

County of Ingham

Request for Proposals (RFP) Packet #3-19



Fair Operator for the Ingham County Fairgrounds

**Sealed Proposals Due:
July 9, 2019 at 11:00 A.M.**

**Sealed Proposals shall be delivered to the:
Ingham County Purchasing Department
121 E. Maple St.
Mason, Michigan 48854**

Phone: (517) 676-7222

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1.0 PURPOSE

The purpose of this Request for Proposals is to secure the services of a Fair Operator for the purpose of entering into a contract to provide all of the operations, advertising and ticketing for the 2020 through 2022 Ingham County Fair seasons.

2.0 OWNER

County of Ingham
121 Maple St.
Mason, Michigan 48854

3.0 BACKGROUND

Celebrating 165 years, the annual Ingham County Fair offers something for everyone including hundreds of exhibits, exciting grandstand events, the spectacular midway, the free family fun zone, daily cooking contests and more. Beginning at the end of July and running through the first part of August, the Fair pays tribute to the agricultural heritage of the great state of Michigan.

The Fair draws approximately 60,000 to 65,000 people over the six-day event. Typical activities planned of the Fair include:

- Demolition Derby
- Commercial Exhibits
- Continuous Live Entertainment
- Non-livestock Exhibits
- Junior Livestock Shows and Auction Food Vendors
- Cultural Attractions

The yearly Ingham County Fair carnival ride gross income has averaged \$65,600± over the past three (3) years.

3.1 Fair Dates

2019

Monday, July 29 through Saturday, August 3, 2019
11:00 A.M. to 11:00 P.M.

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2020

Monday, August 3 through Saturday, August 8, 2020
11:00 A.M. to 11:00 P.M.

2021

Monday, August 2 through Saturday, August 7, 2021
11:00 A.M. to 11:00 P.M.

2022

Monday, July 25 through Saturday, July 30, 2021
11:00 A.M. to 11:00 P.M.

The fairgrounds will be available for the Contractor to begin setting up approximately 1 week prior to the start of the Fair.

3.2 Fairground Conditions

The Fair lot is located on the west side of the fairgrounds in Mason, Michigan. The midway surface is composed of asphalt and gravel. All water will be supplied to the Contractor at no charge. Contractor must provide generators to service all carnival electrical requirements, e.g. amusements, lights, motor homes, office trailers, etc. Ingham County will provide security at the Fair entrance during operation hours. Ingham County Fairgrounds is a smoke-free facility.

4.0 SUBMISSION REQUIREMENTS

4.1 Registering as a Vendor with Ingham County

Proposers who have not registered their company with Ingham County are requested to do so by visiting <https://apps.ingham.org/vendorreg/> or by emailing Julie Buckmaster at jbuckmaster@ingham.org for assistance.

Vendors registering to provide goods and services to Ingham County under contract shall certify to their knowledge of the County's Equal Opportunity Employment / Nondiscrimination Policy, and of their agreement to comply, and shall disclose any conclusive findings of violations of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies within the past three (3) years.

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4.2 Pre-opening Inquires and Response

Any explanation desired by a proposer regarding the meaning or interpretation of this RFP and attachments must be requested to the Ingham County Purchasing Department, attention James Hudgins at jhudgins@ingham.org . The deadline for submitting final questions is no later than **3:00 P.M. on June 25, 2019.** In the subject line of the email reference the packet number and title of this RFP.

4.3 Due Date, Time & Location

Proposals will be received no later than **11:00 A.M., local time prevailing, on July 9, 2019,** at which time they will be opened in public and read aloud in the:

Ingham County Purchasing Department
Attention: James C. Hudgins, Jr., Director of Purchasing
121 E. Maple St., Room 203
Mason, Michigan 48854

Proposals received at other locations or delivered after the due date and time will not be accepted and will be returned to the proposer.

