

**14<sup>th</sup> DISTRICT AGRICULTURAL ASSOCIATION  
Santa Cruz County Fair  
Watsonville, California**

**High Score  
REQUEST FOR PROPOSAL (RFP)  
CARNIVAL Services Contract  
RFP NUMBER –RFP 2014-03**

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

Contact Person  
David Kegebein  
Fair Manager  
[dave@bestberrys.com](mailto:dave@bestberrys.com)

**All communications must be in writing, signed, and dated.**

**Please do not attempt to contact any other person concerning this RFP.** Oral communication from 14<sup>th</sup> DAA officers and employees concerning the RFP shall not be binding on the 14<sup>th</sup> DAA, 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.

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**PART 1**

**DEFINITIONS**

**14<sup>th</sup> DAA, Fair, or Association**

The terms are used interchangeably in the RFP and refer to the 14<sup>th</sup> District Agricultural Association, an entity of the State of California.

**RFP**

Abbreviation for Request for Proposals.

**BIDDER**

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

**Bid or Proposal**

Refers to the proposal to be submitted to the 14<sup>th</sup> DAA in response to the RFP.

**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***"; the Committee was chosen by the 14<sup>th</sup> DAA to evaluate and score the proposals.

**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:

*1010 Hurley Way, Suite 200  
Sacramento, CA 95825*

**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*

**CFSA**

Refers to the California Fairs Service Authority, a joint powers authority, that manages the insurance pool and performs other services for the fair industry in the State of California.

**PART II  
GENERAL INFORMATION**

**A. REQUEST FOR PROPOSALS (RFP)**

The Board of Directors ("Board") of the 14th District Agricultural Association ("14<sup>th</sup> DAA"), in releasing this RFP, intends to award a contract to an independent Contractor for a term of three (3) years (2014-2016) for the purpose of providing, managing, and operating a carnival during the Santa Cruz County Fair with a three (3) year option to extend the term for an additional three years (2017-2019) at the sole discretion of the 14<sup>th</sup> DAA.

*(For multi-year contracts, please be advised that certification of satisfactory performance is required at the end of each year during the term of the contract 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 the final submittal, as reviewers and the Scoring Committee ("Committee") 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 and electronic delivery of Proposals are unacceptable.***

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

- 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: Dave Kegebein, Fair Manager; 14<sup>th</sup> District Agricultural Association; 2601 East Lake Avenue; Watsonville, CA 95076; Carnival RFP #2014-03.

D. **CONTRACT AWARD**

If the proposal is not rejected pursuant to Part II, Section C, then the technical portion of the proposal is evaluated and scored by the Committee in accordance with the scoring criteria set forth herein in Part V. Thereafter, the "Financial Proposal Bid Form" submitted in the proposal will be opened, evaluated, 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 awarding a contract, the 14<sup>th</sup> DAA 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 either withdrawn by the bidder or rejected by the Department of General Services ("DGS").

E. **TENTATIVE SCHEDULE**

RFP Released	<b>April 4, 2014</b>
Proposals due at Fair's Administration Office no later than 12:00 p.m.	<b>April 18, 2014</b>
Interview, if necessary, to clarify proposals (Interviews are not public; may be recorded)	<b>April 21, 2014</b>
"Notice of Proposed Award" posted & mailed	<b>April 22, 2014</b>
Date Award Final – no protest may be filed after this time.	<b>April 29, 2014</b>

F. **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/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 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% preference eligibility. For more information 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 3<sup>rd</sup> Street, 1<sup>st</sup> Floor, Room 1-400  
West Sacramento, CA 95605

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

No carnival operator (Bidder) will be eligible to be awarded a contract with the 14<sup>th</sup> DAA unless said operator has submitted required insurance documents to the California Fairs Service Authority ("CFSA") and been approved for placement on the CFSA Carnival Master Insurance List prior to the bid due date and time. The carnival operator awarded the contract shall ensure that they are on the CFSA Carnival Master Insurance List or have CFSA approval of the required insurance documentation for each year of the term of the contract prior to carnival set up, during Fair time operation, and during carnival take down. For information on the carnival Early Qualification List process, contact the Division of Fairs and Expositions at (916) 263-2955.

## **H. HISTORY GENERAL BACKGROUND INFORMATION**

The 14<sup>th</sup> DAA is looking for aggressive carnival contractors who will assist with marketing and promotions. To achieve the goals, objectives, and action plans of the Fair the 14<sup>th</sup> DAA will contract with an active Carnival that has vision and creative ideas to promote pre-sale and increase annual gross attendance and revenue numbers. Further, the 14<sup>th</sup> DAA is seeking a contractor who takes pride in improving the appearance of the 14<sup>th</sup> DAA and increasing its assets.

