# 21-A DISTRICT AGRICULTURAL ASSOCIATION MADERA DISTRICT FAIR

### RFP FOR SPONSORSHIP SALES AND SERVICE FOR MADERA DISTRICT FAIR

**RFP NUMBER #26-001** 

A THREE -YEAR CONTRACT (2026 -2028)

## WITH TWO ONE-YEAR OPTIONS (2029 and 2030)

**Contact Person:** Barbara Leach, Chief Executive Officer (CEO)

This person is the only authorized person designated by the Fair to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Any questions

regarding the RFP must be submitted via email to

<u>barbara@maderafair.com</u>. Oral communication from Fair staff concerning the RFP shall not be binding on the DAA and shall in no way excuse the respondent of obligations as set forth in the RFP.

Date Issued: October 1, 2025

#### **PART I: DEFINITIONS**

**RESPONDER** The company, organization, or business entity submitting the proposal in

response to the RFP.

**CONTRACTOR** The company, organization, or business entity selected to serve as the

Sponsorship Sales and Service Department.

**DAA** Refers to the District Agricultural Association which is a State agency of the State

of California and is not a local agency of government. Also referred to as the

"District".

**F&E** Refers to the Fairs and Expositions Branch, Department of Food and Agriculture,

which is a branch of the agency of State of California overseeing the activities of District Agricultural Associations, County and Citrus Fruit Fairs. F&E's physical

and mailing address:

1220 N Street

Sacramento, CA 95814

EVALUATION & SELECTION COMMITTEE

Hereinafter referred to as "Committee" chosen by the Fair to evaluate and score proposal in response to the Request for Proposal.

**FORMAT** Refers to both the arrangement of requested information and statements, as well

as the packaging and labeling of the proposal. Failure to use the requested format required for submittal of the proposals will be deemed not responsive. Use of the requested format is the respondent's first chance to demonstrate the ability to

follow directions.

**RFP** Request for Proposals

**RESPONSIVE** Proposals that are timely and meet the proper format required for the submittal of

the proposal and provide the required information pursuant to the criteria

outlined in the RFP will be considered "responsive".

#### PART II: GENERAL INFORMATION

#### A. PURPOSE

The Board of Directors of the 21A District Agricultural Association (DAA) in releasing this RFP intends to award a contract for SPONSORSHIP SALES AND SERVICE for Madera District Fair for a three-year period (2026-2028) with two, one-year renewal options (2029 and 2030). Only the District, in its sole and exclusive discretion, may exercise the renewal options. The District's exercise of the options to extend the Sponsorship Sales and Service contract may include or require renegotiation of all or part of the Scope of Work outlined in the RFP.

#### **B. RESPONDENT RESPONSIBILITY**

Read the documents very carefully as the District shall not be responsible for errors and omissions on the part of the Respondent. Carefully review the final submittal as Committee reviewers will not make interpretations or correct detected errors in calculations.

#### C. DELIVERY OF PROPOSALS AND CONTACT PERSON FOR INFORMATION

Proposals must be physically received before the closing time and at the place stated below, in the format specified below and as more specifically described in Part VI, Section B Proposal Format & Content. Failure to submit the proposal on time 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 "Grounds for Rejection of the Proposal", may result in a rejection or a reduction of points during the scoring process.

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

- One sealed package containing (3) copies of the Technical Proposal labeled with the Responder's name, the RFP number, and "Technical Proposal". (For additional details see Part VI, Mandatory Format and Content Requirements.)
- Package must be sealed and labeled as follows:

RFP# 26-001 - SPONSORSHIP SALES AND SERVICES PROPOSAL Barbara Leach, CEO 21A District Agricultural Association/Madera Fair 1850 W. Cleveland Ave. Madera, CA. 93637

Direct questions concerning the RFP must be submitted via email to Barbara Leach at <a href="mailto:barbara@maderafair.com">barbara@maderafair.com</a>. Please do not attempt to contact any other person regarding this RFP.