4.4 Submission of Proposals

Proposers are required to submit *an original (clearly marked) along with two (2) copies* by the date, time, and place designated above. Proposals must be submitted in a sealed, opaque envelope or package and be clearly marked on the outside “**Packet #3-19, Fair Operator for the Ingham County Fair**”. Be sure to include the name of your firm on the outside of the envelope or package.

Proposers are also required to submit an electronic version of their proposal to packetresponse@ingham.org by the due date and time set. The electronic submittal must contain your firm’s name and “**Packet #3-19, Fair Operator for the Ingham County Fair**” in the subject line. If you have trouble submitting the electronic version please email Julie Buckmaster, jbuckmaster@ingham.org to upload your proposal.

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Proposers shall complete and include with their submittals the following enclosed items:

- ✓ Local Purchasing Preference Form
- ✓ Addenda Form
- ✓ Legal Status of Bidder Form
- ✓ Non-Collusion Form
- ✓ Certificate Of Compliance With Public Act 517 Of 2012 Form
- ✓ Standards of Conduct for Ingham County Vendors Form (2 pages)
- ✓ Signature Form
- ✓ The Statistical Questionnaire is strictly optional.

4.5 Timely Submittals

Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the proposers for ensuring that their proposals are time stamped by the Purchasing Department. Proposals and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned to the proposer. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

4.6 Deliveries

Should you decide to utilize an express delivery service, please note that the Ingham County Purchasing Department/Hilliard Building is located near the intersection of Maple Street and Jefferson Street within the City of Mason.

4.7 Preparation of Proposal

All proposals must be made on the required forms prepared and executed fully and properly. Proposed prices shall be based on the selected proposer furnishing all labor, supervision, administration, design, incidentals, bonds, insurance, and any other services required to complete the work in strict accordance with this RFP. All fees and costs must be disclosed in the proposal.

4.8 Proposal Process

Proposals, which do not completely address all the solicitation requirements, will be considered non-responsive and may be excluded from consideration. Any exceptions shall be duly noted in the submittal.

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4.9 Authority to Bind Firm in Contract

Proposer shall provide the full legal firm name and address. Any proposal that has not been manually signed will be deemed non-responsive and excluded from consideration. Firm name and authorized signature must appear in the space provided on the enclosed Signature Sheet.

4.10 No Submittal

If you desire not to respond to this RFP, please forward your acknowledgment of “NO PROPOSAL SUBMITTED” via an email to jhudgins@ingham.org. Please also state the reason for not submitting a proposal. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity. **In the subject line of the email reference the packet number and title of this RFP.**

4.11 Special Accommodations

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (517) 676-7222, three (3) working days prior to need.

5.0 GENERAL INFORMATION

5.1 Conflict of Interest

By submitting a proposal, the Proposer certifies that he/she has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under any subsequent agreement with respect to this RFP. If at any time during the bidding process or subsequent contractual period, an actual or potential conflict of interest arises, the Proposer/Contractor shall immediately disclose in writing the conflict of interest to the County. The County reserves the right to immediately terminate in writing to the Contractor any subsequent agreement where, in the reasonable judgment of the County, such conflict poses a material conflict to the performance of the Contractor's obligations under the agreement; such termination of the agreement shall be effective upon the receipt of such notice by the Contractor.

5.2 Local Purchasing Preference Policy

The Ingham County Board of Commissioners (BOC) believes that its purchasing policies should encourage local vendors to provide goods and/or services to Ingham County government, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice business relocations to the County. As such, in 2010, the BOC amended its

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purchasing policies to include a ten percent (10%) purchasing preference to qualified and registered local vendors who respond to solicitations for the purchase of goods and/or services.

