

**7th DISTRICT AGRICULTURAL ASSOCIATION
Monterey County Fair
MONTEREY, CALIFORNIA**

**High Score
REQUEST FOR PROPOSAL (RFP)
CARNIVAL Services Contract**

RFP #2022-01

This person is the only authorized person designated by the fair to receive communication concerning this RFP.

Contact Person
Chris Garmon
Deputy Manager
831-372-5865

Please do not attempt to contact any other person concerning this RFP. Oral communication from fair officers and employees concerning the RFP shall not be binding on the fair 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 concerning this RFP.

December 13, 2022

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PART 1

BIDDER

The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.

**EVALUATION
& SELECTION
COMMITTEE**

Hereinafter referred to as "***Committee***" Committee chosen by the fair to evaluate and score proposals received.

F&E

Refers to the "***Division of Fairs and Expositions***", Department of Food and Agriculture, which is a division of the agency of the State of California overseeing the activities of fairs, F&E is located at:

*2399 Gateway Oaks, Suite #210
Sacramento, CA 95833*

DGS

Refers to the "***Department of General Services***", State of California, located at:

*707 Third Street
West Sacramento, Ca 95605
Attention: Office of Legal Services*

RFP

Request for Proposal

RESPONSIVE

Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive".

PART II

GENERAL INFORMATION

A. REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 7th District Agricultural Association in releasing this RFP intends to award a contract for a period of ten years for the purpose of carnival operation during the 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030 and 2031 Monterey County Fair.

(For multi-year contracts, certification of satisfactory performance is required at the end of each year as a justification for continuance of the contract.)

B. BIDDER RESPONSIBILITY

Read the documents very carefully, as the fair 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.

C. 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 VI, Section B, Failure to timely submit your proposal shall result in an automatic rejection. Failure to meet any of the below requirements or any of those identified in Part III, Section A, Paragraph 4 may result in a rejection, or a reduction in points during the scoring process. Please see Part III, Section a, Paragraph 4 for more detail regarding automatic and discretionary rejections. ***Unless otherwise stated, faxes are unacceptable.***

Proposals must meet the following format requirements to be deemed responsive for fair consideration:

- One sealed package-containing two (2) copies of the technical proposal and labeled with the bidder's name, the RFP number, and "Technical Proposal. (For additional details, see Part VI, B. 1.)
- One sealed package containing two (2) copies of the financial proposal bid form and labeled "Financial Proposal Bid Form. (For additional details, see Part VI, B.2.)
- Both sealed packages must be placed in a third package with the bidder's name on the outside and addressed as follows:

*Chris Garmon/Deputy Manager
7th District Agricultural Association
2004 Fairground Road
Monterey, CA 93940
Carnival RFP #22-01*

D. **CONTRACT AWARD**

If the proposal is not automatically rejected as described in Part II, Section C, then each bidder’s technical proposal is evaluated and scored by the Committee who utilizes the score sheet included in Part V. Subsequently, the “Financial Proposal Bid Forms” will be opened and scored. Small Business Preference will be computed where applicable.

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 Board 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.

E. **TENTATIVE SCHEDULE - AMENDED**

RFP Released	December 13, 2022
Proposals due at Fair’s Administration Office no later than 12:00 p.m.	February 15, 2022
“Notice of Proposed Award” posted & mailed	February 16, 2022
Date Award Final – no protest may be filed after this time.	February 23, 2022
Proposed contract commences	February 23, 2022

F. **SMALL BUSINESS PREFERENCE (APPLIES ONLY IF FAIR IS A DISTRICT AGRICULTURAL ASSOCIATION)**

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/MB’s to 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 SB or MB, or if your application is on file with Office of Small Business and DVBE Services (OSDS), or if you are claiming preference as a non-small business subcontracting with certified SB/MB (s), see PART VI of the 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 you hard-copy form by mail, e-mail osdchel@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 5pm 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% preference eligibility. For more information, e-mail: osdchelp@dgs.ca.gov or call (916) 375-4940.