Each year the 14<sup>th</sup> DAA creates a theme for the Fair. The carnival operator will be expected to promote concepts and decorations to fit the theme. In addition, the carnival operator is expected to set high standards and deliver customer service to meet the needs of the Fair's patrons.

During the term of the contract, the carnival operator will be required to submit projects/equipment, which will enhance the appearance or performance of operations conducted during the Fair and other non-fair time interim events.

Attendance for the 2013 Santa Cruz County Fair("Fair") was approximately 67,600. The 2014 Fair will operate 6 days from September 9 – 14, 2014. For purposes of this RFP, even though the exact dates for the 2015 thru 2019 Fairs are yet to be determined, please be informed that the duration of the Fair is planned to be six (6) days during the month of September in any given year. In 2014, weekday hours of operation are Tuesday Noon–10:00 PM, Wednesday through Friday from Noon–11:00 PM, Saturday 10:00 AM – 11:00 PM and Sunday 10:00 AM – 10:00 PM. Historically 75% of patrons attend the fair between 6pm on Friday and Sunday night's closing. The Bidder needs to clearly demonstrate in its Proposal the ability to offer adequate ride capacity to accommodate fair patrons on rides without long wait times. The fair will feature concerts exhibits, animals, food and entertainment.

Bidders should also be aware that there is substantial amusement ride competition in the local marketplace including the Santa Cruz Beach Boardwalk and California's Great America Parkway ("collectively referred to as Competitors"). The Monterey County Fair is on Labor Day Weekend which is one week prior to the Santa Cruz County Fair. Considering this competition each Bidder must submit a plan in its Proposal to demonstrate how its promotions and carnival operations will attract customers to the Fair and carnival.

Based on the foregoing, **PLEASE BE ADVISED** that a Proposal in order to be deemed responsive to this RFP must meet the following requirements, in addition to the other requirements set forth in this RFP: "Contractor must provide a minimum of seven (7) Spectacular Rides, nine (9) Major Rides, and eleven (11) Kiddie Rides." The bidding company must own 85% of the rides as spelled out in part IV - B. 1.

Bidders should also be aware that this cumulative quantity of spectacular and major rides as well as the ownership requirements have been required in previous carnival RFP's dating back to at least 2003.

In 2014, the Fair admission prices will be as follows:

Adults-\$10.00

Seniors - \$8.00

Children (6-12) \$5.00

Children 5 years and under are free

The Santa Cruz County Fair typically features the following special days:

Senior Day and Military Appreciation Day

Tuesday

Kids' Day (Kids 12 and under free all day)

Wednesday

The 14<sup>th</sup> DAA takes pride in the safety of its patrons. A CFSA Safety team will be utilized to inspect the carnival and its operations prior to the opening of the Fair. The contract with local law enforcement and private security will enhance the public appearance and implementation of a caring and safe environment. The 14<sup>th</sup> DAA requires that the carnival operator share and respect these 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 14<sup>th</sup> DAA 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 14<sup>th</sup> DAA***, if any, will be made in writing by way of an addendum issued pursuant to paragraph 2, below.

***Clarification, by the 14<sup>th</sup> DAA***, if issued, will be given by written notice to all parties to whom the 14<sup>th</sup> DAA had sent notice of the RFP and to persons or entities who have requested to be given notice of any modification or notices.

###### 2. Addenda

If necessary, the 14<sup>th</sup> DAA 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 bidder 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 14<sup>th</sup> DAA not to solicit proposals unless there is a bona fide intention to award a contract. However, the 14<sup>th</sup> DAA 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. The protest must be filed with the 14<sup>th</sup> DAA 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 p.m. on the fifth calendar day after notice of proposed award was posted in a public place at the 14<sup>th</sup> DAA'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 14<sup>th</sup> DAA. 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 14<sup>th</sup> DAA will assess a fee to cover duplicating costs. Documents may be returned only at the 14<sup>th</sup> DAA's option and at the bidder's expense. One copy of each bidder's proposal shall be retained for official 14<sup>th</sup> DAA files.

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

The 14<sup>th</sup> DAA will hold the contents of all proposals in confidence until issuance of the "Notice of the Proposed Award"; but once issued and posted, no proposal will be treated as confidential.

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

Any proposal, which is received by the 14<sup>th</sup> DAA 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. ***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

Contractor shall provide a list that includes the name of the ride, the ride owners name, Year of original manufacture / year of rebuild – update, industry standard hourly ride capacity, admission price, ride type, and California ID number.

A. Seven (7) - Spectacular Type Rides such as: Century Wheel, Typhoon/Flying Bobs, Zipper, Hammer/Ranger, Phoenix, Quasar, and Viper.