In Ingham County, a local vendor is defined as a vendor that operates a business within the legally defined boundaries of Ingham County and pays Ingham County taxes. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) on the enclosed Local Purchasing Preference Form at which business is being conducted. The vendor must also agree to comply with all other policies and requirements of the County. More information about the Local Purchasing Preference Policy can be found at <http://pu.ingham.org/Home/Policies.aspx>

5.3 Advice of Omission or Misstatement

In the event it is evident to a proposer responding to this RFP that the County has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding vendor shall advise Mr. James C. Hudgins, Jr., Director of Purchasing, at jhudgins@ingham.org of such omission or misstatement. **In the subject line of the email reference the packet number and title of this RFP.**

5.4 Notification of Withdrawal of Proposal

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer. No proposer may withdraw a proposal after the opening for a minimum period of 90 days.

5.5 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the proposers that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

5.6 Firm Pricing for County Acceptance

The proposal price must be firm for County acceptance for ninety (90) days from the proposal opening date, unless the proposer specifically notes otherwise.

5.7 Cost of Preparation

The County will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the proposers.

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5.8 Standard Forms

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this solicitation must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.

5.9 Addendum

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued to all vendors known to have received a proposal. It is the responsibility of the proposer to ensure that he/she has received and signed all addendums prior to submitting a proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a proposer shall be binding.

5.10 Workplace Diversity

Ingham County encourages, but in no way requires, its vendors to develop and maintain a diverse workforce that is reflective of the population of Ingham County. According to the U.S. Census Bureau, the statistics of Ingham County's population in 2010 was comprised of the following:

- a) White persons – 76.2%
- b) Black or African American persons – 11.8%
- c) American Indian and Alaska Native persons - 0.6%
- d) Asian persons – 5.2%
- e) Native Hawaiian and other Pacific Islander - 0.1%
- f) Persons of Hispanic or Latino origin – 7.3%

Ingham County tracks vendor diversity information for statistical purposes with companies with which it does business. Reporting of this information to the County is optional and not all companies participate. Statistical information regarding workplace diversity is submitted to the County in a separate sealed envelope containing the notation “STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT.” Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

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5.11 Prime Contractor Responsibilities

The Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Furthermore, Ingham County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

5.12 Independent Price Determination (Non-Collusion)

By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices of the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;
- Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror to any competitor;
- No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition; and,
- The price quoted is not higher than that given to the general public for the same service.

5.13 Exceptions

Proposers must submit a listing of any and all exceptions to this RFP. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions.

6.0 CONTRACTUAL TERMS AND CONDITONS

6.1 Nondiscrimination Clause

The Proposer who is selected as the Contractor, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of Ingham County, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.)

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The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

Proposers shall disclose with their proposals any conclusive findings of violations of federal, state, or local equal opportunity statues, ordinances, rules, regulations, or policies within the past three (3) years.

6.2 Indemnification and Hold Harmless

The Proposer who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Ingham and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Ingham and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or Subcontractors that may arise out of the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

6.3 Contractor Insurance Requirements

The Contractor, and any and all of his/her subcontractors, shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and any subsequent contract. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County of Ingham and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company (www.ambest.com).

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Contractor shall be responsible for insuring all of its materials and property which it may use and/or have at the Fairgrounds at any time during the duration of this agreement. Neither the Fair Board nor the County shall be responsible for any loss or damage to Contractor's materials and property.

- a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- b) Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.
- c) Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverage's, with limits of liability of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d) Excess Umbrella Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Excess Umbrella Liability Insurance on an occurrence basis with limits of liability of not less than \$3,000,000 per occurrence and/or aggregate combined single limit.
- e) Public Liability Insurance: In the amount that is currently available.
- f) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be "Additional Insured's: The County of Ingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. The coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether other available coverage is primary, contributing or excess." The appropriate boxes must be check under the "Addl Insr" heading on the Certificate of Insurance.

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- g) Cancellation Notice: All insurances described above shall include an endorsement stating the following: “It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854.”
- h) Proof of Insurance: The Contractor shall provide the County of Ingham at the time the contracts are returned by him/her for execution, two (2) copies of the aforementioned Certificates of Insurance and/ Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the contractor’s policy.

