

**7th District Agricultural Association  
Monterey County Fair  
Monterey, CA**

**REQUEST FOR PROPOSAL PACKAGE  
FOR  
MASTER CONCESSIONAIRE – ALCOHOLIC BEVERAGE  
RFP NUMBER 17-02  
HIGH SCORE RFP**

Contact Person:  
Alyssa Wygal  
Exhibit Representative II  
7th District Agricultural Association  
2004 Fairground Road  
Monterey, CA 93940  
(831) 372-5863 ext. 303

This person is the only authorized person designated by the 7th D.A.A. to receive communication concerning this RFP. Inquiries must be directed to Alyssa Wygal, Exhibit Representative II as set forth above.

**Please do not attempt to contact any other person concerning this RFP.**

Oral communication of 7th D.A.A. officers and employees concerning this RFP shall not be binding on the 7th D.A.A., and shall in no way excuse the bidder of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered. Inquiries concerning this RFP are to be directed to:

**Date Issued:**

**September 18, 2017**

CONTRACTORS/BIDDERS SHOULD ENSURE THAT THIS PROPOSAL PACKAGE CONTAINS ALL PAGES LISTED IN THE FOLLOWING TABLE OF CONTENTS.

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## **Part I: Definitions**

- 7th D.A.A.:** The 7th D.A.A. is located at:  
  
2004 Fairground Road  
Monterey, CA 93940
- DGS:** Refers to the Department of General Services, State of California.
- F & E:** Refers to the Division of Fairs & Expositions within the Department of Food & Agriculture.
- Contractors/ Bidders:** The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
- Proposal:** The offer from the contractors/bidders submitted on the prescribed forms setting forth the work to be performed, and the payment to the 7th D.A.A. submitted in response to the RFP.
- Alcoholic Beverage** "Financial Proposal Forms", "Pending Litigation Statement" and "Claims Statement".
- RFP:** Request for Proposal
- Responsive:** Proposals that meet the criteria outlined in the RFP are deemed "responsive".
- Fairgrounds:** Buildings and grounds of the 7th D.A.A.
- Interim:** Refers to non-fair activities and events.
- Monterey County Fair:** Refers to the Monterey County Fair, which operates annually during the month of August/September, as conducted by the 7th D.A.A.
- Management:** Refers to the General Manager or a designated representative of the 7th D.A.A. through whose offices all functions and responsibilities under these specifications shall be exercised.
- Concessionaire/ Contractor:** The individual, partnership or corporation who, as a result of the proposal process, is selected to operate the Alcoholic Beverage Service and is awarded the Alcoholic Beverage Service Contract by the 7th D.A.A. "Contractor" may be used interchangeably with "Concessionaire".
- Contract/ Agreement:** The legal agreement between the 7th D.A.A. and the Concessionaire covering the alcoholic beverage operations.
- Percentage:** The amount of payment to be made to the 7th D.A.A. as a percentage of total gross receipts per event.

**Gross Receipts:** The aggregate amount of the gross selling prices of all alcoholic beverages and all services rendered in and about the 7th D.A.A. whether by Concessionaire or any of its sub-lessees, or any other persons whether for cash or credit and whether collected or uncollected including California State Sales Tax levied upon such sale which is to be collected from the purchaser and paid to the State Board of Equalization by the Concessionaire.

**Addendum:** A document identified as an Addendum issued by the 7th D.A.A. during the proposal period which modifies, supersedes, or supplements the original RFP.

**Alcoholic Beverage** The control and operation by contractor of alcoholic beverage services, which contractor

**Service:** agrees to provide to 7th D.A.A. as required by terms of the agreement.

**Selection & Evaluation** Committee appointed by 7th D.A.A., which reviews technical and financial proposal forms, conducts interviews with contractors/bidders, evaluates/scores the proposals and

**Committee:** directs the issuance of notice of proposed award.

**Notice of the** Form used by 7th D.A.A. to notify contractors/bidders of name of company to whom 7th

**Proposed Award:** D.A.A. proposes to award contract.

## **Part II: General Information**

### **A. Request For Proposals (RFP)**

The Board of Directors of the 7th District Agricultural Association, Monterey County Fairgrounds, in releasing this RFP intends to award a contract for a period of two (2) years with three (3) one year options at the sole discretion of the 7<sup>th</sup> D.A.A., for the purpose of providing alcoholic beverage service to the 7th D.A.A. as required by terms of the agreement. The contents of this RFP will become an integral part of the final agreement, unless otherwise noted.

### **B. Bidder Responsibility**

Read the documents very carefully, as the 7th D.A.A. shall not be responsible for errors and omissions on the part of the bidder. Carefully review final submittal as reviewers will not make interpretations or correct detected errors in calculations.

Bidders are encouraged to visit the fairgrounds and become fully acquainted with the beverage service facilities to be used and the conditions relative to the operation of concessions.

### **C. Notice to Contractors/bidders**

The contract, if awarded, will be to the contractor who receives the highest score in this RFP. The successful contractor/bidder will be bound by these terms and conditions if awarded the contract.