#### D. CONTRACT AWARD

If the proposal is not automatically rejected as described in Part II, Section C, General Information, then each Responder's Technical Proposal will be evaluated and scored by the Committee utilizing the score sheet in Part V, Evaluation Selection and Scoring Process. Proposals scoring the highest number of points will be considered the "winning proposal". Small Business Preference will be given where applicable.

Prior to the awarding of the contract, the District shall post a "Notice of Proposed Award" at the Administration Office for five (5) working days. In addition, a copy of the notice will be mailed to each Responder. Upon expiration of the five-day posting period (close of business on the fifth working day), if no protest has been filed, the contract will be awarded. If a protest is filed prior to the contract award, the contract shall not be awarded until the protest has been resolved.

#### **E. TENTATIVE SCHEDULE**

RFP Released October 1, 2025

Proposals Due November 4, 2025 by 4:00PM PST

Interviews to clarify proposal questions by DAA November 10, 2025

(optional, if needed)

Proposed Contract Award November 14, 2025

Notice of proposed award posted and mailed November 14-21, 2025

Date award to be final if no protest received November 22, 2025

#### F. SMALL BUSINESS PREFERENCE

State law allows <u>certified</u> small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract with a certified SB/MB firm(s) for at least 25% of the execution of the Scope of Work, to receive a 5% bidding preference on applicable state *solicitations*. The effect of the preference is to help SB/MB 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 Responder.

If claiming the 5% small business preference and you are a SB or MB, or if your application is on file with Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting with certified SB/MB, list 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:

Name Address Phone Number Description of work to be performed Dollar amount or percentage per sub-contractor

Also include the sub-contractor's certification or indicate if application(s) are on file with OSDS. If you are Certified Small Business, you must include a copy of your certification letter with your bid package in order to be eligible for the 5% preference.

#### **Certification Application**

To apply, access the online Small Business Certification Application (STD. 813), or to receive a hard-copy form by mail, e-mail osdchelp@dgs.ca.gov or call (800) 559-5529 or (916) 375-4940.

A **complete** certification application package must be received by the OSDS no later than 5 p.m. of the bid due date. The certification effective date will be the date the application is properly received and deemed **complete** by the OSDS. Incomplete application submittals will delay the certification status and may result in loss of the five (5) percent preference eligibility. For more information, email osdchelp@dgs.ca.gov or call (916) 375-4940.

You may mail, hand-deliver or express-mail your package to:
Office of Small Business and DVBE Services (OSDS) ATTN: BDD Unit
707 3rd Street, 1st Floor, Room 1-400
West Sacramento, CA 95605

#### G. CONTRATOR STATUS FORM

All *Responders* must complete, sign and submit the form in response to the RFP. Failure to do so will result in automatic rejection of the proposal. The District reserves the right to verify the information on the "**Responder/Contractor Status Form**" at the time of the proposal. If the Responder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partnership.

#### H. INSURANCE

Upon award of the contract, the contractor shall provide a signed Certification of Insurance including an amount of \$2,000,000 in general liability coverage for contracts of a hazardous nature and/or \$1,000,000 for other contracts for which liability insurance is required; provide automobile liability insurance if used on-grounds, insurance per occurrence for bodily injury and property damage liability combined at the time of entering into a contract to be pursuant to this RFP, and provide Workers Compensation Insurance Coverage. The certificate(s) must include:

- Evidence of authorized insurance coverage for the term of the contract
- A 30-day cancellation notice
- The District with the address shown as certificate holder; and the additional insured paragraph in the following exact words:

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

#### PART III: RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

#### A. RFP REQUIREMENTS AND CONDITIONS

#### 1. Errors

If a responder discovers any ambiguity, conflict, discrepancy, omissions, or other errors 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.

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

#### 2. Addendum

If necessary, the fair will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum to all parties who have been furnished notice of the RFP for bidding purposes.

All responders 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 this RFP. Failure to include such mandatory requirements or conditions will result in the disqualification of a proposal.

