

DATE: 3-17-2014
MEETING OF: 3-25-2014
FROM: Dave Kegebein - Manager
RE: Carnival Contract

BACKGROUND:

The contract for the operation of a carnival during the annual county fair expired after the 2013 fair. In January of 2014 management sent out a request for letters of intent to submit a proposal to all of the carnivals currently listed in the Western Fairs listing.

We received responses from:

Butler Amusements – unavailable due to other commitments
Brass Ring Amusements – (most recent past contractor) – interested
California Carnival Company – interested

An RFP was prepared using the F & E template and the 2012 Monterey County Fair RFP. Management interviewed both operators and made a trip to Ripon CA for a site visit to check out the California Carnival operation.

Both companies submitted proposals that were reviewed by a group of eight volunteers & staff. After careful consideration and consultation with Assistant Attorney General Jerry Blair as well as both contractors management decided to reject both proposals and offer both companies an opportunity to submit new proposals.

Proposals from both carnival operators were submitted and scored by a committee of eight on March 14th (see attached scoring recap spreadsheet). Notification of proposed award was posted on March 17th as called for in the RFP. The proposed contract is for a period of 5 years with an option to renew for 5 years. It is also noteworthy that the contract has provisions for a review within 30 days after the completion of each annual fair and if either party is dissatisfied they can give notice to the other party and opt out of the remainder of the agreement, with cause, of course.

FISCAL IMPACT

2013 contract was for 38% of ride revenue with a minimum guarantee of \$72,750
The new contract is 41% of ride revenue and starts at a guaranteed \$82,000 for 2014 and grows to a guaranteed \$100,000 per year over the 10 year period of the contract.

STAFF RECOMMENDATION

Approve the proposed new contract with Brass Ring Amusements as attached

ATTACHMENTS

- Scoring Recap Spreadsheet
- RFP & Related Documents
- Proposed Contract

Carnival Scoring

On 3-14-14 8 people scored the Carnival RFP proposals as submitted from:

Kevin Tate - California Carnival Company

Harry Mason - Brass Ring Amusements

Section	Title	Points	CCC								BR									
1	Quality / Quantity of Rides, Games, Shows & other concessions	25	12	20	20	15	15	15	15	13	25	25	25	25	25	25	25	25	25	25
2	Current operation / Management Philosophies & Policies	5	5	4	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
3	Promotions	5	5	4	5	5	4	5	5	5	5	5	5	5	5	5	5	5	4	5
4	Past Experience & Previous Performance For the last two years	5	3	4	4	4	3	4	3	3	5	4	5	4	5	4	5	5	5	5
5	Safety	20	15	15	15	15	15	15	15	15	15	15	15	15	18	18	18	17	15	15
6	Financial Offer	40	38	38	38	38	38	38	38	38	40	40	40	40	40	40	40	40	40	40
100			78	85	87	82	80	82	81	79	95	94	95	97	98	97	94	94	95	95
			654 divided by 8 = 82								765 divided by 8 = 96									

2014 Carnival RFP Proposal \$\$\$ Comparison

	Ride %	Minimum Total Guarantee			1st 5 yrs	2nd 5 yrs			10 Years					
C C C Food	40% \$500 \$330	\$81,600	\$82,600	\$83,600	\$84,600	\$90,000	\$422,400	\$91,000	\$92,000	\$93,000	\$94,000	\$95,000	\$465,000	\$887,400
Brass Ring Food Games	41% \$600 \$300	\$82,000	\$84,000	\$86,000	\$88,000	\$90,000	\$430,000	\$92,000	\$94,000	\$96,000	\$98,000	\$100,000	\$480,000	\$910,000
					\$7,600								\$15,000	\$22,600

FINANCIAL PROPOSAL BID FORM

PERCENTAGE VS. GUARANTEE

INFORMATION:

Money offers will be accepted based on the contractor paying the Fair a percentage of the gross receipts from the operation of rides and shows combined with a fee for food concession stands, and games. The total sum to be paid to the Fair per year shall not be less than a stated guarantee.

- **2014-2018:** Ride Gross = not less than 40%
Food Concessions = not less than \$500 per concession
Games = not less than \$300 per game
Total cumulative guarantee shall not be less than \$81,000.
- **2019-2023:** Ride Gross = not less than 40%
Food Concessions = not less than \$600 per concession
Games = not less than \$300 per game
Total cumulative guarantee shall not be less than \$91,000

FORMULA:

Percentage of ride gross plus food concessions plus games (total cumulative not less than the minimum guarantee) = financial offer

+ 2014 offer
+ 2015 offer
+ 2016 offer
+ 2017 offer
+ 2018 offer

+ 2019 offer
+ 2020 offer
+ 2021 offer
+ 2022 offer
+ 2023 offer
= Total Financial Offer