If any of the above coverage’s expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Ingham at least ten (10) days prior to the expiration date.

6.4 Applicable Law and Venue

Any agreement resulting from this RFP shall be construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal action under this agreement shall be the County of Ingham, State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

6.5 Compliance with the Law

Contractor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

6.6 Living Wage Requirement

Ingham County policy requires vendors contracting with the County primarily to perform services to pay their employees a living wage if the following two (2) conditions apply:

- a) The total expenditure of the contract or the total value of all contracts the vendor has with the County exceeds \$50,000 in a twelve-month calendar; and,
- b) The vendor employs five (5) or more employees.

In Ingham County, living wage is defined as an hourly wage rate which is equivalent to 125% of the federal poverty level for a family of four. For 2019, the living wage is \$16.10 per hour and is subject to change annually. Twenty percent (20%) of the living wage costs paid by the employer

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can be for an employee's health care benefits. This wage rate applies to part and full-time employees who work on County contracts.

See <http://pu.ingham.org/Home/TermsConditions/LivingWage.aspx> for more information.

6.7 Independent Contractor

The Proposer who is selected as the Contractor shall be an independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

7.0 EVALUATION, AWARD & TIMELINE

7.1 Award of Contract

Award shall be made to the most responsible and responsive proposer whose proposal is determined to be the most advantageous to the County provided that the proposal has been submitted in accordance with the terms and conditions of the RFP.

7.2 Basis for Award

The proposals will be evaluated according to the following criteria:

- 1) Revenue Proposal
- 2) References/past performances
- 3) Advertising Program
- 4) Entertainment Program
- 5) Quality, condition and age of rides
- 6) Completeness of proposal

Information and/or factors gathered during interviews, negotiations and any reference checks and any other information or factors deemed relevant by the County shall be utilized in the final award.

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7.3 Right of Rejection

The County reserves the right to reject any or all proposals, to waive any informalities or irregularities in proposals, and/or to negotiate separately the terms and conditions of all or any part of the proposals as determined to be in the County's best interests at its sole discretion even though not the lowest cost.

7.4 Contract Term

The contract term is for three years with an option to renew for an additional two-year period.

7.5 Contract Approval

The Ingham County Board of Commissioners and other boards and committees must approve the contract resulting from this solicitation.

7.6 Contract Development & Preparations

1. Ingham County reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer's proposal will become an integral part of the contract, but may be modified by the provisions of the contract.
2. By submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process. A proposal in response to an RFP is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in this RFP. The County retains the right not to make any subsequent award.
3. Furthermore, all proposers, by submitting proposals, agree that they have read, are familiar with all the terms and conditions of the different documents and will abide by the terms and conditions thereof. The County has the right to use, as it determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP and the proposal.
4. The County will prepare a formal contract, if one is awarded, specific to this solicitation for execution by the successful proposer.

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5. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.
6. The successful proposal shall be incorporated into a resulting contract and shall be a matter of public record subject to the provisions of Michigan law.

7.7 Notification of Award

Upon acceptance by the County, and approval by the Board of Commissioners, the successful proposer will be notified of award in writing by e-mail. Recommendations for awards will be posted on the County's website at <http://pu.ingham.org/Home/BidArchives.aspx>.

7.8 Contract Execution

The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. A valid and enforceable contract exists when an agreement is fully executed between the parties.

The successful proposer will perform all the services indicated in the RFP and in the negotiated contract. The successful proposer shall within ten (10) days of commencement of work under contract furnish the required insurance. The Certificate of Insurance, as required shall be delivered to the Ingham County Fair Office and Purchasing Department.

