



37th District Agricultural Association

(AKA 37th DAA)

Request for Proposal Package

Talent Agency Buyer and Show/Stage Management Services for Santa Maria Fairpark and the Santa Barbara County Fair

RFP #: 11 - 2024

Released: November 21, 2024

**Sealed bids must be received no later than 5:00PM,
Monday December 16, 2024**

**Talent Agency Buyer and Show/Stage Management Services for Santa Maria Fairpark and the
Santa Barbara County Fair
RFP#: 11 - 2024.**

All questions related to this Request for Proposal must be directed to:

Caitlin Miller
Chief Executive Officer
Santa Maria Fairpark
ceo@santamariafairpark.com

This person is the only authorized person designated by the 37th DAA to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Oral communications of 37th DAA, officers and employees concerning the RFP shall not be binding on the 37th DAA, and shall in no way excuse the bidder of obligations as set forth in the RFP. Only questions concerning the technical requirements of the RFP will be answered.

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PART I**DEFINITIONS**

- BIDDER/PROPOSER:** The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
- CONTRACTOR:** Refers to the Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably. Can be referred to as Proposer, Proposers, Bidder, Contractor or Contractors.
- DGS:** Refers to the "Department of General Services", State of California, located at:
- 707 Third Street, 7th Floor
West Sacramento, CA 95605
Attention: Office of Legal Services
- ASSOCIATION:** Refers to the 37th District Agricultural Association (Santa Maria Fairpark) which is an agency of the State of California within the Division of Fairs & Expositions under the Department of Food & Agriculture. Can be referred to as Association, CAA, or the 37th DAA. The Association is located at:
- 937 South Thornburg Street
Santa Maria, CA 93458
- CEO:** The Responsible Party for the DAA shall be the Chief Executive Officer or CEO may be referred to as Fair Management when referring to the CEO.
- FAIR:** Refers to the Santa Maria Fairpark
- F & E:** Refers to the Division of Fairs & Expositions, Department of Food and Agriculture, which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F&E is located at:
- 1220 N Street
Sacramento, CA 95814
- QUALIFIED:** The term "qualified" as it is used in this document refers to the bidders who are awarded at least the minimum number of points by the Evaluation and Selection Committee on the technical portion of the proposal. No bidder's financial proposal will be opened and considered if they have not received sufficient points to be deemed a qualified bidder.
- RFP:** Request For Proposal.
- RESPONSIVE:** Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive".

**PART II
GENERAL INFORMATION**

A. REQUEST FOR PROPOSALS (RFP)

The 37th District Agricultural Association in releasing this RFP intends to award a contract for a period of three (3) years, 2025-2027 with two (2) one (1) year options, 2028 & 2029 for Talent Agency Buyer and Show/Stage Management Services.

B. BIDDER RESPONSIBILITY

Bidders are urged to read the documents very carefully as the Fair shall not be responsible for errors and omissions on the part of the bidder. Carefully review the final submittal as reviewers will not make interpretations, or correct detected errors in calculations.

C. DELIVERY OF PROPOSALS

Proposals must be physically received prior to the closing times and at the place stated below. Failure to meet these requirements will result in an unaccepted proposal.

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

Each proposal must be prepared as one (1) document inserted into a sealed package. The packages need to be clearly labeled in the manner described below.

One (1) attached completed, dated and signed Proposer/Contract Status Form (page 27 of the RFP). Signature Required.

Four (4) copies of the proposal and labeled with the proposer's name, the RFP number and "Proposal". Proposals include written descriptions, experience and references details, and any presentation slides or handouts.

Four (4) Copies of Financial Proposal Bid Form (dated and signed) and provided in its own sealed envelope.

RFP # 011-2024

**Talent Agency Buyer and Show/Stage Management Services for Santa Maria Fairpark and the Santa Barbara County Fair
Caitlin Miller, Chief Executive Officer
37th District Agricultural Association
937 South Thornburg
Santa Maria, CA 93458**

All proposals must have original signatures, be submitted to the Fair's Administration Office, no later than **Monday, December 16, 2024, at 5:00PM**. Pursuant to the law, no proposals shall be considered which have not been received at the place, and prior to the closing time, stated in this RFP.