### **D. Delivery of Proposals**

Proposals must be physically received prior to the closing times and at the place stated below, in the format specified below and as more particularly described in Part VII. Failure to meet these requirements will result in rejection of the proposal. Faxes and electronic submissions are unacceptable.

**Proposals are due at 7th D.A.A.'s Administrative Office no later than 2:00 pm on October 11, 2017.**

Proposals must meet the following format requirements to be deemed responsive for 7th D.A.A. consideration:

- One sealed package containing 3 copies of the proposal, all with original signatures, and labeled with the bidder's name, and the RFP number.
- Proposal to include 3 copies of the financial proposal bid form, all with original signatures.
- Sealed package must be addressed as follows, emailed bids will not be accepted, only hard copy originals:

RFP Number 17-02  
Alyssa Wygal, Exhibit Representative II  
Monterey County Fair  
2004 Fairground Road  
Monterey, California 93940

### **E. Execution of Proposal:**

If the Bidder is a corporation, the proposal shall be signed in the name of and under seal of the corporation by a duly authorized officer of the corporation, with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered, and if the state is other than California, the proposal shall show that the corporation is authorized to do business in the State of California.

If the Bidder is a joint venture, the proposal shall be signed in the name of the person duly authorized to bind the joint venture. The capacity and authority of the person signing shall be shown. The proposal must clearly delineate the area of responsibilities of each firm.

If the Bidder is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and authority of the person signing shall be shown.

If the Bidder is an individual or sole proprietorship, the proposal shall be signed by the individual person, stating name under which the bidder is doing business.

In any case, the proposal shall show the present business address of the Bidder at which communication from the General Manager and notices served are to be received.

**F. Contract Award**

If a contract is awarded, it shall be granted to the responsible bidder who submits the proposal with the highest final score. Prior to the 7th D.A.A. Board of Directors awarding a contract, the Fair shall post a “Notice of Proposed Award” at the administration office for five (5) calendar days. In addition, a copy of the notice will be mailed to each bidder. Upon the expiration of the five-day posting period (close of business on the fifth calendar day), if no protest has been filed, the contract is awarded. If a protest is filed prior to the contract award, the contract shall not be awarded until the protest has been withdrawn by the bidder or rejected by the Department of General Services.

**G. Tentative Schedule**

September 18, 2017	RFP Released
September 28, 2017	Revision to page 6 and 22- Financial proposal
October 11, 2017	Proposals due to the 7th D.A.A.’s Administrative Office no later than 2:00 pm
October 16, 2017	Evaluation and Selection Committee scores proposals. Interviews if necessary to clarify proposals
October 17, 2017	Notice of Proposed Award posted and mailed
October 23, 2017	No Protest May be Filed after this time
October 26, 2017	Contract award by Board approval
January 1, 2018	Proposed contract commences

**Part III:**  
**Rules Governing Competition & Technical Evaluation**

**A. RFP Requirements and Conditions**

**1. Introduction**

The competitive method used for the selection of a contractor is known as the Request for Proposal (RFP). Selection of a contractor under the method is based on scoring of proposals and awarding of the contract to the bidder receiving the highest score.

**2. Submission of RFP**

To be eligible for consideration and award of contract the proposal must be in the 7th D.A.A.'s Administrative Office no later than 2:00 p.m. on October 11, 2017 as indicated in Part II, paragraph D, "Delivery of Proposals".

**3. Errors**

If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, it shall immediately notify the 7th D.A.A. of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document. **Modifications**, if any, will be made in writing by way of an addendum issued pursuant to paragraph 4 below. **Clarifications**, if issued, will be given by written notice to all parties to whom the 7th D.A.A. had sent notice of the RFP and to persons or entity who have requested to be given notice of any modification or notices.

**4. Addenda**

If necessary, the 7th D.A.A. will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum to all parties who have been furnished notice of the RFP for bidding purposes. **All bidders should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to the RFP.**

**5. Definitions**

The use of "shall" "must" or "will" indicates a *mandatory* requirement or condition in this RFP. Failure to include such mandatory requirements or conditions will 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.

**6. Grounds for Rejection of the Proposal**

A proposal **shall** be rejected if:

- It is received at any time after the exact time and date set for receipt of proposals.
- It is not prepared in accordance with the required proposal format.
- The bidder has submitted multiple proposals.

A proposal **may** be rejected if:

- It contains false or misleading statements or references which do not support attributes or conditions contended by the bidder. (The proposal **shall** be rejected if, in the opinion of the 7th

D.A.A., such information was intended to mislead the 7th D.A.A. in its evaluation of the proposal and the attribute, condition or capability of requirement of this RFP.)

- It is unsigned.

## 7. **Small Business Preference:**

State law allows certified small business (SB) and micro business (MB) firms and non-small businesses who subcontract with a certified SB/MB firm(s) to receive a 5% bidding preference on applicable state solicitations. The effect of the preference is to help SB's/MB's be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the actual bid amount.