7.9 Escalation Clause (for multi-year service contracts)

- The Ingham County Board of Commissioners (Board) recognizes the current difficult economic conditions and the subsequent minimal cost of living increases for County employees. As such, Contractors should fully understand that proposed contracts with cost increases greater than 1% will receive extra scrutiny from the Board and may be rejected and rebid.
- Price adjustments may be requested pursuant to the terms of the contract; however, the Contractor must notify the County within ninety (90) days prior to the current term's expiration date.
- Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index (CPI) at the time of the request or up to a maximum 1% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price

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Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

- The County reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase or whatever term was previously authorized by the Board.

8.0 PRICES

Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall be inclusive of all costs involved with the services contained in this RFP.

9.0 SCOPE OF SERVICES

9.1 General

The Fair operator (Contractor) agrees to present an entire company consisting of high-class pay shows, riding devices, music, concessions, etc., at the Ingham County Fairgrounds during the entire period of the annual Ingham County Fairs (i.e. from opening day through the final day) to be held in the years 2020 through 2022. The dates of such annual Fairs shall be as follows:

- 1) 2020 Ingham County Fair: Monday, August 3 through Saturday, August 8, 2020
- 2) 2021 Ingham County Fair: Monday, August 2 through Saturday, August 7, 2021
- 3) 2022 Ingham County Fair: Monday, July 25 through Saturday, July 30, 2021

Hours of operation are 11:00 A.M. to 11:00 P.M.

Contractor shall furnish roll tickets and ticket sellers at no cost to the County.

All shows, riding devices, concessions and minor privileges shall be under the management and control of the Contractor.

Gambling for money shall not be permitting on the Fairgrounds by either the Contractor or the County during an annual Fair, and that the County shall have the complete authority to close any immoral attraction in its sole discretion.

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9.2 Rides

The Contractor shall provide a minimum of the following:

- 1) Five (5) children rides*
- 2) Five (5) major rides*
- 3) Three (3) spectacular rides*
- 4) Five (5) game booths*
- 5) Three (3) food booths*

*Subject to size of rides and space available. Any variation of these items will be stipulated in the contract.

Operator shall indicate the length of service and include a photo of each proposed ride.

Contractor shall provide to the County a list of the rides being provided for usage at the annual Fair no later than ninety (90) days prior to that year's annual Fair.

Contractor shall ensure that all rides provided are in good condition, well maintained, clean and meet all Federal and State laws, rules and regulations regarding safety of operation by Contractor's personnel and of use by the general public. In the event a ride is inoperable due to mechanical problems or safety violations for more than twenty-four (24) hours, the Contractor shall pay the County a fine of no less than one-thousand and no/100 dollars (\$1,000.00).

9.3 Dumpsters and Portable Restrooms

The County will furnish a sufficient amount of dumpsters to handle all carnival produced waste, as well as a minimum of six portable restrooms placed on the fairgrounds. (There are also four permanent restrooms and two of them have showers.) Dumpsters and portable restrooms will be in place for carnival personnel use upon arrival of the Contractor at the fairgrounds.

9.4 Clean-up

Contractor is required to maintain fairgrounds in a clean, free-of-trash and litter condition daily during its occupancy of the grounds. The grounds occupied by carnival rides and games, trailers, and carnival vehicles and equipment must be left in a clean condition upon the completion of the event.

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9.5 Ride Promotions

Contractor will cooperate with the County in creating special ride promotions in order to increase attendance. Advance wristband vouchers will be provided by the Contractor and sold by the Fair during the months of June and July of each year of the agreement.

9.6 Contractor Personnel

Contractor's personnel will be maintained in a neat, clean, and uniformed manner and attire throughout the course of the event. All ride employees will be issue a freshly laundered uniform at the beginning of each business day.

9.7 Employee Conduct

Contractor's employees and management will cooperate with the County in whatever area required ensuring a smooth and successful Fair. Any Contractor's employee that is rude to patrons or indulges in alcoholic beverage while on duty will be dismissed and not permitted to work at Ingham County Fairs.

9.8 Noise Levels

Contractor will follow the direction of the County pertaining to volume levels of sound systems, etc. If required, sound levels will be lowered in accordance to the time of day.