D. CONTRACT AWARD

If a contract is awarded, it shall be granted to the responsible bidder who obtains the highest score as described in Part V “Evaluation Selection and Scoring Process”. Prior to the Board of Directors awarding a contract, the Fair 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 and emailed to each bidder.

A contract award is not final until

- the time for posting Notice of Award has expired and/or
- protests filed, if any, have been withdrawn or rejected by the Department Of General Services.

E. TENTATIVE SCHEDULE

RFP Released	Thursday, November 21, 2024
Proposals Deadline 5:00 PM	Monday, December 16, 2024
Oral interviews	Tuesday, December 17, 2024
Technical and Financial Proposals Scoring	Tuesday, December 17, 2024
Post/mail “Notice of Proposed Award”	Wednesday, December 18, 2024
Protest Deadline 5:00 PM	Friday, December 27, 2024
Proposed Contract Commences	Friday, January 3, 2025

F. SMALL BUSINESS PREFERENCE

State law allows certified small businesses (SB) and microbusiness (MB) firms and non-small businesses who subcontract with a certified SB/MB firm(s) to receive a 5% bidding preference on applicable state solicitations. The effect of the preference is to help SB’s/MB’s be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning bidder, the actual bid amount.

If you are claiming the 5% small business preference and are 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 (s), see PART VI of this RFP for instructions regarding what to submit with your proposal in order to receive the preference.

Certification Application

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

Your **complete** certification application package must be received by the OSDS no later than 5:00PM of the bid due date. Your certification effective date will be the date the application is properly received and deemed **complete** by the OSDS. Incomplete application submittals will delay your certification status and may result in the loss of your 5% preference eligibility. For more information, 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. BIDDER/CONTRACTOR STATUS FORM

All bidders must complete, sign and submit the form in response to this RFP. Failure to comply will deem the bidder non-responsive. The Fair reserves the right to verify the information on the "Bidder/Contractor Status Form" at the time of the bid. If the bidder is a corporation, the form must include the title of the person signing, i.e., corporate officer status, and a copy of the corporate resolution authorizing the signing of the form must be attached. If a partnership, the signing partner must indicate whether a limited or general partner.

H. HISTORY, RFP OBJECTIVES, EVENT SPECIFICATIONS, BUDGETS AND GENERAL BACKGROUND INFORMATION

(Provided to assist bidder in responding)

The 37th District Agricultural Association is the operator of Santa Maria Fairpark which is the home of the Santa Barbara County Fair held in July of each year in Santa Maria and is produced by the Association. The Santa Maria Fairpark is a year-round multi-use facility that is housed on 33 acres and hosts and/or produces a wide variety of diverse events including private parties, livestock shows, the annual Santa Maria Valley Strawberry Festival, car shows, circus events, food events, private events, cultural events, concerts and more.

As an agency of the State of California, the 37th DAA must operate within state guidelines for procurement, employment, and contracting.

The Annual County Fair is held for 5 days in early July in Santa Maria, CA (Wednesday – Sunday) and attracts more than 75,000 patrons annually.

RFP Purpose

The Association is seeking a professional full-service **Talent Agency Buyer and Show/Stage Management Services** contractor with proven entertainment industry experience, including experience with public sector entertainment venues as well as Fairs to provide for services outlined herein and to efficiently and effectively complete the Scope of Work and Entertainment Program Objectives as outlined in the RFP.