If you are claiming the 5% small business preference and are a SB or MB, or if your application is on file with the Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting with certified SB/MB (s), see Part VI of this RFP for instructions regarding what to submit with your proposal in order to receive the preference.

### Certification Application

To apply, access our online Small Business Certification Application (STD 813), or to receive your hard copy form by mail, e-mail [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov) or call (800) 559-5529 or (916) 375-4940.

Your complete certification application package must be received by the OSDS no later than 5 p.m. of the bid due date. Your certification effective date will be the date the application is properly received and deemed complete by the OSDS. Incomplete application submittals will delay your certification status and may result in the loss of your 5 percent preference eligibility. For more information, email [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov) or call (916) 375-4940.

## 8. **Bidder/Contractor Status Form:**

All *bidders* must complete, sign and submit the form in response to the RFP. If proposal is not signed, it shall be deemed non-responsive. The 7th D.A.A. reserves the right to verify the information on the **Bidder/Contractor Status Form** at the time of the bid. If the bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status and a copy of the corporate resolution authorizing the signing of the form must be attached. If the bidder is a partnership, the signing partner must indicate whether a limited or general partnership.

## 9. **Protests**

A bidder may file a protest against the awarding of the contract. The protest must be filed with the Department of General Services (DGS), 707 Third Street, West Sacramento, CA 95605 Attention Legal Office **and** with the 7th D.A.A.. The protest must be received prior to the expiration of five calendar days from notice of the proposed award being posted and, in no event, later than 5:00 p.m. on the fifth calendar day after notice of proposed award was posted in a public place at the 7th D.A.A.'s Administration Office. Upon the expiration of this posting period, if no protest is filed, the contract is awarded.

**IN ADDITION**, within five (5) calendar days after filing the protest, the protesting bidder shall file with the 7th D.A.A. and the DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest.

PLEASE NOTE; Failure to file (i) notice of protest by the conclusion of the fifth calendar day after notice of intention to award a contract has been posted and (ii) a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the protestant's protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

In the event a protest is filed, it is understood that the prevailing party shall be entitled to recover all reasonable costs, including attorney's fees.

## **B. OTHER INFORMATION**

### **1. Disposition of Proposals**

All materials submitted in response to this RFP will become the property of the 7th D.A.A.. All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process and announcement of intent to award. If an individual requests copies of these documents, the 7th D.A.A. will charge a fee to cover duplicating costs. Documents may be returned only at the 7th D.A.A.'s option and at the bidder's expense. One copy of each bidder's proposal shall be retained for official 7th D.A.A. files.

### **2. Confidentiality of Proposals**

The 7th D.A.A. will hold the contents of all proposals in confidence until issuance of the "Notice of Proposed Award"; once issued and posted, no proposal will be treated as confidential.

### **3. Modification or Withdrawal of Proposals**

Any proposal which is received by the 7th D.A.A. before the time and date set for receipt of proposals may be withdrawn or modified by written request of the bidder. However, in order to be considered, the modified proposals must be received by the time and date set for receipt of proposals in Part II.

A bidder cannot withdraw or modify a proposal after the due date and time for receipt of proposals and, further, a bid cannot be "timed" to expire on a specific date. For example, a statement similar to "This proposal and the cost estimate are valid for 60 days" is non-responsive to the RFP.

### **4. Right to Reject Any or All Proposals**

It is the policy of the 7th D.A.A. not to solicit proposals unless there is a bona fide intention to award a contract. Nevertheless, the 7th D.A.A. reserves the right to reject any or all proposals or to cancel the RFP at any time during the process. In the event that the proposed award is not given to the highest bidder for any reason, the 7th D.A.A. reserves the right to grant the award to the next highest qualified bidder.

**Part IV**  
**History and General Background Information**

The 7th D.A.A. commonly known as the Monterey County Fair is an agency of the State of California, within the Department of Food and Agriculture.

The 7th D.A.A. property is located adjacent to the City of Monterey. The City of Monterey population is approximately 32,000. The 7th D.A.A. property consists of 22 acres; eight buildings of varying sizes, two outdoor music arenas and a horse show arena. A listing of the events held on the 7th D.A.A. property in 2017 is contained in Appendix A. The 7th D.A.A. primary facilities are summarized as follows:

Facility	Square Feet
Turf Club and Patio/SWF	5,500
Monterey Room	7,140
Salinas Room	7,000
King City Room	7,000
Seaside Room	7,100
Pattee Arena, Jimmy Lyons Stage	Seating for 6,440
Payton Stage	Seating for 2,000

Interim (non-fair) use of the fairgrounds is year-round and varied in nature. Quite often, there are multiple events active at the same time. Examples of the types of shows include: dances, wedding receptions, RV rallies, home shows, concerts, gem and mineral shows, company and private picnics, auctions, estate sales and horse shows.

The Satellite Wagering facility operates on a year-round basis. The Annual Monterey County Fair is a five (5) day event providing educational and recreational programs and activities, including a livestock show and sale, competitive programs, entertainment, commercial exhibits, food concessions, carnival and activities.