9.9 Grounds Layout

Contractor will work closely with the County in coordinating a grounds layout that will allow the greatest amount of patrons possible.

9.10 Advertising Program

Proposers shall provide an advertising program as part of this proposal. This plan shall be submitted in detail and include a budgeted amount for the advertising plan.

9.11 Pre-Sale Ticket Program

The Contractor may provide a pre-sale ticket program. While not mandatory, if the Contractor chooses to provide this service, it shall be described in detail in the proposal.

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9.12 Entertainment Program

The proposer may provide an entertainment program as part of this proposal. This plan shall be submitted in detail and include a budgeted amount for the entertainment plan.

9.13 Ride/Ticket Pricing

The Contractor shall provide a detailed description of the ride and/or ticket pricing program, including such items as “pay-one-price-offers”.

9.14 Records

A detailed accounting report must be submitted at the conclusion of the Fair. The report shall show the following:

- 1) Ride ticket sales – documentation of ticket numbers
- 2) Number of food concessions
- 3) Number of game booths
- 4) Daily Settlement/Financial Report by 3:00 PM the day following the date of activity for each day of the annual Fair.
- 5) Ombudsman’s Report of Patron/Guest Inquires by 3:00 PM the day following the date of activity for each day of the annual Fair.

9.15 Hours of Operation

Contractor shall comply with the hours of operation established by the Fair Board.

9.16 Methods of Accounting and Ticket Sales

Contractor will furnish ticket booths and ticket sellers. Settlements will be made at intervals selected by the Fair Board. The Fair Board reserves the right to furnish ticket sellers and/or tickets. Furthermore, the Fair Board may conduct a ticket audit at any time.

9.17 Safety and Maintenance Program

All rides operated by the Contractor shall carry the necessary Inspection Certificate. A complete preopening inspection shall be conducted. Furthermore, a daily safety and maintenance inspection shall be conducted by Unit Safety Coordinators using a Daily Inspection Checklist Sheet. All Safety Coordinators shall annually attend and successfully complete a special ride

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safety seminar or class. Documentation verifying such shall be made available upon the Fair Board's request.

10.0 REVENUE PROPOSAL

Proposers should provide a revenue proposal that describes in detail each of the following:

- 1) % of gross receipts Contractor agrees to pay to Ingham County.
- 2) Amount per game booth and food booth carnival operator agrees to pay to Ingham County.
- 3) The guaranteed minimum dollar amount the Contractor agrees to pay to Ingham County. This amount will be paid in cash to the County at the conclusion of the event regardless of gross receipts, weather or attendance.
- 4) Dollar value in cash or trade of Advertising Program if one is submitted.
- 5) Dollar value in cash or trade of Entertainment Program if one is submitted.

11.0 DUTIES OF THE COUNTY

The County shall furnish the following during the annual County Fairs:

- 1) Suitable space on the Fairgrounds for placement of Contractor's property necessary for the performance of the services under the proposed agreement. Such space shall be cleared of brush, refuse and other objectionable matter, and in such condition that the attractions may be conveniently set up.
- 2) All licenses and permits which are required by law for conducting an annual Fair. Contractor shall be responsible for obtaining and maintaining all licenses and permits required for conducting business.
- 3) Police protection for the Fairgrounds during the Fairs.
- 4) All water required by the Contractor during the annual Fairs.
- 5) Advertising of an annual Fair through newspapers and bill posting.
- 6) Contractor's free gate admission tickets for its personnel.

12.0 LIMITATIONS ON OTHER ATTRACTIONS

The County agrees to prevent other attractions from exhibiting on the Fairgrounds within thirty (30) days prior to the date of the annual Fairs. Breach of the covenant shall be construed as a

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material breach of the proposed agreement and grounds for termination of proposed agreement by the Contractor. It will be, however, expressly understood and agreed that this covenant does not apply to and shall not be construed as restricting or limiting in any way the County's right to lease space at the Fairgrounds during an annual Fair to commercial exhibitors and food concessions other than the Contractor or to enter into agreement with entertainers other than the Contractor.