You may mail, hand-deliver or express-mail your package to:

Office of Small Business and DVBE Services (OSDS)

ATTN: BDD Unit
707 3rd Street, 1st Floor, Room 1-400
West Sacramento, CA 95605

G. **BIDDER/CONTRACTOR STATUS FORM**

All *bidders* must complete, sign and submit the form in response to the RFP. Failure to comply will deem the bidder non-responsive. The Fair 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 a partnership, the signing partner must indicate whether a limited or general partner.

H. **CALIFORNIA FAIR SERVICE AUTHORITY (CFSA) CARNIVAL MASTER INSURANCE LIST**

No carnival operator will be eligible to be awarded a contract with the fair unless said operator has submitted required insurance document to CFSA and been approved for placement on the CFSA Carnival Master Insurance List prior to the bid due date; or alternatively, submitted all required insurance documentation for operation at this particular fair to CFSA well in advance of the fair’s proposal due date, to ensure that these documents are reviewed and approved. The carnival operator awarded the contract shall ensure that they are on the CFSA Carnival Master

Insurance List or have DFSA approval of the required insurance documentation for each year of the contract prior to carnival set up. During Fairtime operation, and during carnival take down.

I. **HISTORY AND GENERAL BACKGROUND INFORMATION**

The 7th District Agriculture Association is looking for aggressive marketing and promotional partners, to assist in our short-term goals, and action plans. A company that strives for an active Carnival with vision, and creative ideas to promote pre-sale, and increase annual gross numbers. A partner who takes pride in improving the appearance of the association and increasing its assets.

In 2022 the association will celebrate 86 years of service. Each year the association creates a theme. Our carnival will be expected to promote concepts and decorate to fit the theme. The carnival shall set high standards and deliver customer service to meet the needs of the association patrons.

The carnival shall submit projects/equipment, which will enhance the appearance or performance of operations conducted during the fair and interim events.

a. **HISTORY AND GENERAL BACKGROUND INFORMATION**

Last year's attendance was over 73,000. The 2022 fair will operate 5 days from September 1 – 5. 2023-2033 dates are yet to be determined. Weekday hours of operation are Noon–10:00 p.m., Friday through Sunday from Noon–11:00 p.m. The fair will feature 5 days of free concerts and entertainment.

In 2021, Admission prices were as follows:

Adults-\$12.00	Seniors - \$10.00
Children (6-12) \$6.00	Children under 6 are free

The Monterey County Fair typically features the following special days:

Kids' Day (Kids 12 and under free all day)
Seniors' Day
Special Friends Day
Military Appreciation Day
Fiesta Day

The fair also promotes a community stage and the pavilion where acts and local talent are show cased. This Association takes pride in the safety of its patrons. A CFSA Safety team will be utilized to inspect prior to the opening of the Fair. The contract with local law enforcement a Private Security company will enhance the public appearance and implementation of a caring and safe environment. We expect our carnival to share these respected values.

PART III

RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, they shall immediately notify the Fair of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document.

Modifications by the fair, if any, will be made in writing by way of an addendum issued pursuant to paragraph 2, below.

Clarification, by the fair, if issued, will be given by written notice to all parties to whom the Fair had sent notice of the RFP and to persons or entities who have requested to be given notice of any modification or notices.

2. Addendum

If necessary, the fair will modify the RFP prior to the date set for submission of final proposals, by issuance 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.

3. Definitions

The use of “**shall**”, “**must**” or “**will**” indicates a ***mandatory*** requirement or condition in the 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.

4. 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 bids as stated in Part II

- The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.

A proposal **may** be rejected if:

- It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP.
- 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 fair, such information was intended to mislead the fair in its evaluation of the proposal and the attribute, condition or capability of requirement of this RFP.)
- It is unsigned.

5. **Right to Reject Any or all proposals**

It is the policy of the fair not to solicit proposals unless there is a bona fide intention to award a contract. However, the fair reserves the right to reject any or all proposals or to cancel the RFP at any time during the process.

6. **Protests**

A bidder may file a protest against the awarding of the contract. **If the fair is a District Agricultural Association:** The protest must be filed with the Fair and with DGS at:

*Department of General Services (DGS)
707 Third Street
West Sacramento, California 95605
Attention: Legal Office*

The protest **must** be received prior to the expiration of five (5) calendar days from notice of the proposed award being posted and, in no event, later than 5:00 pm on the fifth calendar day after notice of proposed award was posted in a public place at the Fair'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 Fair and 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 protester's protest being deemed untimely and grounds for protest waived. Protest shall be limited to the grounds contained in Public Contract Code, Section 10345.