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 <u>may</u> 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 that do not support attributes or conditions contended by the responder. (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. <u>BID PROTESTS (Public Contact Code, Section 10341</u> to 10345)

#### 1. Protest Procedures:

- a. <u>Standing and Grounds for Protests:</u>
  - (1) Protests can be filed only by a proposer or responder submitting a bid or proposal in response to one of the Competitive Bidding Procedures (IFB, RFP or Solicitation).
  - (2) All protests will be reviewed and decided on written submissions only.
  - (3) Protests must be based only upon one or more of the following grounds:
    - The District violated a law or regulation; or
    - The District failed to follow the procedures and adhere to requirements set forth in the competitive solicitation or any addendum thereto.
- b. <u>Jurisdiction for Consideration of Protests</u>: There is no jurisdiction to consider a protest if:
  - (1) The District rejects all bids or proposals.
  - (2) The protestant does not meet the requirements of paragraph 1.a. above.
  - (3) The protest was not timely submitted.
  - (4) The contract award is for a type of contract not subject to the protest procedures.

#### c. Procedural Requirements for Protests:

A responder may file a protest challenging the awarding of the contract. The protest must be filed with the Department of General Services (DGS), 707 Third Street, West Sacramento, CA 95605/P.O. Box 989053, West Sacramento, CA 95798, Attention: Legal Office and with the District. The protest must be received prior to

the expiration of the five working days from the notice of the proposed award being posted. And, in no event, received later than 4:30 PM on the fifth working day after the Notice of Proposed Award was posted in a public place at the District's Administrative Office.

**In Addition**, within five (5) working days after filing the protest, the protesting responder shall file with the District and DGS Legal Office a fully detailed and complete written statement specifying the grounds for the protest.

**PLEASE NOTE:** Failure to file (1) notice of protest by the conclusion of the fifth working day after the notice of intention to award a contract has been posted and, (2) a complete detailed written statement within five calendar days of filing the protest stating grounds for protest will result in the protester's protest being deemed untimely and grounds for protest being waived. Protests shall be limited to the grounds contained in Public Contract Code 10345.

#### B. OTHER INFORMATION

#### 1. <u>Disposition of Proposals</u>

All materials submitted in response to this RFP would become the property of the fair. All proposals, evaluations and scoring sheets will 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 responder's expense. One copy of each responder's proposal shall be retained for official fair files.

#### 2. <u>Confidentiality of Proposals</u>

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. <u>Modification or Withdrawal of Proposals</u>

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 responder. 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 responder 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 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

The Work Statement describes the work to be performed by the responder who is awarded the contract and the Terms and Conditions, which shall be deemed to be incorporated and will become a part of any contract awarded pursuant to this RFP. The contract awarded pursuant to the RFP will also contain the Standard Contract Terms and Conditions and will be incorporated and made part of the contract. All terms and conditions are fixed and non-negotiable.

#### **Review Process:**

The proposals will be reviewed by an evaluation committee. If deemed necessary, finalists will be selected for interviews to be given on November 10, 2025. The Board of Directors will award the contract to the successful respondent on November 14, 2025.

#### A. SCOPE OF SERVICES

- 1. Contractor Performance Requirements
  - a. With the approval from the District, the contractor agrees to develop, implement, sell, solicit, and service a sponsorship program to meet the District's objectives during the term of this agreement. Such duties shall include, but are not limited to, cold calling, in person presentations, proposal generation, negotiating contract points, and contract management. In addition, contractor shall assist the District staff in the creative development of potential events, exhibits, displays or other attraction that would be desirable to prospective sponsors.
  - b. Contractor shall prepare and submit a written monthly status report to the District concerning the ongoing development and implementation of the District's sponsorship program. Monthly reports shall include at a minimum the name, address and telephone number of individuals and/or companies contacted. Status of the program for the month to include all sponsorship agreements and the current level of committed sponsorship revenues, a list of completed sponsorship agreements, cost to the District and dollar benefit, prospective sponsorship agreements detailing name of sponsor, dollar levels, costs and potential closing date, plans or objectives for future development and implementation of the program and contractors reimbursable and non-reimbursable expenses as it related to the sponsorship program.
  - c. Contractors performance will be evaluated upon completion of the contract in accordance with Public Contracts Code section 10367 and 10369.
  - d. A final meeting shall be held between the Contractor and the District's CEO at which time the contractor shall present a comprehensive final report on the findings, conclusions, and recommendations regarding sponsorships.
  - e. Contractor shall work with the District's staff as follows:
    - 1. All sponsorship packages must be approved by the CEO prior to contract offering them a potential sponsorship.
    - 2. CEO will advise contractor of any change in "benefit inventory" available for sponsorship.
    - 3. District staff will prepare agreements with sponsors with information provided by contractor.
    - 4. District agrees to provide all promotional considerations to sponsors according to the terms of their agreements.
  - f. Contractor shall at all times in the performance of this agreement comply with all applicable laws. In addition, contractor shall comply with the procedures established by the District.