A listing of the alcoholic beverage gross sales receipts (including applicable taxes) as reported to the 7th D.A.A. by the current contractor for 2014-2016 is listed below:

	2014	2015	2016
Interim	582,208	549,452	129,601
Satellite/Race Place	20,589	24,815	22,730
Fair Event	108,886	128,178	112,331
<b>Total</b>	<b>711,683</b>	<b>702,445</b>	<b>264,662</b>

**PART V**  
**STATEMENT OF WORK TO BE PERFORMED**

This part describes the work to be performed by the bidder who is awarded this contract and contains terms and conditions, which shall be deemed, incorporated and will become a part of any contract awarded pursuant to this RFP. The contract awarded pursuant to this RFP will also contain the Standard Contract Terms and Conditions, which will be incorporated and made a part of the contract. All Terms and Conditions are fixed and non-negotiable.

**General Scope:**

1. The 7th D.A.A. desires an independent contractor who will provide outstanding alcoholic beverages and service, and actively assist the 7th D.A.A.'s management in their marketing efforts.
2. Concessionaire will be granted the right to provide alcoholic beverage services except during the California Roots Festival and the Monterey Jazz Festival, and any other event mutually agreed upon by both the 7th D.A.A. and Concessionaire. The 7th D.A.A. may contract with contractors/concessionaires for each and all excluded events for purposes of providing alcoholic beverage subject to a separate agreement.
3. The 7th D.A.A. retains the right to contract for food services apart from the operation of the Concessionaire; however there are opportunities for contracted food services.
4. Concessionaire shall provide alcohol service for commercially sponsored events. Commercially sponsored events shall be defined as an event produced by a business/promoter for profit.
5. Concessionaire shall provide all small ware replacements, portable bars, and mobile concession carts. All equipment purchased by the contractor shall be new and of modern design, to accommodate for at least 400 people. Concessionaire shall provide the 7th D.A.A.'s general manager samples of glassware, portable bars and mobile concession carts for approval, prior to purchase. Inventory (cups, plates, etc.) that is supplied by the fair, must be maintained by the Concessionaire. An inventory will be submitted on an annual basis. All disposable supplies and linens are the responsibility of the Concessionaire.
6. Concessionaire must be capable of providing alcoholic beverage service in all buildings and areas of the fairgrounds. There are no permanent food service facilities in some locations; however temporary stands may be operated. Concessionaire shall be responsible for providing set up, moving and dismantling of temporary stands.
7. Concessionaire must purchase the on site/facility liquor license from current concessionaire no later than November 30, 2017 in order to begin business no later than January 1, 2018.

**PART VI**  
**EVALUATION, SELECTION, AND SCORING PROCESS**

Each proposal shall be evaluated for responsiveness to the RFP. This part describes the process the 7th D.A.A. will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the scoring criteria to be used. During the evaluation and selection process, the Selection/Evaluation Committee (Committee) may wish to interview a bidder for clarification purposes only. The bidder will not be able to ask questions concerning other bidders, but only to respond to clarification questions from the Committee. The bidder cannot change proposals after the time and date designated for receipt.

**A. EVALUATION AND SELECTION**

1. Each proposal will be examined by the 7th D.A.A. Staff to determine compliance with the RFP requirements; to include but not limited to Parts III and VII. Proposals that do not present the information in the format required may be rejected as non-responsive. This is not a public review.
2. Each Contractor Status Form is reviewed to determine if any bidder claimed the small business preference. All bids claiming the small business preference must be accompanied by a copy of the OSDS SMALL BUSINESS CERTIFICATION APPROVAL LETTER
3. The scoring committee shall consist of the Fair CEO as a consultant as well as whomever else the 7th D.A.A. Board of Directors may deem an expert to participate in a said committee. The total score of the scoring committee will consist of the highest cumulative score.
4. The 7th D.A.A. reserves the right to verify any references and employment experience referenced or disclosed in the proposal or to ascertain the accuracy of information presented in the proposal. This is not a public review.
5. The Committee may request interviews of the bidder for clarification of proposals. Following any interviews, the proposals may be re-scored. **This is not a public review.**
6. Selection of the contractor shall be based on the highest score awarded by the Committee, subject to the approval of the Board of Directors for the 7th D.A.A.
7. In the event of a tie determining the successful bidder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of the tied bidders.
8. All bidders will be notified of the results.

