



MONTEREY COUNTY FAIR
7th District Agricultural Association
SOUND & LIGHT
REQUEST FOR PROPOSAL
RFP NUMBER 2022-04

Contact Person: Chris Garmon, Deputy Manager
Monterey County Fair
2004 Fairground Road
Monterey, CA 93940

Telephone: (831) 372-5865

Date Released: March 12, 2022

TABLE OF CONTENTS

	Page #
I. DEFINITIONS	3
II. GENERAL INFORMATION	4
III. RULES GOVERNING EVALUATION, SELECTION AND SCORING PROCESS	8
IV HISTORY AND GENERAL INFORMATION	11
V. STATEMENT OF WORK TO BE PERFORMED	12
VI FORMAT & CONTENT REQUIREMENTS	15
VII. EVALUATION CRITERIA & SELECTION PROCESS	17
VIII. GENERAL AGREEMENT PROVISIONS	18
IX. SAMPLE SCORING SHEET	21
X. FORMS SECTION	22

PART I DEFINITIONS

BIDDER/PROPOSER

The individual, company, organization, or business entity submitting the proposal in response to the request for proposals

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".

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 & Expositions**", Department of Food & 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
Attn: Office of Legal Services*

PART II

GENERAL INFORMATION

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 (10) years for the purpose of sound & lighting services 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. This is at the sole discretion of the 7th District Agricultural Association Board of Directors)

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.

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 details regarding automatic and discretionary rejections.

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 bidders name, the RFP number, and "Technical Proposal"
- One sealed package containing two (2) copies of the financial proposal bid form and labeled "Financial Proposal Bid Form".
- Both sealed packages must be placed in a third package with the bidder's name on the outside and addressed as followed:

Chris Garmon, Deputy Manager
7th District Agricultural Association
2004 Fairground Road
Monterey, CA 93940
Sound & Lighting RFP #22-02

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.

TENTATIVE SCHEDULE

RFP Released	April 12, 2022
Proposals due at Monterey County Event Center no later than 5:00 p.m.	May 6, 2022
Proposals opened	May 9, 2022
Notice of proposed award posted & mailed	May 10, 2022
Award Final, no protest may be filed after this time	May 17, 2022 by 5 PM

INSURANCE

The bidder awarded the contract shall provide original Certificate of Insurance including \$1,000,000 in commercial general liability coverage, \$1,000,000 per occurrence for bodily injury and property damage liability combined and \$500,000 coverage for workers compensation coverage in a form and manner acceptable to the Association within 15 days of the contract award. Failure to do so could result in the termination of said contract.

The certificate must include:

- . evidence of authorized insurance coverage for the term of the contract which includes set up and tear-down;
- . a 30-day cancellation notice;
- . the Association with address shown as certificate holder; and
- . the additional insured paragraph in the following exact words:

That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

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 your 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

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.

**PART III
RULES GOVERNING EVALUATION, SELECTION AND SCORING PROCESS
RFP REQUIREMENTS AND CONDITIONS**

SUBMISSION OF RFP:

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

HISTORY AND GENERAL INFORMATION

In 2022 the association will celebrate 86 years of service. Each year the association creates a theme, based around the local agriculture commodities.

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 business partners to share these respected values.

PART V

STATEMENT OF WORK TO BE PERFORMED AND CONTRACT TERMS AND CONDITIONS

I. SCOPE OF REQUESTED SERVICES

The Monterey County Event Center, in releasing this RFP intends to award a contract for a period of up to ten (10) years, for the purpose of providing Sound and Lights for the annual Monterey County Fair in 2022 - 2031. Performers ranging from individuals to large groups perform on the Payton Stage, and the Pattee Arena. A copy of the 2021 Daily Schedule of Events is available upon request.

The main system needs are as follows:

1. Sound and Light systems for the following stages:
 - a. Payton Stage (Main Stage)
 - b. Island Stage
 - c. Pattee Arena

The bid shall be for the total price on a yearly basis. There shall be no additional charges without an amendment to the agreement signed by both parties.

I. Statement of Work to be Performed and Contract Terms and Conditions

Payton Stage (Main Stage)

Description: The Main Stage is an outdoor concert performance space. This stage is used for our headlining entertainers and is a free admission show. Headlining acts have traditionally been held at 7:30pm each night of the fair with community acts performing during the day.