B. OTHER INFORMATION

1. Disposition of Proposals

All materials submitted in response to this RFP would become the property of the fair. 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 fair will assess a fee to cover duplicating costs. Documents may be returned only at the fair's option and at the bidder's expense. One copy of each bidder's proposal shall be retained for official fair files.

2. Confidentiality of Proposals

The fair will hold the contents of all proposals in confidence until issuance of the "Notice of the 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 fair 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, and shall on that basis be rejected.

PART IV

STATEMENT OF WORK TO BE PERFORMED AND CONTRACT TERMS AND CONDITIONS

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. ***If the fair is a District Agricultural Association, the contract awarded pursuant to this RFP will also contain the "Standard Contract Terms and Conditions" (SCTC), F-31 Form which will be incorporated and made apart of the contract.*** All terms and conditions are fixed and non-negotiable.

A. OPERATIONAL CARNIVAL

Contractor shall provide a fully operational carnival including quality rides, games and food concessions. Each ride must have a current permit to operate, issued by the California Division of Industrial Safety, under the provisions of the California Labor Code Section 7906 before they are placed in operation at the fair.

1. Rides

- a. Contractor shall provide at least **five (5)** of the following rides: Spectacular Type Rides/Fun Houses such as: Super Loop, Gravitron, Zipper, Skydiver, Thunderbolt, Flying Bobs. At least one (1) Spectacular must be at least 65' (sixty-five feet) in height (i.e. a big wheel) to be easily visible from the areas around the fairgrounds.
- b. Minimum of **seven (7)** Major Type Rides, such as: Scrambler, Ferris Wheel, Carousel, Tilt A Whirl, Bumper Cars, Giant Slide.

The remainder of the type of adult rides provided shall be at the discretion of Contractor.

- c. Minimum of **twelve (12)** Kiddie Type Rides, such as: Umbrella Ride, Crazy Bus, Kiddie Carousel.

A minimum of eighty-five percent (85%) of the rides must be owned by the Contractor/Carnival Operator. For the terms of this contract, leases do not constitute ride ownership.

2. Substitutions

Contractor may provide substitute ride for those listed in the Contractor's proposal provided said request is approved in writing.

3. Game Concessions

Contractor shall supply a maximum of 30 game concessions. For purposes of these contract documents, two in one games (one structure) shall count as two games. **No novelty concessions, direct sales or non-food concessions/vendors will be allowed.**

4. Food Concessions

Contractor shall supply a maximum of three (3) food concessionaires, one (1) of which is to be located on the Kiddie Land area. Food concessions (exclusive of the Carnival commissary) shall not open prior to the daily opening time of the fair.

5. Quality

For multi-year contract, the quality of the carnival is expected to improve, or at a minimum, stay the same.

B. PERFORMANCE OF CONTRACT

1. Contractor is to pay up to \$2,000 to the Heritage Foundation in support of their Scholarship Program.
2. Contractor to pay \$5,000 for reimbursement of security and provide security for carnival gate #9.
3. Contractor will supply Association with a minimum of (100) carnival "Pay-One-Price Unlimited Ride" admissions at no cost to Association to be used for promotional purposes.
4. Contractor shall provide one (1) hours of acceptable rides on Special Friends Day at no cost to Association from 12 p.m. – 1 p.m. or times mutually agreed upon.
5. All rides, game concessions and food concessions shall be maintained in good repair and available for operation during the hours the fair is open. In the event less than 95% (ninety-five percent) of the Contractor's proposed rides, game concessions, and food concessions are available for operation, Contractor shall pay Fair \$500.00 per day as liquidated damages for each day that the Contractor's level of operation falls below 95%. No liquidated damages will be assessed if the failure to operate is the result of a major power outage or act of God, or if such failure to operate is with the fair's consent.
6. Contractor must provide a list of all rides, games and concessions showing ownership at least thirty (30) days prior to the fair, and a lot layout fifteen (15) days prior to the opening day of the fair. Association reserves the right to reject Contractor's use of any subcontractor.
7. If subcontractors are used during the term of this contract, Contractor must notify Fair Management, and Fair Management must approve the use of the subcontractor in writing at least ten (10) days prior to the opening date of the fair. Regardless, Contractor may not violate the required ownership of eighty-five percent (85%) of the rides used in the carnival areas at any time during the term of the agreement.
8. There shall be limited, if any, down time for any rides, games or concessions. Fair Management or his/her designee must be notified immediately in the event any ride, game or concession is down for any reason.
9. Fair management may require closure and/or removal of any ride, game or concession considered detrimental to Fair operations or image due to its nature, appearance or condition. Determination as to what is considered detrimental in this case is at the sole discretion of Fair Management and shall be considered final; however, Association agrees to take into consideration what is considered reasonable in the carnival and fair industry.
10. Contractor agrees to attend Fair Management Staff meetings each day during the Fair each year. In the event the Carnival Owner/Operator is not on site or not available, attendance by Contractor's designated