- g. Contractor shall not enter into an employee agreement or contract with a sponsor, sponsor agent, any affiliated company or agency related to any sponsor of the District for a period of one year after termination of this agreement.
- h. Contractor agrees that all work products, including but not limited to notes, designs, drawings, reports, memoranda, and all other tangible personal property of any nature, produced in the performance of the contract shall be the sole property of the District. Contactor shall provide said work products to the District upon request.
- i. Contractor shall manage the District's existing agreements. Subject to the District's direction, management of the District's existing agreements will include negotiation of renewals of sponsorship agreements, administration of sponsorships agreements, and maintenance of communication and relationships regarding the District's existing agreements.
- j. Contractor has responsibility for all cost of printing/copying document and materials related to the cultivation and stewardship of sponsorship as well as servicing of all sponsorship including all administrative support and staffing necessary to implement and fulfill the sponsorship program.
- k. Contractor shall be responsible for other sponsorship events throughout the year as requested by the District.
- 2. The District shall be responsible for the cost of sponsor gifts and mailing materials (i.e. sponsor recaps, correspondence, etc.) The cost of such gifts and mailing materials shall not exceed \$1,500 per year of the term of this agreement. Gifts must be mutually agreed upon with the Districts CEO.

#### B. TERM

1. The contract shall be for a period of 36 months beginning January 1, 2026 and ending December 31, 2028, with two 1-year options running January 1- December 31 of 2029 and 2030. These options may be exercised following an evaluation of contractor's performance by the District.

#### PART V: EVALUATION, SELECTION, AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the District's needs as described in this RFP. This part describes the process the District 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 Responder for clarification purposes only. The Responder will not be allowed to ask questions concerning other Responders, but only to seek clarification questions from the Committee. The Responder cannot change proposals after the time and date designated for submittal/receipt.

#### A. <u>EVALUATION AND SELECTION PROCESS</u>

- 1. Following the deadline for receipt of proposals as stated in Part II, each proposal will be examined to determine if
  - a. Submittal (receipt) was by the deadline time and date; and
  - b. 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
  - a. Review of the technical proposal,
  - b. Confirmation that information is presented in the format required by the RFP, and
  - c. 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 District reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracy is grounds for disqualification or receipt of a lower score.
- 4. The Committee will evaluate each proposal that meets the format requirements and assign points for the technical proposal. **This is not a public review.**
- 5. The Committee may request interviews of the Responders for clarification of proposals. Following any interviews, the proposal may be re-scored.

  This is not a public review.
- 6. In order to obtain the average score for each responder, the total points awarded by each Committee reviewer will be added up for that Responder and the total divided by the total number of reviewers on the Committee.
- 7. Selection of the winning Responder is based on the highest average score on the Technical Proposal. Certified small business responders, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five (5%) percent.
- 8. Contract award is heard and formally approved at the November 19, 2025 Board Meeting.
- 9. All Responders will be notified of the results.

#### B. PROCESS

Responders will be scored on their Technical Proposal by the criteria listed below. The highest score (calculated as described on Page 12, Item 6) will be awarded the contract upon Board approval. Certified small business responders, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five (5%) percent on score. The following information must be provided in order for the RFP to be scored. Be as detailed as possible, but succinct in the descriptions.