Equipment Listing:

Lighting:

6 – 10' trusses
4 truss lifted
8 opti pars
4 adj. mini movers
6 blizzard beams
20 Chauvet led pars
CD80 dimmer rack
Roadhog 4
Power Cable Package
6 cable ramps

Sound:

6 – JBL vertech 4888 tops

6 – JBL vertech 4880 subs

4 – Crown itech amp racks

8 – JBL Stage Monitors

Microphone work box

XLR Cable Box

FOH Yamaha Mixing Console

Monitor Yamaha Mixing Console

Crown Monitor AMP Rack

Monitor Cable Package

JBL Drum Sub

100 AMP Power Distro

Stage Power

Island Stage (Gate 5 Area)

Description: Island Stage is located inside Gate 5 next to the permanent food booths & the pond. The stage is used by community based acts throughout the fair during the day.

Equipment Listing:

Lighting:

12 battery powered LED pars

Sound:

Mackie 1604 Mixer

4 – Speaker Stands

4 – Mackie Self Powered Speaker 15”

2 – DI’s

2 – Mic Stands

2 – Microphones

Power Cable Package

Pattee Arena (Rodeo Arena)

Description: Rodeo Arena inside of Gate 5 behind The Race Place. The arena holds roughly 1,800 people in the grandstand.

Equipment Listing:

100 AMP Distro Power Package

8 Vertech 4888

2 Fly Bars

NI8 Cable Package

1 Mixing Console

2 Stage Monitors

2 Crown AMP Racks

*Safety Certification – all staging must be accompanied with Engineer Stamps or certified drawing stating that the structure meets all current wind load requirements.

** Contractor to supply qualified Stage Hands for Load-In and Load-Out as well as Stage Manager

PART VI

FORMAT AND CONTENT REQUIREMENTS

A. Introduction

This part provides instruction 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.

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. There should be three (3) copies of each document within each sealed package. Both sealed packages are to be inserted into a third package and sealed. All packages need to be clearly labeled in the manner described:

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 the bottom starting with the number 1; all pages should be 8 ½” x 11” paper and all narrative portions of the proposal must 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 #2022-04 to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting firm, 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 above the signature line and dated. If bidder fails to submit this document, and it is not signed and dated, the proposal will be rejected as being non-responsive.

2. “Financial Proposal”

The Financial Proposal Bid Form must be completed and signed.

C. Items to Be Evaluated-Technical Proposal

1. Past Experience and Reputation (Technical Proposal)

Past experience for the previous three calendar years. Attach a complete list of performance history under similar or relevant conditions, i.e., events 5 days or longer with a minimum of 3 stages. Specify overall qualifications of company and business philosophy, attitude, interest in project, integrity, etc.

2. Personnel (Technical Proposal)

Attach a copy of the company's personnel manual and applicable policies or statements of same (i.e. dress code, organizational chart, personal integrity, level of expertise required, etc.). Attach statements of personnel's detailed working knowledge of systems and professional experience. Include statements describing willingness to work with and cooperate with Fair staff, performers and their representatives.

3. References (Technical Proposal)

Attach names, address and telephone numbers of at least 3 business relates references from events, fair or facilities. Submit at least 3 letters of recommendation from any past contractors.

4. County/District Fair Experience of Similar Size/Length (Technical Proposal)

Provide a complete list of fairs contracted within the past five years, with the following information: Manager's name, on-site contact and grounds entertainment coordinators and phone numbers for each.

5. Equipment (Technical Proposal)

- a. A detailed list of all equipment proposed for use at the fair
- b. Condition of the equipment (new, 2 years old, etc.)
- c. Date the equipment was purchased
- d. Ownership of the equipment proposed for use at the fair

6. Financial Proposal

The Financial Bid Form and equipment costs will be reviewed. Include any additional costs in this area.

PART VII

EVALUATION CRITERIA AND SELECTION PROCESS

Each proposal shall be evaluated to determine responsiveness to the Association's needs as described in this RFP.

During the evaluation and selection process, the Evaluation and Selection Committee will interview a Proposer for clarification only. The Proposer cannot change proposals after the time and date designated for receipt.

Final determination of the Proposer to be awarded the agreement will be made on the basis of the information submitted, references provided and telephone or internet checks with the State Department of Consumer Affairs or other agencies. The Proposer that, in the opinion of the review committee, will best serve the needs of the Corporation will be awarded the agreement.

EVALUATION AND SELECTION

1. After the period has closed for receipt of proposals, each proposal is examined by fair staff to determine compliance with the RFP format requirements and grounds for rejection (under part III). (This is not a public review)
2. Each Proposer's Information Form is reviewed and further research or verification of information included on the form may be completed.
3. The Evaluation Committee is provided copies of all the proposals for their individual review.
4. The Evaluation Committee will conduct oral or phone interviews (if needed) with the bidder for clarification of proposals. (This is not a public review)
5. The Evaluation Committee individually scores each proposal based on the scorecard provided in this packet. A cumulative score is determined based on these individual scores. (See Score Card)
6. A "Notice of Proposed Award" is posted at the Fair Administration Office and emailed to each Proposer.
7. At their next regular Board meeting, the Associations Board of Directors will approve the Service Agreement with the successful bidder.