representative shall be suffice. At each daily meeting Contractor will be required to furnish daily ticket sale reports, a recap of any down equipment, operational difficulties and incident reports. Contractor input on fairtime daily operations in relation to the carnival and carnival areas is appreciated.

11. The final Carnival financial settlement shall take place at 10:00 a.m. on Tuesday following the closing of each fair. Any settlement time prior to this must be mutually agreed upon by both parties in writing.
12. At carnival settlement, Association agrees to provide a complete carnival Presale settlement sheet with accountability for all coupon/ticket/wristband inventories.
13. Contractor shall ensure that the Carnival operation maintains a clean and professional appearance.
14. All signs shall be professionally printed.
15. Contractor shall provide promotional programs, which fit into the theme and goals of the fair.
16. Association reserves the right to secure sponsorships for the Carnival area. Proceeds from these sponsorships belong solely to Association.
17. It is agreed and understood by the parties that the physical, on-site presence of the current Owner or approved Owner's Representative of Contractor's carnival company is necessary for this agreement. In the event that Contractor's carnival company is sold to a third party and/or the current owner(s) should cease to be active in the management and operation of the named carnival company for any reason during the entire term of the agreement, the Association, at its sole option, shall have the right to terminate the agreement by giving thirty (30) days written notice to Contractor. It is further agreed that the rights and responsibilities of Contractor provided herein may not be assigned, sold, transferred or otherwise disposed of, without prior written approval of Association.
18. The contract contains a 30-day written cancellation notice by either party (item #17 form #F31). If the 30-day cancellation clause is invoked by either party, it must be done a minimum of one hundred twenty (120) days prior to the opening date of the upcoming fair.
19. Association retains the sole option to extend the contract term to include the 2027 – 2031 contract years. In the event Association chooses to exercise this option, Contractor will be notified in writing by no later than November 1, 2026. All contract terms and conditions will remain in force during the option years of 2027 - 2031 if Association chooses to exercise the option.
20. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.

C. SAFETY

1. Contractor shall perform the carnival operation in a manner, which will ensure the safety of fair's employees and agents; contractor employees, agents, and sub-contractors; and the public.
2. Contractor shall make safety its number one concern at all times. This is inclusive but not limited to the use of ground wire covers in walkways.
3. Contractor shall disclose to Fair Management any necessary information regarding Safety Policies, including ensuring that Fair Management receives an updated copy of Contractor's Safety Policy Manual.
4. Contractor shall have all appropriate licenses and insurances prior to arrival on site. CFSA Safety contractor will inspect all documents and perform a minimal safety inspection of all rides.

D. CARNIVAL OPERATION

1. Carnival Space Available

The Carnival shall perform the services required under this contract solely within the confines of the designated carnival areas. Contractor is not authorized to conduct any activities other than those specified in the agreement. See attachment A-4 for a map/depiction of the carnival areas.

Contractor shall arrange the assigned area for carnival operations so as to protect the public from any dangerous conditions.

Contractor shall establish procedures to ensure reasonable security of all rides, games, concessions, and equipment when not in use so that no attractive nuisance or negligent condition exists.

The Association reserves the right to change the location of carnival areas on the fairgrounds as conditions may dictate, however, such change must be for the overall benefit of the fair.