#### **SCORING CRITERIA AND ITEMS TO BE SCORED (100 Points Possible)**

| Company History and Personnel |  |             | SCORE |
|-------------------------------|--|-------------|-------|
| i.                            | Provide an overview of your company: history, years in business, locations, staff size, and key operations.  | 5           |       |
| ii.                           | Share management team background, organizational chart, and ability to meet scheduling requirements.   | 5           |       |
| Expe                          | rience   | (25 Points) | SCORE |
| i.                            | State total years of experience in sponsorship sales (corporate, premium space, mobile tours, events, group sales).  | 8           |       |
| ii.                           | List sponsorship sales within the last 5 years for venues/events over 50,000 attendees.  | 6           |       |
| iii.                          | Three (3) letters of recommendation from sponsors and events/venues for which Responder has provided sponsorship and/or event sales services, including requested formatting and information.  | 5           |       |
| iv.                           | Complete and detailed list of recent event sales experience for a year-round venue or property, including the number of events contractor has sold with requested information included.  | 6           |       |
| Abili                         | ty to Perform  | (25 Points) | SCORE |
| i.                            | Submit a plan demonstrating how responder will lead the execution of client contracts and fulfillment of contract, deliverables, including year-round and fair time preparation.   | 5           |       |
| ii.                           | Submit a plan of utilization resources to sell and execute sponsorship, premium space, mobile marketing tours, group event sales and contracts for the annual Fair, and events of the year-round program.  | 4           |       |
| iii.                          | Provide a detailed plan of how responder will provide an onsite presence at the annual Fair to service existing clients and attract prospective clients.   | 4           |       |
| iv.                           | Demonstrate responders experience in working with event or venue staff to deliver on sponsorship agreements along with a plan for how responder plans to integrate with District staff.  | 4           |       |
| V.                            | Demonstrate established relationships with potential Fair sponsors. Include an overview of current sponsor contracts and demonstrate responders ability to attract potential sponsors for the annual fair.   | 2           |       |
| vi.                           | Describe in detail any incident(s) where the responder has been terminated during the performance of contracted services. If none, this shall be stated.   | 2           |       |
| vii.                          | Demonstrate responder's local market knowledge and previous experience with the DAA. Include examples of past partnerships, sponsorship sales, or event activations that illustrate knowledge of the regional market and ability to generate value for the DAA.                        | 2           |       |
| viii.                         | Attach proof of insurance coverage in the form of a Certificate of Insurance for responders current business operations. Also, provide a commitment from responders insurance carrier stating responders ability to provide the additional insured endorsement upon award of contract. | 2           |       |

| Co | st F | Proposal Form  | (30 Points) | SCORE |
|----|------|--|-------------|-------|
|    | i.   | Responder completed the Cost Proposal Form (Part VII – Forms). | 30          |       |
|    |      |  |             |       |

| TOTAL | COMBINED SCORE: |  |
|-------|-----------------|--|
| IOIAL | COMBINED SCORE. |  |

#### PART VI: MADATORY FORMAT AND CONTENT REQUIREMENTS

#### A. INTRODUCTION

This part provides instructions to the Responder regarding the mandatory proposal format and content requirements. The Responder must remember that:

- a. All proposals submitted must follow the proposal format instructions.
- b. All information must be presented in the order and the manner requested.
- c. All questions must be answered; and
- d. All requested data must be provided.

Proposals not following required format will be deemed non-responsive and will be rejected.

#### B. PROPOSAL FORMAT AND CONTENT

Proposal must be prepared as hard copy documents placed in a package (three copies in the package) for the Technical Proposal. Package must be sealed and then clearly labeled in the manner described in Part II, item C and received by the due date and time.

#### **Technical Proposal**

Information in the technical proposal is to be provided in the order requested beginning with the cover letter page. Each page is to be numbered at the bottom, starting with number 1; all pages should be 8.5" x 11" paper; and all narrative portions of the proposal should be typed and a font of at minimum 11pt. Where possible, bullet information so it is easily reviewable by the Committee. Provide detailed yet succinct information.

The first page of the technical proposal must be a signed cover letter on the letterhead of the responder and contain the following statement verbatim:

Submission of this proposal signifies all terms, conditions, requirements protests, 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 Responding Agency 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 the proposal. And further, Responder agrees that if the submitted proposal is not in the format of the RFP, the Responder'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. Additionally, in the cover letter the Responder must provide a proposed monthly payment/commission/combo Cost Proposal to be billed by the Responding Agency for work completed within the Scope of Work identified. If Responder fails to submit this document and it is not signed and dated, the proposal will be rejected as non-responsive.