**B. SCORING**

The Selection and Evaluation Committee has assigned the following number of points for the Alcoholic Beverage RFP:

1.	<u>Sales and Managerial Experience</u>	<b>20</b>
	a. Present and past experience with fairs, event centers, concert venues and other similar venues; training and food service industry experience of key management, owners and/or corporate officers; nature of services provided in size and scope of beverage service operations; ..... 14	
	b. A statement indicating Bidder’s ability and agreement to begin full operations at the facilities no later than January 1, 2018, if selected as Concessionaire ..... .....3	
	c. Necessary expertise as to compliance with all applicable codes, regulations, permits and licenses ..... 3	
2.	<u>Operations and Staffing</u>	<b>20</b>
	a. Proposed beverage service including menus, portion sizes, pricing, quality, variety and presentation ..... 5	
	b. Financial and operational control systems ..... 10	
	c. Staffing, organizational chart, training, manuals, uniforms, policies and procedures, etc. ..... ... 5	
4.	<u>Financial Offer</u>	<b>60</b>
TOTAL POSSIBLE POINTS.....		<b>100</b>

**PART VII**  
**MANDATORY FORMAT AND CONTENT REQUIREMENTS**

**A. INTRODUCTION**

This part provides instructions to the bidder regarding the mandatory proposal format and content requirements. The bidder must remember that:

- All bids submitted must follow the proposal format instructions;
- All information must be presented in the order and the manner requested;
- All questions must be answered; and
- All requested data must be supplied

Proposals not following the required format will be deemed non-responsive and will be rejected.

**B. PROPOSAL FORMAT AND CONTENT**

Each proposal must be prepared as three (3) separate documents and placed into one (2) sealed package. All packages need to be clearly labeled in the manner described in Part II, paragraph C.

**Document 1, "Proposal"**

Information in the technical proposal is to be provided in the order requested beginning with the cover letter.

- The first page of the technical proposal must be a **signed** cover letter on the letterhead of the bidder and contain the following statement verbatim:

"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP to which this bid responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting bidder, it is agreed that failure to have provided accurate and truthful information in this bid or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this bid. And further, bidder agrees that if the submitted proposal is not in the format of the RFP, bidder's proposal will be deemed "non-responsive."

**Section I**

- a. All pages must be on 8 ½" x 11" paper;
- b. All narrative portions of the proposal shall be typed and double spaced;
- c. Package information required in the exact order as follows: Number each page of each section starting at I. For example: I-1, I-2, II-1, II-2;
- d. Section I: Cover letter as described above. Table of contents. Completed and signed "Bidder/Contractor Status Form";
- e. Small Business Preference Documentation, if applicable
- f. One (1) copy of the small business certification letter, if bidder is claiming the Small Business Preference and has already received certification letter, OR if application for the preference has been submitted to Office of Small Business Administration (OSBA) a sheet of paper stating that the application has been submitted to OSBA and the date submitted. OR if claiming the preference as a non-small business subcontracting with certified SB/MB (s), a sheet of paper listing the small businesses you commit to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include the subcontractors':
  1. Name
  2. Address
  3. Phone Number

4. Description of work to be performed
5. Dollar amount or percentage to subcontractor

Also include the sub-contractor's certification if application(s) are on file with OSBA.

- Section II: Bidder must provide all information/documentation requested below:

Section II – Information to be provided by Bidder

- a. Bidder to submit list of facilities similar to the facilities of this RFP that the Bidder serves or has served within the past five (5) years. This experience would have been held by Bidder itself or by principal officers of the Bidder. Bidder to include detailed information, e.g., name, address and telephone number of each facility, contact name, dates and length of time served and nature of services provided in size and scope of food service operations, maximum number of meals served at one time, number of employees, etc.
- b. Bidder to submit recent letters of commendations and recommendations from clients and licensees served or being served by Bidder.
- c. Bidder to submit a statement indicating Bidder's ability and agreement to begin full operations at the facilities no later than the designated dates if selected as Concessionaire.
- d. Bidder to submit statement of policies that insure compliance with Health Department regulations, State Fire Marshal codes, State Board of Equalization, OSHA, Alcohol Beverage Control and other like agencies. Planned procedures insuring food safety should also be included.
- e. Bidder to submit proposed menus for the facilities showing portion sizes and proposed selling prices for the first year of operation for the following:
  - i. Interim Events:  
Small and Large Events
  - ii. Fairtime Operations
  - iii. Satellite Wagering Facility bar operation
- f. Bidder to submit list of minimum equipment, and small wares that would become a part of this contract complete with recommended quantities and descriptions.
- g. Bidder to submit a detailed review/plans of the beverage service facilities and standard equipment layouts with specific commentary and recommendations pertaining to:
  - i. Customer delivery systems effectiveness and applicability.
  - ii. Space allocations for receiving, storage, preparation and service of beverages.
  - iii. Suggested décor, graphics and area treatments for Turf Club, Satellite Facility, mobile, self-contained and/or portable beverage service areas/equipment and other assigned areas.
- h. Bidder to submit a description of the financial and operational control systems proposed to be utilized by the Concessionaire including, but not limited to, sample forms,

supervision and support/technical services, security/inventory control, audit services, quality assurance programs, etc.