2. Carnival Set-Up and Takedown

Contractor shall have all rides, games and concessions in place and ready for inspections by 12:00 Noon on Wednesday, August 31, 2022 (similar dates and times for subsequent years). Contractor shall be solely responsible for the assembly. Contractor will comply with recommendations and instructions from any ride inspector, Health Department Official, or State Fire Marshall. Contractor will not be permitted to open and start any operation until the Fair C.E.O. (or his/her designee) gives approval to do so. The lot will be available three (3) days prior to opening day. Pre-fair storage of equipment in advance of this date must be arranged with Association by no later than ten (10) calendar days prior to the arrival of the equipment, and storage is restricted to areas designed by Fair Management.

Take/tear down shall not begin until after the official closing time of the Fair on September 5, 2022 (similar dates and times for subsequent years) or as authorized by the fair C.E.O. (or his/her designee). Contractor agrees not to remove or permit removal, or dismantle or permit dismantling of any ride, game or concession prior to the closing time of the last day of the Fair each year. All rides, vehicles and equipment must be off Association property by the Friday following the closing date of the fair. Association accepts no responsibility for loss or damage to rides, vehicles or equipment not removed by this date, and reserves the right to move such as needed after that date.

3. Daily Hours of Carnival Operation

The daily hours of carnival operation are as follows:

Thursday -Monday Noon–Midnight

Hours of operation are set solely at the discretion of Fair Management. However, Association agrees to consider input from Contractor in regards to hours of operation.

Contractor agrees to cease operation at Midnight on each night of operation during the fair run. Should Contractor fail to cease operation in a timely manner, Contractor agrees to pay Association \$500.00 per hour to reimburse Association for additional Security costs. The fee shall be assessed in half-hour increments with a \$250.00 minimum.

4. Ticket Handling Responsibility and Procedures

a. Ticket Prices and Sales

Contractor shall submit to Fair Management for their approval a complete list stating price and number of tickets/coupons to be charged (including “Pay-One-Price Unlimited Ride” coupons) for all attractions of any kind operated by Contractor by April 1, 2022 (April 1 for subsequent years).

Contractor shall furnish all necessary ticket stock/wristbands for admission in all denominations necessary for the operation of all carnival attractions. Contractor shall pay for the design, printing and shipping costs of such ticket stock/wristbands.

Contractor shall provide payment for all ticket stock for Costco promotions each year by June 1st of that year.

Contractor shall furnish all ticket sellers and pay for all costs of the ticket sellers operation, including ticket sellers, takers, ticket booths and boxes. Contractor shall have the responsibility of and accountability for all ticket coupons/stock.

Contractor agrees to provide the previous day’s ticket sale report by 1:00 p.m. each day of each year’s Fair. Association reserves the right to audit individual ticket sale transactions, ticket money or ticket stock at any time.

All attractions operated by Contractor under this agreement (exclusive of skill games and food and beverage concessions) shall work on a ticket or coupon basis, requiring a specific ticket/coupon count with price and number posted conspicuously at each location.

Association reserves the right to monitor or “shop” all operations of the ticket handling process through the use of individual “shoppers” or by employment of an organization skilled in this profession. Contractor shall be expected to take immediate action for discrepancies brought to the Fair’s attention by Association employees, “shoppers,” or a “shopping” service. Contractor shall also be expected to pay the Fair any receipt shortages found and to dismiss any dishonest employees discovered by the “shopping” process.

b. “Pay-One-Price Unlimited Rides” and Presale

The Monterey County Fair Carnival "Pay-One-Price Unlimited Ride" admission coupon/wristbands are honored all day on each day during the run of the fair. The fair reserves the right to limit or change the number of days or hours the "Pay-One-Price Unlimited Ride" admissions are honored.

As stated above, Association reserves the sole right to approve the "Pay-One-Price Unlimited Ride" wristband/coupon price to be charged. Contractor may not increase these prices without prior written approval from Association.

Contractor agrees to work closely with Association in order to ensure the continued success of the Carnival "Pay-One-Price Unlimited Rides" Presale program. Contractor is required to furnish all necessary "Pay-One-Price Unlimited Rides" coupons/tickets/wristbands to Association with an official printed ticket manifest by no later than May 1 of each year of contract.