B. Nine (9) - Major Type rides such as: Bumper Cars, Starship, Wipeout, Tornado, Tilt-a-whirl, Carousel, Super Slide, Sizzler, Vertigo, Fun /Scary House.

C. Eleven (11) - Kiddie Type rides such as: Tractor Ride, Madagascar, Berry Go Round, Roller Coaster, Red Barron, Tune Train, Fort Fun, Convoy, Dizzy Dragon, Elephants, Toon Town Train, Bumble Bees, Ladybug, Jeeps, Trucks

##### 2. Substitutions

Contractor may provide substitute ride(s) for those listed in the Contractor's proposal provided said request is approved in writing. Each such request must be presented to the Fair Management at least ten (10) calendar days prior to the opening of the Fair. (See Attachment "A-5", Ride Substitution Form.)

##### 3. Game Concessions

Contractor shall supply a minimum of 12 games.

Contractor shall develop and submit a layout plan thirty (30) days prior to fair opening if the Contractor plans to set up more than 16 games that year. This plan must be approved in writing by Fair Management fifteen (15) days prior to fair opening.

##### 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 shall not open prior to the daily opening time of the fair.

##### 5. Quality

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

## **B. PERFORMANCE OF CONTRACT**

1. 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 fifteen (15) 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. The 14<sup>th</sup> DAA reserves the right to reject Contractor's use of any subcontractor.
2. 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.
3. 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, the 14<sup>th</sup> DAA agrees to take into consideration what is considered reasonable in the carnival and fair industry.
4. The final Carnival financial settlement shall take place at 10:00 a.m. on Monday following the closing of each Fair. Any other settlement time must be mutually agreed upon by both parties in writing.
5. At carnival settlement, the 14<sup>th</sup> DAA agrees to provide a complete carnival Presale settlement sheet with accountability for all coupon/ticket/wristband inventories. PRE-SALE CARNIVAL RIDE TICKETS/WRISTBANDS SHALL BE CONSIDERED SEPARATELY FOR FINANCIAL PAYMENT TO FAIR BASED ON FINANCIAL PERCENTAGE PROPOSAL.
6. Contractor shall ensure that the Carnival operation maintains a clean and professional appearance.
7. All signs shall be professionally printed.
8. Contractor shall provide promotional programs, which fit into the theme and goals of the Fair.
9. The 14<sup>th</sup> DAA reserves the right to secure sponsorships for the Carnival area. Proceeds from these sponsorships belong solely to the 14<sup>th</sup> DAA.
10. 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 14<sup>th</sup> DAA, 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 the 14<sup>th</sup> DAA.
11. 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.
12. The 14<sup>th</sup> DAA retains the sole option to extend the contract term to include the 2017-2019 contract years. In the event the 14<sup>th</sup> DAA chooses to exercise this option, Contractor will be notified in writing by

no later than December 1, 2016. All contract terms and conditions may be subject to renegotiation during the option years of 2017 – 2019, if the 14<sup>th</sup> DAA chooses to exercise the option.

13. 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 the 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 14<sup>th</sup> DAA 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 as agreed upon under the terms of the final contract. 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 Manager C.E.O. (or his/her designee) gives approval to do so

Take/tear down shall not begin until after the official closing time of the Fair on September 14, 2014 (similar dates and times for subsequent years) or as authorized by the Fair Manager (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 the 14<sup>th</sup> DAA's property by the Friday following the closing date of the Fair. The 14<sup>th</sup> DAA 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:

Tuesday, Kiddie Land only: 3:00 PM – 11:00 PM; Wednesday – Friday (all carnival): 12 Noon -12

Midnight, Saturday (all carnival): 10:00 AM – 12 Midnight; Sunday (all carnival): 10:00 AM – 11:00 PM

Hours of operation are set solely at the discretion of Fair Management. However, the 14<sup>th</sup> DAA agrees to consider input from Contractor in regards to hours of operation.

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, 2014 (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 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 4:00 p.m. each day of each year's Fair. The 14<sup>th</sup> DAA 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.

The 14<sup>th</sup> DAA 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 the 14<sup>th</sup> DAA's employees, "shoppers," or a "shopping" service. Contractor shall also be expected to pay the 14<sup>th</sup> DAA for any receipt shortages found and to dismiss any dishonest employees discovered by the "shopping" process.

b. "Pay-One-Price Unlimited Rides" and Presale

The Santa Cruz 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 14<sup>th</sup> DAA 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, 14<sup>th</sup> DAA 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 the 14<sup>th</sup> DAA.

Contractor agrees to work closely with the 14<sup>th</sup> DAA 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 the 14<sup>th</sup> DAA with an official printed ticket manifest by no later than May 1 of each year of the contract.