THE ASSOCIATION RESERVES THE RIGHT TO VERIFY ANY REFERENCE DISCLOSED IN THIS PROPOSAL OR TO ASCERTAIN THE ACCURACY OF INFORMATION PRESENTED. MISINFORMATION OR INACCURACIES ARE GROUNDS FOR DISQUALIFICATION.

PART VIII

GENERAL AGREEMENT PROVISIONS

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

A) Term

The agreement shall begin on June 1, 2022 and end on October 31, 2031. (For multi-year contracts, certification of satisfactory performance is required at the end of each year as a justification for continuance of the contract. This is at the sole discretion of the 7th District Agricultural Association Board of Directors)

B) Indemnification and Liability

Proposer agrees to accept all responsibility for loss or damage to any person or entity, including Monterey County Fair & Event Center and the County of Monterey, and to indemnify, hold harmless, and release Monterey County Fair & Event Center and the County of Monterey, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Proposer, that arise out of, pertain to, or relate to this Agreement. Proposer agrees to provide a complete defense for any claim or action brought against Monterey County Fair & Event Center and/or the County of Monterey based upon a claim relating to Proposer's performance or obligations under this Agreement. Proposer's obligations under this Section 7 apply whether or not there is concurrent negligence on the part of the Monterey County Event Center or the County of Monterey, but, to the extent required by law, excluding liability due to the Monterey County Fair & Event Center's conduct. Monterey County Fair & Event Center and the County of Monterey shall have the right to select their own legal counsel at PROPOSER'S expense, subject to Proposer's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Proposer or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

C) Independent Capacity

The Proposer, and the agents and employees of the Proposer, in the performance of this Agreement, shall act in an independent capacity and not as officers and employees or agents of the Association.

D) Insurance Requirements

Proposer shall furnish to the Corporation a certificate of insurance and proper policy endorsements as required on Attachment #1.

E) Non-Discrimination Clause

During the performance of this Agreement, Proposer and its sub proposers shall not unlawfully discriminate, harass, or allow discrimination, or harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, or other protected status. Proposer and sub proposers shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Proposer and sub proposers shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated.

Proposer shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Proposer, by signing this Agreement, assures the Association that it complies with the Americans with Disabilities Act (“ADA”) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. Proposer further agrees that it will continue to comply with the ADA during the performance of this agreement.

F) Conflict of Interest

Proposer warrants and covenants that no official or employee of neither the Association nor any business entity in which an official or employee of the Association is interested:

Has been employed, retained to solicit or aid in the procuring of this agreement; will be employed in the performance of this agreement without the immediate divulgence of such fact to the Association. In the event the Association determines that the employment of any such official, employee, or business entity is not compatible with such official’s or employee’s duties as an official or employee of the Association, Proposer, upon request of the Association, shall terminate such employment immediately. For breaches or violations of this paragraph, the Association shall have the right both to annul this agreement without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

G) Drug-Free Workplace Certification

By signing the agreement, Proposer certifies compliance with Government Code in matters relating to providing a drug-free workplace, and agrees to abide by and implement all of its statutory obligations.

H) Compliance With Law

Proposer shall observe and comply promptly with all federal, state and county statutes and ordinances and with all rules, regulations, directives and orders of appropriate governmental agencies, such as statutes, ordinances, rules, regulations, directives, and orders now existing or may hereafter provide concerning the use and safety of the Premises.

I) Attorneys’ Fees

In the event the Association or Proposer shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement, to recover rents, or to enforce to establish any right or remedy of either party, the prevailing party shall be entitled to recover as a party of such action or proceeding, reasonable attorneys’ fees and court costs.

J) Merger

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

K) Time is of the Essence

Time is of the essence with respect to the performance of every provision of this Agreement in which time or performance is a factor.

L) Severability

The invalidity or illegality of any provision shall not affect the remainder of the Agreement.

M) Captions

The section headings of this Agreement are inserted only as a matter of convenience and in no way define, limit, affect, or describe the scope of this Agreement or any provisions hereof.