PROPOSAL:

Bidder offers to pay the following to the Fair:

2014: 41 % of ride gross

\$600 per Food Concession

\$300 per Game

vs. \$82,000 guarantee

2015: 41 % of ride gross

\$600 per Food Concession

\$300 per Game

vs. \$84,000 guarantee

2016: 41 % of ride gross

\$600 per Food Concession

\$300 per Game

vs. \$86,000 guarantee

2017: 41 % of ride gross

\$600 per Food Concession

\$300 per Game

vs. \$88,000 guarantee

2018: 41 % of ride gross

\$600 per Food Concession

\$300 per Game

vs. \$90,000 guarantee



2019: 41 % of ride gross
\$700 per Food Concession
\$350 per Game
vs. \$92,000 guarantee

2020: 41 % of ride gross
\$700 per Food Concession
\$350 per Game
vs. \$94,000 guarantee

2021: 41 % of ride gross
\$700 per Food Concession
\$350 per Game
vs. \$96,000 guarantee

2022: 41 % of ride gross
\$700 per Food Concession
\$350 per Game
vs. \$98,000 guarantee

2023: 41 % of ride gross
\$700 per Food Concession
\$350 per Game
vs. \$100,000 guarantee



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

Brass Ring Amusements inc.

(916) 947-1268

FIRM NAME

TELEPHONE NUMBER

9700 Fair Oaks Blvd. Suite J

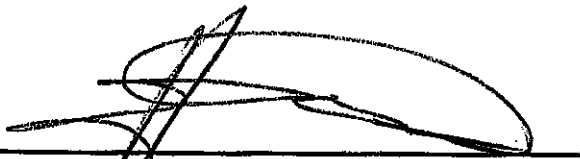
Fair Oaks, CA 95628

ADDRESS

CITY/ZIP CODE

Bidder certifies to the Fair that bidder has thoroughly familiarized him/herself with the fair facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

By signing this "Financial Proposal Bid 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 Fair in any manner.


SIGNATURE

CEO

TITLE



**14th DISTRICT AGRICULTURAL ASSOCIATION
Santa Cruz County Fair
Watsonville, California**

**High Score
REQUEST FOR PROPOSAL (RFP)
CARNIVAL Services Contract
RFP NUMBER –RFP 2014-01**

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

Contact Person
David Kegebein
Fair Manager
831-724-5671

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.

February 3, 2014

TABLE OF CONTENTS

<u>SECTION</u>	<u>SECTION NAME</u>	<u>PAGE NO.</u>
PART I	Definitions	3
PART II Information	General 4	
	A. Request for Proposal.....	4
	B. Bidder responsibility	4
	C. Delivery of proposals.....	4
	D. Contract award.....	5
	E. Tentative schedule	5
	F. Small Business Preference	6
	G. Pre-Qualification (Early Qualification List	6
	H. History and background	7
PART III	Rules of Competition and Evaluation	9
	A. Requirements and Conditions.....	9
	B. Other Information	11
PART IV	Statement of Work and Contract	13
	Terms and Conditions	13
PART V	Evaluation, Selection, and Scoring	23
	A. Evaluation, Selection	23
	B. Scoring Criteria	24
PART VI	Mandatory Format and Content Requirements	27
	A. Introduction	27
	B. Proposal Format and Content.....	27
PART VII	Forms	28

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:

*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*

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 14th District Agricultural Association, in releasing this RFP, intends to award a contract for a period of five (5) years for the purpose of carnival operation during the 2014 – 2018, with a five year renewal option, at the discretion of the 14th DAA, from 2019-2023.

(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: Dave Kegebein, Fair Manager; 14th District Agricultural Association; 2601 East Lake Avenue; Watsonville, CA 95076; Carnival RFP #14-01.

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**

RFP Released	March 5, 2014
Proposals due at Fair's Administration Office no later than 12:00 p.m.	March 14, 2014
Interview, if necessary, to clarify proposals (Interviews are not public; may be recorded)	March 14, 2014
"Notice of Proposed Award" posted & mailed	March 17, 2014
Date Award Final – no protest may be filed after this time.	March 24, 2014
Proposed contract commences	April 15, 2014

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 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 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. **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 document 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. For information on the carnival Early Qualification List process, contact the Division of Fairs and Expositions at (916) 263-2955.

H. **HISTORY AND GENERAL BACKGROUND INFORMATION**

The 14th 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.

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 approximately 67,600. The 2014 fair will operate 6 days from September 9 – 14, 2014. 2015-2018 dates are yet to be determined. 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. The fair will feature concerts and entertainment.

In 2014, 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

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 and private security 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. Addenda

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.*

If the fair is a county fair or citrus fair: The protest must be filed according to their county or other procedures.