The 14<sup>th</sup> DAA or its designated representative(s) will sell all Carnival "Pay-One-Price" Presale program admissions until Monday, September 9, 2014 at 5:00 PM. (similar dates and time in subsequent years), at which time any remaining "Pay-One-Price" admission sales will be the responsibility of Contractor.

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. The 14<sup>th</sup> DAA will assist Contractor with arrangements for debris bins, clean-up personnel and sewage service to be provided at Contractor's expense, as the 14<sup>th</sup> DAA has existing contracts and arrangements for such services. The 14<sup>th</sup> DAA 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

The 14<sup>th</sup> DAA has limited toilet facilities available and shower facilities available.

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 14<sup>th</sup> DAA has adequate dump stations and hook ups available.

7. Limitations on Sales/Concessions

No pony rides or other attractions and activities shall be booked by the carnival without the prior written consent of Fair Management.

The 14<sup>th</sup> DAA 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 the 14<sup>th</sup> DAA at all times that Contractor's property is on the fairgrounds. This person must be identified to the 14<sup>th</sup> DAA 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 shall be attired in clean, uniform clothing.

All staff provided by Contractor shall be uniformly dressed in clean and good condition (or near new) shirts with Contractor's logo. All shirts must have collars.

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. The 14<sup>th</sup> DAA 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 Santa Cruz 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 with the exception of service dogs.

## 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. The 14<sup>th</sup> DAA may elect to perform carnival ride and equipment safety inspections ("safety inspections") at any time deemed appropriate. The 14<sup>th</sup> DAA 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 14<sup>th</sup> DAA in its sole discretion, safety inspections will include the inspection of any books and records of the Contractor. Any remedial work requested by the 14<sup>th</sup> DAA 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 14<sup>th</sup> DAA 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 working 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 the 14<sup>th</sup> DAA 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 the 14<sup>th</sup> DAA'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 Santa Cruz.

## PART V

### EVALUATION, SELECTION, AND SCORING PROCESS

Each proposal *shall* be evaluated for responsiveness to the 14<sup>th</sup> DAA's needs as described in this RFP. This part describes the process the 14<sup>th</sup> DAA 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. The Committee will consist of three qualified individuals/reviewers, who will evaluate each proposal, with the assistance of the Fair Manager or consultant, if one is needed, and then will independently score each proposal in accordance with the criteria set forth in this RFP. Upon receipt of the technical portion of each proposal, the Committee will

- review the technical proposal
- confirm that 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 14<sup>th</sup> DAA 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 the technical portion each proposal that meets the format requirements of preceding paragraph two, and each member/reviewer of the Committee will 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. Following any interviews, the proposals may be re-scored.

▪ ***This is not a public review***

6. The envelopes containing the "Financial Proposal Bid Forms" will then be opened by the Committee and scored and added to each member's/reviewers' points to obtain the total points each reviewer gives to each bid proposal. The total points of each reviewer will be added up for that bidder and the result divided by the number of reviewers (3) for the bidder's total overall score.

7. Small Business Preference points 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: 25**

Provide descriptions and/or photographs of rides, games, and concessions (photographs and descriptions to depict current condition).....(10)

Provide completed Exhibits A, A-1, A-2, and A-3 listing rides, games, concessions and equipment proposed for this fair, including equipment enhancing or improving the appearance and amenities of the carnival area.....(10)

Overall Per hour ride capacity.....(5)

**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).....(2)

Provide statements relative to public relations policies, handling of customer concerns, disabled guest accommodations, employee hiring practices, games, rides, and concession pricing policies etc.,.....(3)

**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: 10**

Compliance .....(4)

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

List any contracts cancelled or not renewed for option years in the last two years whether it was a fair, festival, or event that cancelled or did not renew the contract with a reason for the cancellation or non-renewal.

Timeliness of Payments .....(3)

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

Timely payments of funds to previously contracted events

Provide statements indicating whether or not you have any outstanding financial obligations for any California fairs.

Financial References .....(3)

Provide letters from three financial references (banks, credit organizations, ride manufactures, major suppliers etc.) that you have done business with during the last two years.

**5. Safety: 20**

Liability/ loss records last five years .....(10)

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.

Properly licensed & mechanically sound rides last two years .....(5)

List all oral and written information on mechanical and/or safety deficiencies of the rides during the last two years. This information may include, but is not limited to, ride inspection information from federal, state or local agencies, Joint Powers Authorities, or your insurance representatives. If this information is already available through another entity, please describe where it can be obtained.

Current safety policies and procedures .....(5)

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.

**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 sub-contractors 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
- 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"