Association or their designated representative(s) will sell all Carnival "Pay-One-Price" Presale program admissions until Wednesday, August 31, 2022, at midnight. (similar dates and time in subsequent years), at which time any remaining "Pay-One-Price" admission sales will be the responsibility of Contractor. Association will sell "Pay-One-Price" presale program admissions on the internet until Wednesday, August 31, 2022. Association will also sell full price carnival wristbands via the internet from midnight prior to Fair opening until close of Fair.

5. Electrical Power, Supplies, Trash/Garbage Disposal

Contractor shall furnish their own trash receptacles and be responsible for maintaining all carnival areas in a clean, neat and safe condition at all times. Association is not responsible for garbage service and/or disposal. Sewer service is not available in all areas used by the Carnival operation, and gray water and/or sewage shall not run on the ground. Arrangements should be made by food concessionaires in regard to this requirement. All carnival areas must be completely cleaned and returned to their original condition by no later than Friday following the closing date of the Fair.

Contractor shall provide all electrical service, installation and connections needed for any part of their operation at their expense. Contractor shall provide lighting for rides, games, concessions and surrounding areas to the satisfaction of Fair Management. Electrical cables crossing public roadways or walkways must be ground wire covers.

6. Availability of Showers, RV Parking

Association has limited toilet facilities available and NO shower facilities available. Contractor and Fair shall come to a mutual agreement regarding providing and maintaining rented shower and toilet facilities used by carnival personnel.

Limited RV services are available in the surrounding carnival area. The locations of all RV/camper sites are to be designated by Fair Management, and there will be no carnival camping outside these areas. No gray water and/or sewage shall run on the ground. The Fair has adequate dump stations and hook ups available.

7. Limitations on Sales/Concessions

Novelty items will be sold by Association's novelty contractor only, including the exclusive sale of "glow" and "blink" products. Sale of novelties, "glow" and "blink" are not permitted in the carnival areas. No

pony rides or other attractions and activities shall be booked by the carnival without the prior written consent of Fair Management.

Association contracts on a regular basis with a limited number of “special attractions” outside the carnival areas. These “special attractions” may include but are not limited to arcades, video games, foot massagers, equipment dealers, rock climbing walls, bungee jumps, pony rides, and stroller and/or wheelchair rentals. Contractor shall neither be responsible for nor share in the proceeds of these attractions.

8. Authorized Representative of Contractor

Contractor must maintain at least one representative who is authorized to take immediate action upon any request of fair at all times that Contractor’s property is on the fairgrounds. This person must be identified to the fair as the Contractor’s authorized representative.

9. Carnival Management and Employees

- a. Concrete management philosophies, practices, and policies shall be used to ensure professional personnel actions during the execution of this contract. Management shall operate in a manner that enhances the fair in the eyes of its patrons.
- b. Contractor shall be responsible for its employees having training required by the Division of Industrial Safety, Department of Industrial Relations.
- c. During all carnival operating hours, an adequate number of experienced and professional personnel must be on duty.
- d. The number of employees hired during carnival operations shall be sufficient to ensure that no carnival ride or game will be without a minimum of one attendant at all times during scheduled hours of operation.
- e. Employees who have regular public contact shall be attired in clean, uniform clothing.

All staff provided by Contract shall be uniformly dressed in clean and new (or near new) shirts with Contractor’s logo. All shirts must have collars and be tucked in at the waist.

All staff provided by Contractor will wear clean uniform slacks, trousers or dress shorts. No cutoffs, rag bottoms, or rips in material will be allowed.

All staff provided by Contractor will be required to have neatly trimmed hair, including facial hair. Staff members with long hair will be required to wear their hair neatly in a ponytail.

- f. Association may require Contractor to exclude from any of its operations personnel whose appearance or conduct is detrimental to Fair operations or the public image of the Monterey County Fair.
- g. Contractor is required to accept responsibility for the conduct of all employees, agents, concessionaires, relatives and associates at all times while on the fairgrounds.

- h. Contractor is required to supply each employee with a identification badge (photo preferred) which must be affixed in plain sight at all times the employee is acting within the scope of their employment. This badge will be used for admission to the fairgrounds. Carnival employees failing to carry proper I.D. will be charged admittance to the fair.
- i. A list of all of Contractor's management personnel and their qualifications must be submitted with the RFP. If, during the duration of this contract there is a change in management, Fair Management is to be notified in writing at least sixty (60) days prior to the opening date of the fair.