- i. Bidder to submit organization chart showing all full and part-time positions, with approximate job descriptions, planned for beverage operation at the facilities.
- j. Bidder to submit a resume of the experience, education and performance record in food and beverage service business of the proposed full-time resident manager(s) for the facilities, for whom the 7th D.A.A.'s General Manager will have the right of approval.
- k. Bidder to submit copies of personnel, operations, safety and training manuals and applicable policies or statement of the same, along with copies of all reporting forms and reports to be used in conjunction with this agreement.
- l. Bidder to submit a statement indicating whether there are any known or perceived conflicts of interest.
- m. Bidder to submit a detailed schedule for the purchase or supplying of:
  - i. Small wares and miscellaneous equipment.
  - ii. Cash registers and cashiers stands
  - iii. On-site computer hardware and software and/or cash register system capable of generating daily financial and operational management information.
  - iv. Transportation vehicles for on-grounds use.
- n. Bidder to submit list detailing all litigation filed on behalf of or against bidder for the last five years. The list should include, but not be limited to, name of case filed, court number, type of action or claim and result.

**Document 2 “Financial Proposal Bid Form”**

- The Financial Proposal Bid Form must be completed, signed by authorized representative and placed in the sealed package along with proposal.

## PART VIII

### Contract Terms and Conditions

***The Terms and Conditions listed below are in addition to those contained in the FE-31 Rental Agreement that will be awarded to the successful bidder.***

- ◆ The contractor shall provide and keep current evidence of insurance for the terms of the agreement in accordance with the Form FE-13, Insurance Statement (Part IX, Forms). The minimum amount of commercial general liability, workers' compensation coverage, automobile liability and liquor liability coverage shall be no less than \$1,000,000. The Contractor shall also provide evidence of insurance for motor vehicles, mobile units, personal property and equipment, inventory, business interruption and other such coverage.
- ◆ Concessionaire must meet and maintain all Federal, State, Local, Fire and Health Department rules, regulations and codes at all times. This includes Alcohol Beverage Control, Workers Compensation and Board of Equalization..
- ◆ The Concessionaire will be responsible for obtaining all appropriate licenses for selling and serving alcoholic beverages on the grounds. During the California Roots Festival and Monterey Jazz Festival, the Concessionaire shall surrender the license for the facility. If at any time, the concessionaire is not permitted to sell alcoholic beverages due to not having a California State Alcoholic Beverages on sale license in effect, the concessionaire shall for, a maximum of sixty (60) days, be liable to pay the 7th D.A.A. an equivalent amount of percentage commission equal to a comparable past event(s), or if applicable, a percentage of their management fee if, in the opinion of the 7th D.A.A., the concessionaire, its employees or agents had not exercised normal and reasonable precautionary measure to safeguard the privileges of the license. In the event such payment is incurred, it shall be based on gross receipt records for the last like event where alcoholic beverages were sold.
- ◆ All employees of the Concessionaire will comply with the Monterey County Fair Wagering Policy (Exhibit "A"), must read and comply to the Fairgrounds Policy on Sexual Harassment (Exhibit "B"), and must comply with the Fair's Alcohol Policy (Exhibit "C"). It is mutually agreed that all employees will agree to a Drug Free work environment. Concessionaire shall comply with the Drug Free Workplace Certificate, Senate Bill Number 1120, addition to Chapter 5.5 (commencing with Section 8350) to Division 1 of Title 2 of the Government Code.
- ◆ All blended and straight liquor shall be nationally recognized brands. Wine, beer and other alcoholic beverages are to be offered for sale to the extent permitted by applicable and local laws, and also subject to the 7th D.A.A.'s regulations. The 7th D.A.A. shall have the sole right to determine at which events alcoholic beverages may be sold, when they may be sold and at which locations.
- ◆ Concessionaire recognizes and understands in accepting this agreement that his interest therein may be subject to a possessory interest tax that the City of Monterey and/or County of Monterey may impose on such interest, and that such tax payment shall not reduce any percentage payments due the 7th D.A.A. hereunder. Any such tax shall be the liability of and be paid by Concessionaire. Concessionaire is responsible to make contact with the assessor's office to verify potential tax obligation.