Entertainment Program Objectives

The intent of the RFP is to identify a partner that will exceed expectations of the Scope of Work and provide results that execute and deliver on the following Entertainment Program Objectives for the Association:

1. Increase access to the pool of available Headliner talent and with a responsibly higher profile ROI representing a variety of genres for booking at Santa Barbara County Fair
2. Seek strategically priced artists (and other entertainment) through any creative and economic means appropriate;

3. Greatly reduce the risk in relation to ROI;
4. To draw fairgoers to designated areas or stages on the Fairgrounds and extend length of stay.
5. Identify artists and entertainment that have not saturated the local market area in recent routing;
6. Provide acts and entertainment that fall within the budget constraints of the Association but allow for significant, responsible growth in budget and ROI opportunities over the life of this agreement;
7. Move sales and stage/venue guest attendance to an “average” 80% capacity of all seating (Hard Ticket and GA with Fair admission) through talent selection, careful routing, accurate analytical data-based market research, as well as marketing advice and support;
8. Advise and allow access for marketing initiatives and partners for the Association’s bundle of offerings and other fan programs;
9. Consider implementing new and innovative options for entertainment selection, production, seating, guest experiences, sponsorships and mutually beneficial business options for the Association and Talent Buyer; and
10. Deliver to the Association an ongoing depth of artist and industry knowledge pre-and post-booking to include promotional opportunities unique to all artists and entertainment;
11. The Association is annually interested in ALL genres of entertainment that will be consistent with our Market acceptance and success. The Association is however, particularly interested in considering strong Country acts as well as highly effective Hispanic Entertainment when beneficial as a draw to the fair.

Note: The word Artists may be utilized interchangeably to refer to talent, artists, free entertainment, novelty acts, community entertainment, exhibits, strolling acts or other fair and appropriate family entertainment.

During the annual Fair in July the Association offers “Headliner” grandstand concerts, community acts, ground acts and strolling entertainment. Some entertainment is included in the price of Fair admission and some entertainment requires an additional fee (Hard Ticket).

In 2024 our headline acts in our outdoor Grandstand venue were: Lonestar, 38 Special, The Fray, and Too Short. Other acts in recent years have been Switchfoot, Ashley McBryde, Uncle Kracker, Smash Mouth, Trace Adkins, Kool & the Gang, Sheila E, Ashanti, Clay Walker, TLC, and Madie & Tae.

The 2024 concert series offered for the first time, Reserve seating (including a Pit area) with a hard ticket and free seating in grandstand bleachers each evening. (One night, The Fray, was a sell out for reserve seats offered in 2024).

The Grandstand venue went through an extensive facelift in 2024 to allow for a much-improved guest experience.

Grandstand Seating Capacities

Arena capacity is 5000 +. The actual breakdown is 1,728 bleacher grandstands seats, 320 box seats, and open area ground level is 3,000+

Overall capacity of this venue is 5000+ (increased capacity depends upon arena floor layout and utilization including Pit/standing options for guests)

In 2024 the hard ticket capacity for Reserve Seating was 643, on the arena floor plus 320 Reserve seats for Box Seats in the Bleachers. Free seating offered in the grandstand bleachers provided 1728 additional seats. This allowed for the 2024 total seating capacity of the Grandstand to be 2,691.

The venue can expand the reserve seating capacity on the floor to a level of 2,357 additional seats. The venue also has an elevated VIP table area (not on the floor) that has a seating capacity of 100, (not part of the manifest) in addition, a second VIP seating area (on the arena floor) is dedicated with a seating capacity of 200.

Please note that the current Grandstand hard ticket/reserve seating and GA free bleacher seating with admission formula are subject to adjustment and to evolving entertainment venue trends, innovative guest experiences and best business practices during the life of the contract.

Free Stages and Ground Entertainment

In 2024 Two (2) Free Stages showcased a magician, several local and regional bands, dance groups, cultural groups, special events and a DJ.

Ground acts consisted of pig races, magicians, educational exhibits, and strolling entertainment.

Budgets

In 2024 the Association budgeted \$240,000 for Headliner acts (Talent only). Acts for Free stages with other entertainment and all production costs (for the entire grounds including the Concert Grandstand) represented additional expenses.

The 2023 Headliner and Free Stage budgeted amount was \$ 208,000 for talent only. No hard ticket reserve seating was offered that year (or for the prior two decades). Other entertainment and all production costs for entire grounds entertainment was an additional expense for 2023.