13.0 INVOICING

1. The Contractor shall invoice the Ingham County Fair Office, attention Fair Director, unless otherwise advised, upon satisfactory receipt of an itemized invoice detailing at a minimum services rendered, dates of services, hourly rates, invoice number, and remit to address.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of services.
3. The County shall notify the Contractor of any adjustments required to invoice.
4. Invoices shall only be issued by the Contractor who is awarded a contract.
5. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the agreement.

14.0 RESPONSE FORMAT

The items listed below shall be submitted with each proposal and shall be submitted in the order shown. Each section should be clearly labeled with pages numbered and separated by tabs. Include a title page and table of contents. Failure by a proposer to include all listed items may result in the rejection of its proposal.

Tab I – Transmittal Letter

Provide a transmittal letter indicating your firm's understanding of the requirements of this specific job proposal. The letter must be a brief formal letter (1-2 pages) that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the firm's organization to perform the work included in the proposal must sign the letter in ink.

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Tab II – Company Profile

Provide a company profile describing firm and include all of the following:

1. The official name of firm;
2. Firm’s organizational structure (e.g. corporation, partnership, Limited Liability Company, etc.);
3. The jurisdiction in which firm is organized and the date of such organization;
4. The address of firm’s headquarters, any local office involved with the contract; and the address/location where the actual production of goods and/or services will be performed;
5. Firm’s Federal Tax Identification Number;
6. The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFP response, and with authorization to make representations on behalf of and to bind firm; and,
7. A representation that the firm is in good standing in the state in which its located and will have all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP.

Tab III – Project Approach

Use this section to describe how you would approach each of the issues in the Scope of Work. Include color photos of all rides submitted in your proposal and the length of service time for the life of the ride.

Tab IV – Project Team Qualifications and Experiences

Responses shall include a complete list of and resumes for all key personnel associated with the RFP. This list must include all key personnel who will provide services and all key personnel who will provide maintenance and support services.

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For each person on the list, the following information shall be included:

1. The person's relationship with firm, including job title and years of employment with firm;
2. The role that the person will play in connection with the RFP;
3. Address, telephone, fax numbers, and e-mail address;
4. The person's relevant experience; and,

This section of the response should include no more than two pages of information for each listed person.

Tab V – References

Each proposer must provide at least three (3) references of similar size and scope serviced during the past five years. References must be satisfactory as deemed solely by the County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Reference information shall include:

1. Company/Agency name
2. Contact person (name and title), contact person is to be someone directly involved with the services
3. Email of contact person
4. Complete street address
5. Telephone number
6. Type of business
7. Dates of service

The County reserves the right to contact any of the references provided in order to determine proposer's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

Tab VI – Revenue Proposal

Use this section to describe your revenue proposal.

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Tab VII – Identification of Anticipated and/or, Potential Project Problems

Use this section to identify and describe any anticipated and/or potential project problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the County.

Tab VIII – Acceptance of Conditions

Provide a definitive statement of intent to comply with the Contractual Terms and Conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to the terms required by law or County purchasing and contractual requirements may be grounds for disqualification of the proposal.

Tab IX – Forms

Use this section to include the following required forms:

- ✓ Local Purchasing Preference Form
- ✓ Addenda Form
- ✓ Legal Status of Bidder Form
- ✓ Non-Collusion Form
- ✓ Certificate Of Compliance With Public Act 517 Of 2012 Form
- ✓ The Statistical Questionnaire is strictly optional.
- ✓ Standards of Conduct for Ingham County Vendors Form
- ✓ Signature Form

Proposers shall also submit a current copy of their insurance certificate, and if applicable, State of Michigan business license.