- ◆ The Concessionaire agrees to cooperate with the 7th D.A.A. in offering for sale products of 7th D.A.A.'s corporate sponsors involved in 7th D.A.A. events to the extent which is reasonably possible, excluding alcoholic products. Agreements for use may restrict the sale of certain items, i.e., popcorn. If it is in the best interest of the 7th D.A.A. to agree to certain food or beverage restrictions for certain events, the 7th D.A.A.'s management shall have the right to do so.
- ◆ Concessionaire has the right upon approval from the 7th D.A.A. to introduce new product, new service and/or additional service areas. If permission is granted terms shall be negotiated on a case by case basis.
- ◆ Satellite Facilities are excluded from this agreement for the events throughout the year in which it is not open for business.
- ◆ It is mutually agreed that the Satellite Wagering Facility concession booth will open one hour prior to the first race going off and will close after the start of the last race. The exception to this rule would be a racing program that exceeds the hours of 12:00 midnight, if there has been no business in 60 consecutive minutes, the food and beverage concessions may close down.
- ◆ Record Keeping: Concessionaire must keep full and complete financial records of concession operations satisfactory to the 7th D.A.A.. The 7th D.A.A. shall, at all times, have the right to examine books, papers and records of the Concessionaire relative to the gross sales, invoices, bank deposit slips, monthly bank statements, inventories, cash register reading records and duplicate California State Sales tax returns. Concessionaire agrees to submit sales activity reports and make payments to 7th D.A.A. on a weekly basis, within 10 days of event conclusion. Adequate documentation must be maintained by master concessionaire on forms provided by administration office. and turned in on a weekly basis. If it becomes necessary, in the opinion of the 7th D.A.A. to audit or thoroughly study the Concessionaire's books or operation, the cost of such audit or study shall be borne solely by the Concessionaire.
- ◆ Cash Register Policy: A copy of each contract that the concessionaire generates with his client must be submitted with the payment report for all interim events within ten days of event. All cash registers on fairgrounds property must be checked in by the executive secretary at the start of business. The executive secretary will then administer a sticker for those registers checked in. Registers can be checked at any time without given notice. A complete copy of cash register tape(s) must be submitted for all events that cash sales transpire. All sales must be rung up on the cash register. Over-rings must be circled and initialed on the tape. Over-ring reports must be turned in daily. The "Z" total must be submitted at the end of each tape and the date must be visible. All "Z" totals must be continuous and will be logged continuously at the administration office. Registers must have grand totals for the life of the register. The State of California requires the 7th D.A.A. to supply back up documentation for each payment report received from the Concessionaire including bank deposit slips if requested.
- ◆ The 7th D.A.A. will maintain the water, natural gas, electrical and sewer lines except in cases where the Concessionaire's direct negligence causes major maintenance repair expense. Should the Concessionaire require additional utility capacity and/or outlets beyond those provided the cost of such installation and hookups will be at the Contractor's expense after 7th D.A.A. approval.

- ◆ Maintenance on major equipment that is owned by the 7th D.A.A. will be maintained by the 7th D.A.A.. Any equipment brought on site by the Concessionaire must have prior written approval from the 7th D.A.A.. The Concessionaire shall repair and maintain at its expense any damage sustained by food and beverage areas of the facilities and its structures, all equipment and small wares used in performance of its duties, including rolling stock, in a good state of repair, including maintenance or repair necessitated by ordinary wear and tear. Equipment necessary to the proper function of the operation that cannot be repaired shall be replaced by the Concessionaire. The replacement or addition of equipment will first be discussed with the 7th D.A.A. to determine the responsibility of cost and feasibility of location.
- ◆ Concessionaire agrees to maintain designated concession areas. The cleaning of the bar and storage areas and any other equipment is the sole responsibility of the Concessionaire. If the Fairgrounds staff has to clean the kitchen or bar areas after the Concessionaire has been the sole user of said areas, Concessionaire will be charged at rate of \$50 per labor hour.
- ◆ All scheduling for facility usage must be pre-approved by the 7th D.A.A. to avoid double bookings. The 7th D.A.A. shall provide Concessionaire with an updated schedule of events on a quarterly basis.
- ◆ All portable booths needed for outdoor events including signboards and signage is the responsibility of the Concessionaire. Concessionaire shall provide the labor for moving, set-up and break-down of temporary refreshment stands. Placement and appropriateness of same will be determined by 7th D.A.A.. Staffing levels and hours of operation will be approved by the 7th D.A.A..
- ◆ Concessionaire shall post in a conspicuous place at each bar and/or concessions stand a complete list of prices of all items offered for sale. The style and size of these signs shall be subject to the prior approval of the 7th D.A.A.. A price guide shall be maintained by the Concessionaire so that the 7th D.A.A. will have the latest prices and portions on file in the 7th D.A.A.'s office. Price increases must be recommended sixty (60) days in advance and approved by the 7th D.A.A.. Increases will not be unreasonably withheld upon presentation of proof of need. Proof of need in this context is defined as increases in the cost of specific raw food or labor, or other specific increases in operating costs that are uncontrollable by the Concessionaire.
- ◆ All decorations and props must be flame retardant. Items cannot be attached to buildings (inside or outside) without prior approval by 7th D.A.A..
- ◆ It shall be understood that the Concessionaire is an independent contractor in the operation of the concessions for the sale of beverages on the 7th D.A.A. property. The Concessionaire at no time will be considered an agent of the State, the Board of Directors of the 7th District Agricultural Association, nor its management.
- ◆ 7th D.A.A. has final approval of logos printed on containers utilized by the Concessionaire.
- ◆ Concessionaire shall be responsible to utilize and properly dispose of recyclable containers.

- ◆ Concessionaire will provide own vehicle for the transportation of beverages and equipment for on and off site catering. 7th D.A.A. must approve vehicle and it must meet all requirements of the State of California, Department of Motor Vehicles and maintain adequate insurance.
- ◆ It is mutually agreed that all employees of the Concessionaire will be attired in clean and appropriate clothing and will work at an acceptable level of professionalism. A qualified on-site manager must be available at all times. An absentee manager is not acceptable.
- ◆ The 7th D.A.A. shall have the right to recommend the discharge of any Concession employee for, but not limited to, the following reasons:
  - a. Theft and/or vandalism
  - b. Sexual harassment
  - c. Use of abusive or profane language
  - d. Substance and/or alcohol abuse
  - e. For any other conduct deemed by the 7th D.A.A. to be contrary to the best interests of the State
- ◆ Concessionaire agrees to pay 7th D.A.A. a monthly fee in the amount of \$300 for utilities which include Natural Gas and Electricity. \$300 monthly fee is based on estimates for cost of items in 2017. Should utility rates increase; a new fee will be negotiated by both parties.