10. Prohibitions

- a. Contractor shall not permit the following activities:
 - Operation of games of chance
 - Sale of alcoholic beverages
 - Offer of cash prizes or re-purchasing of prizes awarded in any game
 - Offer as prizes: any live animals (except goldfish), soft drinks, knives, firearms, any item that can be used as a weapon, any item which may be deemed pornographic, depicts nudity or is in questionable taste, any item that depicts or glorifies violence, drugs, or drug use (content to be approved or disapproved by Fair Management)
 - Allowing children less than ten (10) years of age to participate in money pitch games unaccompanied by an adult. Signs with this statement must be posted at all such games.
 - No dogs will be permitted on the fairgrounds

11. Inspection and Maintenance

- a. Contractor Inspection

Contractor shall perform mechanical and safety ride inspection (documented in writing, stating what was inspected, when, by whom, and the findings) immediately upon the completion of one-third and two-thirds of the total anticipated number of hours of operation.

- b. Fair Inspection

The fair manager, and/or designee, may perform the following monitoring and inspection activities.

Fair may elect to perform carnival ride and equipment safety inspections ("safety inspections") at any time deemed appropriate. Fair may determine, in its sole discretion, the basis of and the criteria to be used in performing safety inspections. To the extent deemed appropriate by the fair in its sole discretion, safety inspections will include the inspection of any books and records of the Contractor. Any remedial work requested by fair as a result of a safety inspection must be satisfactorily completed by Contractor as a prerequisite to the operation or further operation of the affected carnival ride or equipment. Neither the right to perform safety inspections nor the performance of safety inspections shall impose any responsibility on the Fair regarding the condition of the carnival rides or the equipment operated by the Contractor or relieve the Contractor from responsibility for insuring that all carnival rides and equipment are safe and in good calendar order.

c. Maintenance Procedures

Maintenance procedures during Fair time for carnival grounds, equipment, and attractions shall be established to include routine Contractor inspection by supervising personnel with such frequency to ensure no unsightly conditions (e.g., litter, trash accumulation, marred surfaces of any kind on Contractor or fair property within the defined carnival area) exist.

Contractor will maintain clean, attractive brightly lit rides. Contractor will provide ride report maintenance records to fair upon request.

12. Bonds, Insurance, Licenses, Permits, Taxes

- a. All insurance, bonds, licenses and permits which are required under the contract documents or for placement on the "Early Qualification List," or by local law or ordinance must be current and valid at all times during the performance of the contract. All rides, games and concessions which Contractor proposes to operate on fair's premises must be properly licensed and/or permitted prior to carnival operation.
- b. Contractor will comply with any applicable laws and ordinances and pay for any licenses and permits as required. Contractor may be subject to Possessory Interest tax if so imposed by the County of Monterey.

PART V

EVALUATION, SELECTION, AND SCORING PROCESS

Each proposal **shall** be evaluated for responsiveness to the fairs needs as described in this RFP. This part describes the process the fair will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may wish to interview a bidder for clarification purposes only. The bidder will not be allowed 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 SECTION PROCESS

1. Following the deadline for receipt of proposals as stated in Part II, each proposal will be examined to determine if:
 - submittal (receipt) was by the deadline time and date; and
 - the physical format requirements were met
 - ***This is not a public review***

2. Technical proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for:
 - review of the technical proposal
 - confirmation the information is presented in the format required by the RFP, and all required documentation is included and correct

Proposals that do not present the information in the format required may be rejected as non-responsive.

- ***This is not a public review.***

3. The Fair reserves the right to verify any reference and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracies are grounds for disqualification, or receipt of a lower score.
4. The Committee will evaluate each proposal that meets the format requirements of preceding paragraph two, and assign points for the technical proposal.

- ***This is not a public review***

5. The Committee may request interviews of the bidder for clarification of proposals (**For county fairs and citrus fairs, bidders must be provided with the opportunity for an interview.**) Following any interviews, the proposals may be re-scored.