The Budget for 2022 for Headliner and Free Stage talent only was \$208,000. Again, all access to entertainment was free GA for all stages in 2022.

Dates for 2025 Santa Barbara County Fair are July 9 – 13. Similar Dates for 2026 – 2030

Anticipated Entertainment need in general

It is anticipated at a minimum that this contracted service will be needed for three (3) nights of Headliner entertainment acts at each annual Fair and those acts are to be located in the Grandstand. More Headliner acts may be considered on additional fair nights during the duration of the contract. Other entertainment venues on the grounds and additional nights/days needed will be considered as well.

The Association is interested in expanding the Entertainment footprint overall during the life of the contract.

I. Minimum Qualifications and Requirements:

All those submitting Proposals must meet the following minimum qualifications and requirements in order to submit a proposal:

1. Currently in business providing entertainment/talent buying and show production management services at a venue or venues that host multi-day entertainment with an average daily attendance of 10,000 - 12,000 patrons or more and a main Headliner stage (with some type of hard ticket option for patrons) with a seating capacity of 3,000 – 5000 or more.
2. Must have documented and verifiable experience in providing entertainment/talent-buying service for a minimum of five (5) years and must have been active in that service each year since and including 2022.
3. Entertainment/talent-buying and entertainment production management services must be a primary focus of your business operation.
4. Experience and knowledge of the District Agricultural Association's contract requirements and restrictions.
5. Experience working with a public entity.
6. Demonstrated experience with scheduling, programming and production management of multistage events for multi facet venues and fairs.
7. Proposer cannot sub-contract with any other party, company and/or business for these services.
8. As a requirement of the awarded contract, the awarding bidder cannot receive or pay any commissions, royalties, or fees to any other agency, artist or entertainer. The Association reserved the right to audit any artist payments.
9. Insurance coverage noted in the RFP.

J. INSURANCE

The bidder awarded the contract shall provide a signed original Certificate of Insurance in the following amounts: \$1,000,000.00 (liquor liability, products and completed operations) and commercial liability coverage), NONE in automobile liability insurance per occurrence for bodily injury and property damage liability combined prior to the time of entering into a contract to be let pursuant to this RFP.

The certificate must include the following, unless the bidder is on the Division's or CFSA's Master Insurance Certificate List

- * evidence of authorized insurance for the term of the contract, including set-up and tear-down days,
- * a thirty (30) day cancellation notice,
- * the Fair's name and address shown as the certificate holder,
- * the additional insured language *exactly* as stated below.

"The State of California, the 37th District Agricultural Association, their directors, officers, agents, servants, and employees, are made additional insured, but only insofar as the operations under this contract are concerned."

The contractor shall provide evidence of Workers' Compensation coverage if applicable.

**PART III
RULES GOVERNING COMPETITION
AND TECHNICAL EVALUATION**

A. RFP REQUIREMENTS AND CONDITIONS

1. Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the DAA of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document. Modifications, if any, will be made in writing by way of addendum issued pursuant to paragraph 2 below. Clarifications, if issued, will be given by written notice to all parties to whom the DAA had sent notice of the RFP and to persons or entity who have requested to be given notice of any modification or notices.

2. Addenda

If necessary, the Fair will modify the RFP prior to the date set for submission of final proposals, by issuance of an addendum to all parties who have been furnished notice of the RFP for bidding purposes. All bidders should inquire from the contact person listed on the cover sheet whether any additional 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.

The words "should" or "may" indicate a desirable attribute or condition but are permissive in nature and may affect the score the proposal receives.

4. Grounds For Rejection of the Proposal

A proposal shall be rejected if:

- It is received at any time after the exact time and date set for receipt of proposals as stated in Part II, paragraphs C and E.
- It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP.
- The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.

A proposal may be rejected if:

- It contains false or misleading statements or references which do not support an attribute or conditions contended by the competitor. (The proposal shall be rejected if, in the opinion of the State, such information was intended to erroneously and fallaciously mislead the State 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 DAA reserves the right to reject any or all proposals, or to cancel the RFP at any time during the process.