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

Contractor shall provide a list and the number of all rides to be displayed

a. _____ Spectacular Type Rides such as:

b. _____ Major Type rides such as:

c. _____ Kiddie Type rides such as:

2. Substitutions

Contractor may provide substitute ride 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 _____ game concessions.

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. 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. Association 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, Association 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 settlement time prior to this must be mutually agreed upon by both parties in writing.
5. At carnival settlement, Association 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. Association reserves the right to secure sponsorships for the Carnival area. Proceeds from these sponsorships belong solely to Association.

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 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.
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. Association retains the sole option to extend the contract term to include the 2019-2023 contract years. In the event Association chooses to exercise this option, Contractor will be notified in writing by no later than December 1, 2018. All contract terms and conditions will remain in force during the option years of 2019 - 2023 if Association 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 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 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 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:

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, Association 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. 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 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 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 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. Association will assist Contractor with arrangements for debris bins, clean-up personnel and sewage service to be provided at Contractor's expense, as Association has existing contracts and arrangements for such services. 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 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 Fair 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.

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 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.

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 Santa Cruz.

PART V

EVALUATION, SELECTION, AND SCORING PROCESS

Each proposal *shall* be evaluated for responsiveness to the fair's 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: 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.....(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).....(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): 5

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: 5

Compliance(2)

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(2)

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(1)

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(8)

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(6)

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(6)

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

6. Financial Offer: 40

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 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”**

AGREEMENT SUMMARY
STD 215 (Rev 4/2002)

AGREEMENT NUMBER 2014-11	AMENDMENT NUMBER
------------------------------------	------------------

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME Brass Ring Amusements	2. FEDERAL I.D. NUMBER
--	------------------------

3. AGENCY TRANSMITTING AGREEMENT Santa Cruz County Fair	4. DIVISION, BUREAU, OR OTHER UNIT 14th District Agriculture Association	5. AGENCY BILLING CODE 52300
---	---	--

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number) **Brass Rings Amusements**
R2009-69

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
 Operation of carnival rides, games and concession.

9. AGREEMENT OUTLINE (Include reason for Agreement. Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
 Contractor agrees to provide and operate carnival rides, games and concessions at the Santa Cruz County Fair located on the fairgrounds at 2601 East Lake Avenue, Watsonville, CA 95076 for 2014, 2015, 2016, 2017 and 2018, with an option for an additional five years for 2019, 2020, 2021, 2022, 2023. Payment to Santa Cruz County Fair will be made according to the terms attached.

10. PAYMENT TERMS (More than one may apply.)
 MONTHLY FLAT RATE QUARTERLY ONE - TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE \$ _____ or _____ %
 OTHER (Explain) **Payment to Santa Cruz County Fair according to terms attached.**

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
					\$
					\$
					\$

OBJECT CODE	AGREEMENT TOTAL \$
-------------	--------------------

OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$
--------------	---------------------------------------

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE 	DATE SIGNED	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$
		TOTAL AMOUNT ENCUMBERED TO DATE \$

12. AGREEMENT	TERM		TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
	From	Through		
Original	2014	2023	Total cumulative guarantee shall not be less than \$81,000 for 2104-2018 and \$91,000 for 2019-2023	Bid
Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
	TOTAL		\$	

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)*
(Attach STD. 821) *(Give authority for exempt status)*

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

California Carnival Company

15. IF A AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
- Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

Contracting out to provide carnival services.

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A
- B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

- Good faith effort documentation attached if 3% goal is not reached.
- We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

- NO YES

Due to the type of services to be provided by Brass Ring Amusements, it is more feasible to establish an agreement for a Period longer than one year.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

DATE SIGNED

RENTAL AGREEMENT

Fairtime Interim

THIS AGREEMENT by and between the Santa Cruz County Fair/14th District Agricultural Association, hereinafter called the Association, and Brass Ring Amusements, Inc, hereinafter called the Renter, **WITNESSETH:**

1. **THAT WHEREAS**, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association premises beginning on September 1, 2014 and ending on September 30, 2023
2. **NOW, THEREFORE**, Association hereby grants to the renter the right to occupy the space(s) described below for the purposes hereinafter set forth, subject to the terms and conditions of this agreement: Rental of the 14th District Agricultural Association's carnival areas for annual fairs for years 2014 through 2023
3. The purposes of occupancy shall be limited to: Operation of carnival rides, games, concessions as set forth in this Agreement and shall be for no other purposes whatsoever.
4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below: See attached financial proposal which is incorporated herein and made a part of this Agreement.
5. Renter agrees to pay fees required by Association for: see attached financial proposal and to guarantee the payment of:
 - a) Any money which may be payable to Association under this agreement;
 - b) Any damage to Association property; and utility charges, if any;
 - c) Removal of all property and the leaving of the premises in a condition satisfactory to Association.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damage, injury or loss to any person or persons, including all persons to whom the renter may be liable under any worker's compensation law and renter him/herself and from any loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by renter of the privileges herein granted.
8. Renter further agrees that he/she will not sell, exchange or barter, or permit his/her employees to sell, exchange or barter, any permits issued to renter or his/her employees hereunder.
9. It is mutually agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The "Rules and Regulations" printed on page 2 of this document are incorporated herein and made a part of this agreement. Renter agrees that he/she has read this agreement and the said "Rules and Regulations" and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event renter fails to comply in any respect with the terms of this agreement and the "Rules and Regulations" referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: The CFSA Insurance Statement (if applicable) is attached and incorporated into this agreement. SEE ATTACHMENT A
14. This agreement is not binding upon association until it has been duly accepted and signed its authorized representative, and approved (if required) by the Department of Food and Agriculture, Division of Fairs & Expositions, and the Department of General Services.