TAB X – Litigation

Proposers must identify and describe any current, pending or threatened litigation against them related to their business.

Tab XII – Appendices

The content of this tab is left to the proposer's discretion. However, the proposer should limit materials included here to those that will be helpful to the Evaluation Committee in understanding the services to be provided for this specific contract.

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LOCAL PURCHASING PREFERENCE FORM

(Please type or print clearly in ink only)

1. Do you desire to have your company considered a “local vendor” and therefore have your bid evaluated with the 10% local purchasing preference? ___ Yes ___ No

If yes, please provide below the verifiable business address (not a PO Box) at which your business is being conducted.

2. Complete Legal Firm Name: _____

3. Company Address: _____

4. Company Phone: () _____

5. Email: _____

6. Name and title of person authorized to sign on behalf of your company:

7. Signature: _____

8. Date: _____

Note: Local vendors who utilize non-local vendors as subcontractors for more than 50% of the work in a specific proposal are not entitled to the preference for that specific proposal.

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ADDENDA FORM

(Please Type or Print Clearly in Ink)

The following addenda have been received and acknowledged:

#1 date _____ #2 date _____ #3 date _____

SIGNED THIS _____ DAY OF _____, 2018

Respectfully Submitted,

BY: _____

Authorized Signature of Proposer

TITLE: _____

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LEGAL STATUS OF PROPOSER FORM

(Please Type or Print Clearly in Ink)

(The Proposal shall check and fill out the appropriate form.)

- Corporation
- Partnership
- Individual
- Limited Liability Corporation

Name

Title

Address

Phone #

Email

Fax #

Federal Tax I.D. Number

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CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012
(Please type or print clearly in ink only)

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

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STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

(Please type or print clearly in ink only)

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:

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Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.

Please acknowledge your receipt and acceptance of the aforementioned Standards of Conduct for Ingham County Vendors by signing below and returning with your submittal.

Company Name

Phone #

Address, City, State, Zip Code

Email address

Signature

Date

Print Name

Title

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SIGNATURE FORM

(Please type or print clearly in ink only)

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this solicitation, except as noted herein. My signature also certifies that the accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name of Firm: _____

Order from Address: _____

Remit to Address: _____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (_____) _____ Fax No.: (_____) _____

Date: _____

Send Notification of Award to: _____

(First and Last Name)

E-mail of Person Receiving Award Notification: _____

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STATISTICAL QUESTIONNAIRE FORM - OPTIONAL

(Please type or print clearly in ink only)

The Ingham County Board of Commissioners monitors workplace demographics of proposers and vendors for statistical purposes and to indicate the need for inclusive outreach efforts to ensure that members of underutilized groups have equal opportunity to contract with the affected departments.

To that end, the County requests vendors to submit as part of their response to any formal solicitations, the following workplace diversity information. Vendors are encouraged to complete as much information as possible. This information will be used for statistical purposes only. Statistical information shall be submitted to the County in a separate sealed envelope containing the notation "STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT". Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other Proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

1. What percentage of your firm's workforce is?

Female _____%
Physically-disabled _____%
Veteran _____%

African-American	_____%	Caucasian	_____%
Asian-Indian American	_____%	Hispanic-American	_____%
Asian-Pacific American	_____%	Native-American	_____%

2. If your business is at least 51% owned by one of the following individuals, please check all that apply:

<input type="checkbox"/> Female	<input type="checkbox"/> African-American	<input type="checkbox"/> Caucasian
<input type="checkbox"/> Disabled	<input type="checkbox"/> Asian-Indian American	<input type="checkbox"/> Hispanic-American
<input type="checkbox"/> Veteran	<input type="checkbox"/> Asian-Pacific American	<input type="checkbox"/> Native-American

3. Complete Legal Firm Name: _____
4. Company Address: _____
5. Company Phone: () _____ Email: _____
6. Name and title of person authorized to sign on behalf of your company:

7. Signature/date: _____