- 2. Cover letter
- 3. Table of Contents
- 4. Three (3) completed, dated and signed "Responder/Contractor Status Form as well as other form mentioned on page 19, Item A.
- 5. Three (3) copies of the "OSBCR" Small Business Certification Approval Letter", if responder is claiming small business preference and has received certification letter.
- 6. Responder must provide all information/documentation requested in Part V, B (necessary to the scoring process).

#### C. TECHNICAL PROPOSAL

Each responder shall submit, for the purposes of proposal evaluation, all of the following information, as available, in the order listed below. All information submitted may pertain to the proposing company itself or to principal officers of the company. If any subcontractors are to be used to fulfill this contract, submit application information as well.

Responder must submit sufficient documentation to determine that their company can meet the contract requirements. All responses must be provided in narrative detail, except as requested differently.

#### 1. Company History and Personnel

- i. Provide an overview of responder's company history, including years in business, location(s), total number of staff and other key elements of business operations.
- ii. Describe background and professional experience of responders management team. Include an organizational chart of the proposing company, including the personnel that would be assigned to this contract. Provide a list of key staff who will supervise the contract, detailing the qualifications and responsibilities of those key members.

#### 2. Experience

- i. Describe the responders overall number of years of sponsorship sales experience in the areas of corporate sponsorship, premium space, mobile marketing tours, events and/or group sales.
- ii. Submit a complete and detailed list of recent sponsorship sales experience within the last five (5) years involving venues or events in excess of 50,000 annual attendees. For each item, include:
  - i. Company/Venue Name
  - ii. Location
  - iii. Size of venue
  - iv. Annual attendance
  - v. Average attendance per event
- iii. Include at least three (3) letters of recommendation from sponsors and events/venues for which responder has provided sponsorship and/or event sales services. Letters need to be directed to the CEO and shall not be more than one (1) year old. For each letter, include:
  - i. Beginning and end dates of service
  - ii. Scope, size and nature of service
  - iii. Level of completion of contracted duties
  - iv. Personnel reliability, quality, performance of duties
  - v. Ability to meet deadlines and maintain schedules
  - vi. Full contact information for the reference, including name and title of the author, address, phone number and email address

- iv. Submit a complete and detailed list of recent event sales experience for a year-round venue or property, including the number of events contractor has sold. For each venue, include:
  - i. Company/Venue name
  - ii. Location
  - iii. Event name(s)
  - iv. Size of event(s)
  - v. Average attendance per event

#### 3. Ability to Perform

- i. Submit a plan demonstrating how responder will lead the execution of client contracts and fulfillment of contract, deliverables, including year-round and fair time preparation.
- ii. Submit a plan of utilization resources to sell and execute sponsorship, premium space, mobile marketing tours, group event sales and contracts for the annual Fair, and events of the year-round program.
- iii. Provide a detailed plan of how responder will provide a full-time onsite presence at the annual Fair to service existing clients and attract prospective clients.
- iv. Demonstrate responders experience in working with event or venue staff to deliver on sponsorship agreements along with a plan for how responder plans to integrate with District staff.
- v. Demonstrate established relationships with potential Fair sponsors. Include an overview of current sponsor contracts and demonstrate responders ability to attract potential sponsors for the annual fair.
- vi. Describe in detail any incident(s) where the responder has been terminated during the performance of contracted services. If none, this shall be stated.
- vii. Demonstrate responder's local market knowledge and previous experience with the DAA. Include examples of past partnerships, sponsorship sales, or event activations that illustrate knowledge of the regional market and ability to generate value for the DAA.
- viii. Attach proof of insurance coverage in the form of a Certificate of Insurance for responders current business operations. Also, provide a commitment from responders insurance carrier stating responders ability to provide the additional insured endorsement upon award of contract.