IN WITNESS WHEREOF, this agreement has been executed, by and on behalf of the parties hereto, the day and year first above written.

Santa Cruz County Fair/14th District Ag. ASSOCIATION
 Address 2601 East Lake Avenue, Watsonville, CA 95076
 By _____
 Title Dave Kegebein, Interim Manager

Brass Ring Amusements RENTER
 Address 9700 Fair Oaks Blvd. Ste. J Fair Fair Oaks, CA 95628
 By _____
 Title Harry Mason, CEO 916-947-1268

RULES AND REGULATIONS GOVERNING RENTAL SPACE

1. No renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
2. Renter will conduct his/her business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within said concession plot for such purpose, and will keep the area within and surrounding said concessions free from all rubbish and debris.
3. All buildings, tents, or enclosures erected under the terms of the "Rental Agreement" shall have the prior approval of Association and local fire suppression authorities. All eating concessions not restricted to specific items will submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation.
4. Upon request, renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter in said space(s).
5. Upon request, renter must furnish receipts for license fees, tax deposits, insurance, etc., prior to event.
6. Renter will conduct the privileges granted in the "Rental Agreement" according to all the rules and requirements of the State Department of Health Services and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within said premises or fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the space and privileges provided in the "Rental Agreement", and that any and all exclusives granted renter shall not include the carnival and the carnival area.
7. Renter will cause to be posted in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public under the "Rental Agreement"; the size of said sign, manner and place of posting to be approved by Association.
8. Association will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but renter must, at his/her own expense, keep the concession space and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Association is open to the public. Receptacles will be provided at several locations to receive renter's trash, and such trash must not be swept into the aisles or streets or any public space.
9. All sound-producing devices used by renter within or outside his/her space must be of such a nature and must be so operated as not to cause annoyance or inconvenience to his/her patrons or to other concessionaires or exhibitors and the decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed within or outside any space only by first obtaining written permission thereof from Association.
10. Renter agrees that there will be no games, gambling or any other activities within the confine of his/her space in which money is used as a prize or premium, and that he/she will not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons in connection with the use of the space. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.
11. Renter is entirely responsible for the space allotted to renter and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the space allotted to renter, reasonable wear and tear and damage from causes beyond renter's control excepted.
12. Association may provide watchman service, which will provide for reasonable protection of the property of renters, but Association shall not be responsible for loss or damage to the property of renter.
13. Each and every article of the space and all boxes, crates, packing material, and debris of whatsoever nature used in connection with the space and owned by renter must be removed from the buildings and grounds by renter, at his/her own expense, not later than a date specified by Association. It is understood in the event of renter's failure to vacate said premises as herein provided, unless permission in writing is first obtained, Association may and is hereby authorized and made the agent of renter to remove and store the concession and all other material of any nature whatsoever, at the renter's risk and expense, and renter shall reimburse Association for expenses thus incurred.
14. No renter will be permitted to sell or dispose of anywhere on the fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act, except in the concession space. Even such limited sales are not to be made unless Association authorizes renter in writing and unless he/she holds a lawful license authorizing such sales on said premises.
15. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
16. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations.
17. This "Rental Agreement" shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least **30 days** next prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
18. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that the renter may be subject to the payment of property taxes levied on such interest.
19. The Association shall have the privilege of inspecting the premises covered by this agreement at any time or all times.
20. The parties hereto agree that renter, and any agents and employees of renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
21. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

ATTACHMENT A

13. Special Provisions (continued)

Standard Contract and Conditions and FE-13 insurance statements are incorporated herein and made a part of this agreement. The District's "Request for Proposal" dated March 4, 2014 and Brass Ring Amusements' complete proposal are on file at the 14th District Agricultural Association Office and the Department of Food and Agriculture and the Division of Fairs and Expositions in Sacramento, California and are incorporated herein by reference and made a part of this agreement.