PART IX

SCORING OF RFP

2022 RFP Proposal

Scoring for Stage & Lights Equipment

Total Score out of 100

1. Ability of Proposer to provide Stage and Lights Equipment for Annual County Fair: 30
2. Applicant's Experience & Ability to Perform: 10 Points
3. Cost: 50 Points
4. Client References and Compliance with RFP: 10 Points

PART X

FORMS TO BE USED IN THE RELEASE OF THIS RFP

A) FORMS PROVIDED TO BE COMPLETED AND SUBMITTED BY BIDDER

- 1) Contractor Status Form (3 pages)
- 2) Financial Proposal (1 page)

2022-2031 BIDDER / CONTRACTOR STATUS FORM

PAGE 1 OF 2

CONTRACTOR'S NAME:

ADDRESS:

CITY: _____ ZIP: _____

FEDERAL ID# _____

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

____INDIVIDUAL____LIMITED PARTNERSHIP____GENERAL PARTNERSHIP
____CORPORATION

INDIVIDUAL (PLEASE CHECK ONE)____RESIDENT____NON-RESIDENT

IF A SOLE PROPRIETORSHIP, STATE THE TRUE NAME OF SOLE PROPRIETOR:
(I.E., JOHN ROE SMITH; NOT J. ROE SMITH OR NOT JOHN R. SMITH)

PARTNERSHIP (PLEASE CHECK ONE)

____LIMITED PARTNERSHIP____GENERAL PARTNERSHIP

IF A PARTNERSHIP, LIST EACH PARTNER IDENTIFYING WHETHER LIMITED PARTNER(S),
STATING THEIR TRUE FULL NAME AND THEIR 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 CALIF: _____

CURRENT OFFICERS:

PRESIDENT: _____

VICE PRESIDENT: _____

SECRETARY: _____

TREASURER: _____

OTHER OFFICERS: _____

ALL MUST ANSWER:

ARE YOU SUBJECT TO FEDERAL BACKUP WITHHOLDING? _____

OTHER/ CONTRACTOR STATUS FORM

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 INFORMATION

YOUR SMALL BUSINESS ID NUMBER: _____

PENDING LITIGATION HEARINGS

ARE ANY CIVIL OR CRIMINAL LITIGATION OR ADMINISTRATIVE HEARINGS CURRENTLY PENDING AGAINST THE BIDDER'S ORGANIZATION, OWNERS, OFFICERS, OR EMPLOYEES? _____

IF YES, PLEASE STATE THE CASE NUMBER, AGENCY, OR COURT WHERE PENDING AND STATUS OF LITIGATION OR HEARING:

WE RESERVE THE RIGHT TO VERIFY THE INFORMATION PROVIDED ON THIS FORM BY THE BIDDER DURING THE RFP PROCESS. BY SIGNING THIS FORM, YOU ARE AUTHORIZING THE RELEASE OF ANY AND ALL INFORMATION PERTAINING TO YOURSELF AND BUSINESS IN WHICH YOU PARTICIPATE OR HAVE PARTICIPATED, INCLUDING INFORMATION OF A CONFIDENTIAL OR PRIVILEGED NATURE IN THE POSSESSION OF GOVERNMENT OF PRIVATE AGENCIES OR INDIVIDUALS WHO FURNISH SUCH INFORMATION FROM LIABILITY FOR DAMAGES WHICH MAY RESULT FROM FURNISHING THE INFORMATION REQUESTED.

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.

SIGNATURE

PRINT NAME

IF THIS STATUS FORM IS NOT COMPLETELY FILLED OUT, SIGNED AND SUBMITTED WITH BIDDER'S RESPONSE TO THE RFP, THE BID WILL BE REJECTED AS NON-RESPONSIVE. ANY FALSE OR MISLEADING INFORMATION WILL CAUSE THE BID TO BE REJECTED AS NON-RESPONSIVE.

Financial Bid Form

Stage & Lights Equipment

I hereby submit the following bid for stages and lights on the grounds for the Monterey County Fair & Event Center for a five-year period; 2022, 2023, 2024, 2025, and 2026 with an option for a five (5) year extension, 2027 - 2031.

2022, 1 st Year Contract \$ _____	2027, 6 th Year \$ _____
2023, 2 nd Year Contract \$ _____	2028, 7 th Year \$ _____
2024, 3 rd Year Contract \$ _____	2029, 8 th Year \$ _____
2025, 4 th Year Contract \$ _____	2030, 9 th Year \$ _____
2026, 5 th Year Contract \$ _____	2031, 10 th Year \$ _____
Total Ten-Year Bid \$ _____	

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

Firm Name (Print)

Phone Number

Address

City/State/ZIP

Tax ID Number

Bidder certifies that the bidder has thoroughly familiarized self with the Monterey County Event Center 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 Monterey County Event Center in any manner.

Signature

Title