#### 4. <u>Cost Proposal Form</u>

The Cost Proposal form can be found in Part VII – Forms selection and will be used to determine the "not to exceed" amount of this contract. Each responder shall submit a completed and signed form and include it as specified in Section B – Proposal format and Content above. Responder is to use Mandatory Cost Proposal Form provided by the District, failure to do so will result in disqualification.

#### **PART VII: FORMS SECTION**

#### A. FORMS TO BE COMPLETED AND SUBMITTED BY RESPONDER

- 1. Responder/Contractor Status Form, completed and signed.
- 2. Technical Bid Form
- 3. Small Business Documentation, if applicable
- 4. Outstanding Judging or Pending Litigation Form
- 5. Cost Proposal

#### B. DOCUMENTS TO BE COMPLETED TO DISTRICT

1. Notice of Proposed Award (after proposed award is determined)

#### C. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED

- 1. Standard Agreement
- 2. Standard Contract Terms and Conditions (SCTC)
- 3. Insurance Requirements

#### RESPONDER/CONTRACTOR STATUS FORM Page 1 of 2

| Contractor's 1   | NameCounty  |  |  |
|--|---|--|--|
|  | (full business name)  |  |  |
| Address  | Federal Employer ID#  |  |  |
| City   | Zip Code<br>ncipal place of business)   |  |  |
| (pr  | ncipal place of business)   |  |  |
| STATUS OF C  | ONTRACTOR PROPOSING TO DO BUSINESS (PLEASE CHECK ONE)   |  |  |
| Indivi   | dualLimited PartnershipGeneral PartnershipCorporation   |  |  |
| Individual (Pl   | ease check one)ResidentNon-Resident   |  |  |
|  | If a sole proprietorship, state the true full name of sole proprietor; (i.e., John Roe Smith; not J. Roe Smith or not John R. Smith)                        |  |  |
| Partnership (  | Please check one)General PartnershipLimited Partnership   |  |  |
| If a partnership, list each partner identifying whether limited partner (s), stating their true full name and their interest in the partnership: |   |  |  |
|  |   |  |  |
|  |   |  |  |
| Corporation  |   |  |  |
| Cali   | re and date of incorporation: If not a fornia Corporation in good standing, please state the date the corporation was norized to do business in California: |  |  |
| CURRENT OF   | FICERS:   |  |  |
| President:   | Vice President:   |  |  |
| Secretary:   | Treasurer:  |  |  |
| Other Officers   | ::  |  |  |
| All must ans   | wer:<br>ou subject to Federal Backup Withholding? Yes No  |  |  |

#### RESPONDER/CONTRACTOR STATUS FORM Page 2 of 2

| Fictitious Name   |  |                      |
|---|--|----------------------|
|   | s under a fictitious business name and will be pach a clearly legible copy of the current fictition  |                      |
| Small Business Preference:  |  |                      |
| Are you claiming preference a   | s a small business in reference to this RFP? _   | YesNo                |
| claiming the preference as a n<br>business subcontractors. Also<br>applications(s) are on file. | omit OSDS's Small Business Certification Appro<br>ion-small business subcontracting with SB/MB0<br>o include the sub-contractor's certification or i | (s), list the small  |
| Pending Litigation or Hearin  | gs   |                      |
|   | ion or administrative hearings currently pendiners, officers, or employees?YesNo   |                      |
| If yes, please state the case nu<br>hearing:  | ımber, agency or court where pending and sta   | tus of litigation or |
| -   |  |                      |
| -   |  |                      |
| -   |  |                      |
|   |  |                      |
| The 2-A DAA reserves the righ during the RFP process.   | t to verify the information provided on this fo  | m by the respond     |
|   | ury that the above information is true and cor form on behalf of the responder/contractor.   | rect and that I am   |
| (Print Name)  | (Signature)  |                      |
| (Date)  |  |                      |
| וטמוכו  |  |                      |

If this status form is not completely filled out, signed and submitted with responder's response to the RFP, the bid will be rejected as non-responsive.

