittal.

Proposer hereby warrants that: (1) Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process, (2) the contents of the Proposal as to rent, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this Proposal, and (3) Proposer has not contacted any director or member of the Board of Directors regarding this Proposal or provided any gift or other thing of value to any director without authorization from the Chairman.

Name of Proposer (Legal Name): _____

Signature of Authorized Person: _____

Print Name: _____

Title: _____

Business Address of Proposer: _____

Business Phone Number: _____

Fax Number: _____

Date: _____

NOTARIZED

Signed and sworn before me this _____ day of _____, 2024.

Notary Signature: _____

My Commission Expires: _____

(Affix Seal)

ATTACHMENT B
BUSINESS INFORMATION QUESTIONNAIRE

All information requested in this Questionnaire must be furnished by the Proposer, and must be submitted with the Proposal in the format requested. Statements must be complete and accurate. Information which is incomplete, conditional, ambiguous, obscure, or which contains alterations not called for, or irregularities of any kind, may be cause for the rejection of this Proposal.

All information provided by Proposer herein becomes the property of the Fair and may be considered public information, and such may be available to the general public after the Proposal Deadline.

By submission of this Proposal, the Proposer acknowledges and agrees that the Fair has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this questionnaire, and the Proposer specifically authorizes the release of any and all information sought in such inquiry or investigation by the Fair.

(Attach additional sheets as needed)

1. Name of Proposer exactly as it appears on the Proposal and as it will appear on the Agreement.

Address of Proposer, if different from above, for purposes of notice or other communication relating to the Proposal:

Telephone Number of Proposer: (____)_____

Facsimile Number of Proposer: (____)_____

Contact Person: _____

Email Address of Contact Person: _____

2. Proposer intends to operate business as a:

Sole Proprietorship	()	(If so, complete Page 22)
Partnership	()	(If so, complete Page 23)
Corporation/LLC	()	(If so, complete Page 24)
Joint Venture	()	(If so, complete Page 25)

SOLE PROPRIETORSHIP STATEMENT

If a Sole Proprietorship, answer the following:

1. Proprietor's Name

2. Business Name in full (including all registered trade names)

3. Residence Address

_____ Zip _____

4. Business Address

_____ Zip _____

5. Birth Date: _____ Place of Birth: _____

6. Social Security Number _____

7. Have you ever done business in Louisiana? Yes () No ()

If yes, when?

Where:

8. Name of full-time managing officer(s) or managing employee(s)

9. Attach resumes of owner(s) and full-time managing officer(s) or managing employee(s).

PARTNERSHIP STATEMENT

If a Partnership, answer the following:

- 1. Date of Organization: _____
- 2. General Partnership (___) Other Partnership (___)
 Limited Partnership (___)
- 3. Partnership Agreement recorded? Yes (___) No (___)

Date	Book	Page	County	State
------	------	------	--------	-------

- 4. Has the partnership done business in Louisiana?

Yes (___) No (___)

If so, when? _____

Where? _____

Name and address, and partnership share of each general and/or limited partner (add additional sheets if necessary). If limited, general partner must be identified.

<u>Name</u>	<u>Resident Address</u>	<u>Share</u>
A. _____	_____	_____
B. _____	_____	_____

- 5. Furnish the following for each person shown under Item 4 above.

<u>Birth Date</u>	<u>Place of Birth</u>	<u>Social Security Number</u>
A. _____	_____	_____
B. _____	_____	_____

- 6. Attach a complete copy of the fully executed Partnership Agreement.

- 5. Name of full-time managing officer or managing employee:

CORPORATION/LLC STATEMENT

If a Corporation or a Limited Liability Company, answer the following:

1. When incorporated/formed?
2. Where incorporated/formed? (Provide full address, no post office boxes)
3. Is the corporation/LLC authorized to do business in Louisiana? Yes(____) No (____)
4. The corporation is held: Publicly (____) Privately (____)
5. If publicly held, how and where is the stock traded:

6. Furnish the name, title and residence address of the directors, and principal officers of the corporation (or managers of an LLC), and shareholders/members who own more than 5% of the corporation's stock or membership interests.