## **PART IX: FORMS**

### **Forms to be completed and submitted by bidder:**

- Bidder/Contractor Status Form (2 pages)
- Financial Proposal Bid Form

### **Documents to be completed by 7th D.A.A.:**

- Notice of proposed award

### **Documents that are part of the contract to be awarded:**

- F-31 Rental Agreement
- Standard Termination Clause included
- Standard Contract Terms and Conditions Form (SCTC) form
- FE-13 Insurance Statement
- Std. 21, Drug Free Workplace Certification
- Fair Alcohol Management Policy
- Exhibit A- Fairgrounds Wagering Policy
- Exhibit B – 7<sup>th</sup> D.A.A. Sexual Harassment Personnel Policy
- Exhibit C – Fairs Alcohol Management Policy

### **Documents included for reference:**

- Appendix A – 2017 Schedule of Events

## FINANCIAL PROPOSAL BID FORM

**INFORMATION:**

- ◆ The only type of financial proposal to be accepted is a percentage of gross sales.

**FORMULA:**

- ◆ The total for 2018-2022 will constitute the total financial offer.
- ◆ The minimum percentages accepted will be: Satellite Wagering Alcohol Sales 35%; All Interim Events and Fair 35%.
- ◆ The percentages for Satellite & Interim services entered below will be added for each year. That total will constitute the financial offer. The bidder with the high total financial offer will receive 60 points. All other bidders will receive a proportionate number of points.

2018: \_\_\_\_% of sales gross

2019: \_\_\_\_% of sales gross

2020: \_\_\_\_% of sales gross

2021: \_\_\_\_% of sales gross

2022: \_\_\_\_% of sales gross

Cumulative Average %: \_\_\_\_\_

**All bidders must fill in the following information and sign this form in order for the “Financial Proposal Bid Form” to be considered.**

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Taxpayer Identification Number

Bidder certifies to the 7th D.A.A. that bidder has thoroughly familiarized itself with the 7th D.A.A. facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed. By its signature on this proposal form, the bidder certifies that he/she has read and understood the RFP package including the information regarding bid protests. Further, bidder certifies that the information provided by the bidder is accurate, true and correct, and not intended to mislead the 7th D.A.A. in any manner.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**BIDDER/CONTRACTOR STATUS FORM**

Page 1 of 2

Contractor's Name \_\_\_\_\_  
County \_\_\_\_\_  
(Full Business Name) \_\_\_\_\_  
Federal Employer ID# \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip Code \_\_\_\_\_  
(Principal place of business) \_\_\_\_\_

**STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS (PLEASE CHECK ONE)**

\_\_\_\_ Individual    \_\_\_\_ Limited Partnership    \_\_\_\_ General Partnership    \_\_\_\_ Corporation  
**Individual (Please check one)**                      \_\_\_\_ Resident                      \_\_\_\_ Non-Resident

If sole proprietorship, state the true full name of sole proprietor: (i.e., John Roe Smith; not J. Roe Smith or not John R. Smith)

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**Partnership (Please check one)**                      \_\_\_\_ General Partnership                      \_\_\_\_ Limited Partnership

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Corporation**

Place and date of incorporation \_\_\_\_\_  
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 \_\_\_\_\_

Other Officers \_\_\_\_\_

**All must answer:**

Are you subject to Federal Backup Withholding?                      \_\_\_\_ Yes                      \_\_\_\_ No

**BIDDER/CONTRACTOR STATUS FORM**

Page 2 of 2

**Fictitious Name**

If contractor 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.

**Small Business Preference**

Are you claiming preference as a small business in reference to this RFP?  Yes  No

If yes, the bidder is required to submit a copy of the OSMB's Small Business Certification Approval Letter with the technical proposal package:

Your small business ID number: \_\_\_\_\_

**Pending Litigation or Hearings**

Are any civil or criminal litigation or administrative hearings currently pending against the bidder's organization, owners, officers or employees?  Yes  No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**7th D.A.A. reserves the right to verify the information provided on this form by the bidder during the RFP process.**

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 bidder/contractor.

\_\_\_\_\_  
(Print Name) (Signature)

***If this status form is not completely filed out, signed and submitted with bidder's response to the RFP, the bid will be rejected as non-responsive.***

**NOTICE OF PROPOSED AWARD**

**RFP NUMBER** \_\_\_\_\_

**DATE** \_\_\_\_\_

The 7th District Agricultural Association announces proposed award of their  
contract for \_\_\_\_\_

To \_\_\_\_\_

If no protest is filed by 5:00 p.m. on \_\_\_\_\_

the award will be final.