**TECHNICAL BID FORM** 

| RESPONDER'S NAME:   |                          |  |              |
|---|--------------------------|--|--------------|
| FAIR:   |                          |  |              |
| matte   |                          | er penalty under the laws of the State of<br>nical Bid Form" and all attachments there |              |
| The undersigned hereby bids and agrees to furnish all equipment, apparatus, labor, supplies, and other facilities and incidentals necessary and/or required to perform all work required for the above-named Fair in the manner and time prescribed in the RFP and such addenda thereto as may be issued prior to bid opening date (please complete acknowledgements of receipts below) and all other contract documents as defined in the Standard Agreement. Responder hereby acknowledges receipt of all Addenda to this Request for Proposal by completing the following: |                          |  |              |
| Adder   | nda No.                  | Responder's initials   | Received and |
| ackno   | wledged                  |  |              |
| Addenda Noacknowledged  |                          | _ Responder's initials   | Received and |
|   | nda No.<br>wledged       | _ Responder's initials   | Received and |
| Each "  | Technical Bid Form" subi | mitted shall include the items below:  |              |
| 1.  | All attachments approp   | riately numbered.  |              |
| 2.  | Other                    |  |              |
|   |                          |  |              |

#### **OUTSTANDING JUDGMENT OR PENDING LITIGATION FORM**

The purpose of this form is to determine if there are any legal and binding judgments against the responder (its company or any of its executive officers). If that judgment occurred from previous business dealings with one of California's District Agricultural Associations or State Fairs, the company and/or its officers would be deemed nonresponse and not suitable for future business dealings with a California District Agricultural Association, as in the 21-A District, Madera District Fair.

In addition, it is important to Madera District Fair that any pending litigation involving any of California's District Agricultural Associations, as well as other State or Civic entities, be disclosed as part of this RFP process. For the purpose of this form, "Pending Litigation" shall be defined as any lawsuit that has not been decided or settled or is awaiting conclusion or confirmation.

By signing this "Outstanding Judgment or Pending Litigation Form", the responder declares

| administrative litigation is currently pending against the responder's company or officers, except as noted below:   |
|--|
|  |
|  |
|  |
|  |
| Except with the information listed above, by signature on this form, the responder certifies that there are no outstanding judgments or pending litigation against the responder's company or any of its executive officers. |
| Company Name   |
| Signature, Title   |
| Date   |

#### **COST PROPOSAL**

| Company Name:   |                        |  |
|---|------------------------|--|
| Signature:  |                        |  |
| Proposers shall include this page with original signature as pa   | rt of their proposal.  |  |
| Responder shall determine how their payment is to be made du agreement:   | ring the term of this  |  |
| <ul><li>A. Monthly payment only;</li><li>B. Commission only; or</li><li>C. A combination of both options above.</li></ul>   |                        |  |
| The District has an annual average of \$200,000 in cash sponsorships.   |                        |  |
| Proposers shall use the sample verbiage below (if it applies):  |                        |  |
| OPTION A – MONTHLY PAYMENT ONLY:  The District will pay awarded Contractor a fee of \$each year during the term of this Agreement. Such sum shall be payable at the rate of \$per month.  Payment shall be made, in arrears, within 30 days from date on invoice.  OPTION B – COMMISSION ONLY:  The District will pay awarded Contractor an annual percentage commission on paid sponsorship revenues and agreed upon in-kind trade investments generated by awarded Contractor, as defined below. Note: Different percentages shall apply to different portions of the total applicable revenue, as follows (please use table as shown): |                        |  |
| Total Annual Applicable Revenue   | Percentage Commission  |  |
|   | Due Awarded Contractor |  |
| First \$  | %                      |  |
| That portion over \$, up to \$  | %                      |  |
| That portion over \$, up to \$  | %                      |  |
| That portion over \$, up to \$  | %                      |  |

\_\_\_\_\_, up to \$

That portion over \$\_\_\_\_

In-kind trade investments \*\*

%

TBD

<sup>\*\*</sup> To be discussed prior to the issuance of contract. In-kind trade investments will be paid at a lesser commission percentage.

#### OPTION C - BOTH MONTHLY PAYMENT and COMMISSION shown above.

If OPTION C is chosen, use exact verbiage as shown in OPTION A, and the table shown for OPTION B.