- ***This is not a public review***

6. The “financial Proposal Bid Forms” will then be opened and scored and added to each reviewers’ points to obtain the total points each reviewer gives to each bidder. The total points of **each** reviewer will be added up for that bidder and the result divided by the number of reviewers for the bidder’s total overall score.
7. If the fair is a District Agricultural Association, Small Business Preference will be added if applicable (see Small Business Preference information in Part II).
8. The proposed award will be made to the bidder with the highest final score.
9. In the event of a tie in 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.
10. All bidders will be notified of the results.

SCORING CRITERIA

B. SCORING PROCESS, CRITERIA AND ITEMS SCORED

The following shows the areas to be scored, and the information that must be provided by bidders for scoring.

1. Quality/quantity of rides, games, shows and other concessions: 15

Provide descriptions and/or photographs of rides, games, and concessions (photographs and descriptions to depict current condition) (15)

2. Current operation/management philosophies and policies: 5

Provide a copy of current personnel manual and applicable policies or statement of it (i.e. uniforms, employee drug testing policies) (5)

3. Promotions (including, but not limited to advance ticket sales, "Pay-One Price" program, discount rides on Kid's Day): 10

List and describe promotions that the carnival operator will provide for each year of the contract

4. Past experience and previous performance for the last two years: 15

Provide letters from event managers (or list of event names for which your carnival performed during the last two years)

To indicate:

- Daily Timeliness of ride, game, and attraction opening
- Frequency which rides and shows are not operating
- Ride, game, and show general appearance
- Lot cleanliness
- Personnel cleanliness
- Proper posting of information, and signage

5. Safety: 25

Liability/ loss records last five years(15)

List all liability loss payments and outstanding claims (including Worker's Compensation) relating to Personal injuries in excess of \$50,000.00 for each person or occurrence during the last two

years. Briefly explain how each loss occurred. Attach insurance company loss records and company name for verification. If there are no losses, provide an explanation of such.

List any patron, employee or sub-contractor deaths that have happened within the last ten years with an explanation surrounding the death.

Current safety policies and procedures(10)

Describe current safety policies and procedures that affect employees and the public.

6. Financial Offer: 30

Submit "Financial Proposal Bid" Form

PART VI

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 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 two (2) separate documents placed in two (2) separate sealed packages; both sealed packages are inserted into a third package. All packages need to be clearly labeled in the manner described in Part II.

1. "Technical Proposal"

Information in the technical proposal is to be provided in the order requested beginning with the cover letter page. Each page is to be numbered at bottom, starting with the number 1; all pages should be 8-1/2" X 11" inch paper; and all narrative portions of the proposal should be typed.

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 proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting bidder, it is expressly agreed by the bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. 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.”

The person’s name must be printed clearly below the signature line, and then signed on the signature line and dated, the proposal will be reject as being non-responsive.

Table of Contents:

~One (1) completed “Declaration of Carnival Operator” form

~One (1) completed (by subcontractor) “Subcontractor’s Certification” form for each subcontractor that the carnival operator proposes to use to supply any rides or concessions, if applicable.

~Small Business Preference Documentation, if applicable, and if the fair is a DAA.

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 OSDS a sheet of paper stating that the application has been submitted to OSDS 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 subcontractors shall include the subcontractors’:

Name, address, phone number, description of work to be performed and dollar amount or percentage per subcontractor

Also include the sub-contractor’s certification or indicate if application(s) are on file with OSDS.

Bidder must provide all information/documentation requested in Part V, B.

2. **“Financial Proposal Bid” Form**

The “Financial Proposal Bid” Form **must** be completed and signed.

PART VII – FORMS SECTION

FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

- “Financial Proposal Bid” Form
- Declaration of Carnival Operator
- Bidder/Contractor Status Form
- Attachment A, “Adult Rides”
- Attachment A-1, “Kiddie Rides”
- Attachment A-2, “Game and Food Concessions”
- Attachment A-3, “Other Equipment to be Provided”

DOCUMENTS TO BE COMPLETED BY DAA

“Notice of Proposed Award” (after proposed award is determined)

A. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED

- “Rental Agreement”, F-31
- “Standard Contract Terms and Conditions” (SCTC), F-31 Form
- California Fairs Service Authority “Insurance Requirements”