<u>Name/Title</u>	<u>Address</u>	<u>Shares</u>	<u>Ownership %</u>
A. _____	_____	_____	_____
B. _____	_____	_____	_____
C. _____	_____	_____	_____
D. _____	_____	_____	_____
E. _____	_____	_____	_____
F. _____	_____	_____	_____

7. Name and address of statutory agent for service of process in the State of Louisiana.

8. Furnish a Resolution indicating parties authorized to contract on behalf of the corporation or LLC. Corporate Resolution must contain corporate seal and be certified by the Secretary of the Corporation or Manager of the LLC.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of Organization: _____

2. Joint Venture Agreement recorded? Yes () No ()

If yes, when? _____

Where? _____

3. Has the Joint Venture done business in Louisiana? Yes () No ()

If yes, when? _____

Where? _____

4. Name and address of each Joint Venturer:

Name

Address

A. _____

B. _____

C. _____

5. Furnish the following for each person shown under Item 4 above:

Birth Date

Place of Birth

Social Security Number

A. _____

B. _____

C. _____

6. Name of full-time managing officer(s) or managing employee(s):

7. Attach a complete copy of the fully executed Joint Venture Agreement.

ATTACHMENT C
BUSINESS AND FINANCIAL REFERENCES

List three (3) fairs with whom you have conducted business and three (3) persons or firms with whom you have had financial transactions related to your business operations during the past three (3) years.

FAIR REFERENCE NO. 1

Name: _____

Manager: _____

Address: _____

Telephone: _____

FAIR REFERENCE NO. 2

Name: _____

Manager: _____

Address: _____

Telephone: _____

FAIR REFERENCE NO. 3

Name: _____

Manager: _____

Address: _____

Telephone: _____

FINANCIAL REFERENCE NO. 1

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

FINANCIAL REFERENCE NO. 2

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

FINANCIAL REFERENCE NO. 3

Name: _____

Title: _____

Firm: _____

Address: _____

Telephone: _____

Nature and magnitude of purchase, sale, loan, business association, etc.:

ATTACHMENT D
EXPERIENCE & QUALIFICATIONS STATEMENT
(Attach additional sheets as needed)

1. Furnish the name of all fairs at which Proposer has played in the past five years, a description of the quantity and type of Rides; and the name of any other Carnival operators playing the same fair.
 2. Indicate the average total number of employees/agents which work for you during a fair approximately the size of the State Fair of Louisiana.
 3. Attach a list and photographs of any and all existing Rides owned or available to Proposer and photographs of Proposer's existing Carnival layouts at various fairs.
 4. Furnish the average gross revenue for each Ride and number of riders per day.
 5. Furnish any other additional information which will indicate your Carnival experience as it pertains to this RFP.
 6. Name of on-site day-to-day manager(s) (attach resume).
-

ATTACHMENT E
CARNIVAL CONCEPT/THEME DEVELOPMENT

Proposer's Name: _____

Please provide the following information: the concept name, and brief description of the concept/theme and the location on the Carnival. Describe also the visual presentation plan, and how the concept/theme will relate to uniforms, flags, banners and colors.

ATTACHMENT F
RENTAL STRUCTURE

Although not required, if the Proposer desires to include a Minimum Annual Guarantee (MAG) you will pay the Fair if selected, please identify below:

Proposer's Name: _____

Proposed MAG: \$ _____

Percentage Rental Rates (Carnival Ride and State Fair Revenue Split)

Please provide in the spaces below, the percentage of gross ride revenue to the Fair and the Proposer. (gate admission is not part of carnival gross)

	<u>State Fair of Louisiana</u>	<u>Carnival Company</u>
\$0 - \$500,000	% _____	% _____
\$500,001 - \$750,000	% _____	% _____
\$750,001 and over	% _____	% _____

POP Pricing and Split

Please provide in the space below, the percentage to the Fair for the various price levels of POP promotions. The dollar amount below represents only that portion of the POP amount allocated for Rides and not the gate admission.

\$22.00 _____ % to the Fair

\$30.00 _____ % to the Fair

\$35.00 _____ % to the Fair

Other Rental Proposal:

EXHIBIT A
FAIRGROUNDS AND CARNIVAL LAYOUT