6. **Protests**

A bidder may file a protest against the awarding of the contract. The protest must be filed with the Department of General Services (DGS), 707 Third Street, 7th Floor, Sacramento, California 95605, Attention: Office of Legal Services and with the 37th District Agricultural Association. The protest shall be filed prior to the expiration of five working days from notice of the proposed award being posted and, in no event, later than 5:00 PM on the fifth working day after notice of proposed award was posted in a public place at the Fair's Administration Office.

IN ADDITION, within five (5) working days after the filing of the protest, the protesting bidder shall file with the Fair and Department of General Services Legal Office a fully detailed and complete written statement specifying the grounds for the protest.

PLEASE NOTE: Failure to file notice of protest by the conclusion of the fifth working day after notice of intention to award a contract has been posted and a complete detailed written statement within five (5) calendar days of filing the protest stating grounds for protest will result in the protester's protest being deemed untimely and grounds for protest waived. Protests shall be limited to the grounds contained in Public Contract Code, Section 10345.

B. **OTHER INFORMATION**

1. **Disposition Of Proposals**

All material submitted in response to this RFP will become the property of the Fair. All proposals, evaluations and scoring sheets shall be available for public inspection at the conclusion of the committee scoring process and announcement of intent to award. If an individual requests copies of these documents, the Fair will assess a fee to cover duplicating costs. Documents may be returned only at the Fair's option and at the bidder's expense. One copy of each bidder's proposal shall be retained for official Fair files.

2. Confidentiality of Proposals

The Fair will hold the contents of all proposals in confidence until issuance of the Notice of the Proposed Award; once issued and posted, no proposal will be treated as confidential. However, if a bidder maintains that certain information is proprietary, all proprietary or other legally protected material must be identified at the time of submitting the proposal to retain the claim of confidentiality.

The materials may be used by the Fair to justify the awarding, or not awarding, of a contract if a protest is filed. The Fair will not be liable for inadvertently releasing confidential materials although the Fair will use the best efforts to prevent the release of said material.

3. Modification or Withdrawal of Proposals

Any proposal which is received by the Fair before the time and date set for receipt of proposals may be withdrawn or modified by written request of the bidder. However, in order to be considered, the modified proposals must be received by the time and date set for receipt of proposals in Part II.

A bidder cannot withdraw or modify a proposal after the due date and time for receipt of proposals and, further, a bid cannot be "timed" to expire on a specific date. For example, a statement similar to "This proposal and the cost estimate are valid for 60 days" is non-responsive to the RFP.

PART IV

SCOPE OF WORK AND REQUIREMENTS

This part describes the work to be performed by the proposer who is awarded this contract and contains terms and conditions that shall be deemed incorporated and will become a part of any contract awarded pursuant to this RFP. The contract awarded pursuant to this RFP will also contain the Standard Terms and Conditions that will be incorporated and made a part of the contract all terms and conditions are fixed and non-negotiable.

The Contractor is to provide services of Talent Buyer and Show/Stage Management for the Santa Barbara County Fair for 2025, 2026, 2027 with the options for 2028 and 2029.

Specifications:

1. To work with the Association on selection and negotiation of professional entertainment for the annual Santa Barbara County Fair held in July each year (5 days).
2. To work with the Association's management (CEO) to develop an annual plan of action and programming with designated budget parameters.
3. To successfully accomplish the Objectives of the RFP and the resulting Business Relationship (see Part II, H. of the RFP- **HISTORY, RFP OBJECTIVES, EVENT SPECIFICATIONS, BUDGETS AND GENERAL BACKGROUND INFORMATION**)
4. The contractor shall work with the Association annually while following the approved Entertainment plan of action adopted each year to execute the plan and to extensively research and suggest acts to the Association for review and approval to finalize negotiations.
5. After acts are initially approved by the Association, the Contractor shall negotiate for final approval by the Association and then execute contracts and riders directly with each artist representative or act for grounds entertainment (of any level) , with the total cost for such artists or acts not to exceed the annual budget, or approved offers as determined by the Association CEO. The contractor shall provide CEO with an "official offer form" that provides an overview of the proposed executed contract This entire process includes any riders. The initial contract and rider edits shall be completed by the Contractor. Entertainment Contractual procedures must follow state policy. The CEO shall review and edit any and all contracts and riders for final approval. The CEO shall sign all contracts on behalf of the Association.
6. Contractor to Secure commercially reasonable radius clauses for entertainment booked.
7. **Contractor shall Negotiate rider requirements with each artist or act. Such rider requirements shall include the following: no alcoholic beverages or tobacco products shall be furnished by the Association or Contractor ; any hospitality rider shall provide that the food and beverages shall comply with approved catering offerings; special effects, sound and lighting shall be coordinated with production management; reasonable efforts shall be taken to eliminate travel and other expenses paid to entertainment acts; and reasonable efforts shall be taken to eliminate hotel room charges supplied to entertainment acts; No Breakfast will be offered by the Association. Provide the CEO with a copy of each entertainment act's proposed hospitality and technical riders for review and approval by the CEO.**

8. **Contractor to Negotiate entertainment acts' merchandising agreements and use reasonable efforts to obtain for Association a minimum of 25% on soft goods and a minimum of 10% on recorded goods, after appropriate state sales tax, on all entertainment acts' merchandise sold. Lesser percentages must be approved by the CEO. The Association reserves the right to audit the inventory all product and audit all sales records.**
9. **Performance reports:** Contractor to utilize and analyze the best available, past performance data for each artist/act being considered from industry reporting services in real time and archived records and provide those results to the Association CEO when recommending any act and developing offers. Recommended potential acts to the Association should be based on similar venue size, actual hard ticket sales, capacity participation results, regional appeal, budget constraints and net ROI potential. Contractor must utilize the most current and innovative industry reporting systems.
10. In reference to the requirement for Performance Reports, Contractor shall provide timely entertainment industry sourced reports of artist/acts being considered or officially contracted with the Association as to current ticket sales history, performance touring schedules, performance ROI and accurate projections for potential sales in the local market. Reports should be provided at a minimum every three weeks without CEO request and within 5 business days of an official request.
11. Contractor to work with Fair Management to provide recommendation in the development of an annual production budget that shall include (but is not limited to); production management and labor cost, catering estimates, and well as any other contract rider terms and conditions (as negotiated with artists) and other productions costs that may be required during the duration of the contract to assure that terms are carried out in the best interest of the Association. Association to pay for all approved costs associated with said production and work with contractor to ensure all expenses are within said budgets.
12. **Contractor to provide technical assistance to the CEO and coordinate with Association including information about current industry requirements and standards relating to staging, sound, lights, video and other entertainment production, special effects and related services.**
13. **Contractor to provide One (1) Production Manager and other representative(s) if necessary for fulfillment of the contract requirements (Supervised by the Contractor's assigned Production Manager) on site and on-call during the pre-fair set up and all five (5) days of each Fair held during the Term of the Agreement resulting from this RFP and other personnel necessary to provide for required services. This shall apply to talent on grounds booked by contractor regardless of location.**
14. The Association reserves the right to require that all labor for any and all services be hired as employees of the Association. This does not apply to the Production Manager.
15. Contractor to work with, direct when necessary and function as the Association liaison for sound, light, video special effects and staging companies relative to the requirements of acts entertainment booked.

16. Contractor to coordinate and direct all sound checks, load-ins and loadouts, direct backstage operations and services, direct all Staging and Front of House Management (sound, lights, video, special effects, technical services). Coordinate all transportation services, equipment rental, supply management, catering services and all show production details that ensure a professional and successful show all days Contractor booked acts performing/operating.
17. The Contractor shall be responsible for management on site of all acts booked by Contractor. The contractor shall direct and coordinate all the artists' requirements on site as well as prior to arrival (starting at booking confirmation), during the fair dates and post event on behalf of the Association.
18. The Contractor shall work directly with and coordinate the artist's security personnel and liaison with Association Crowd Control and Association armed security law enforcement.
19. The Contractor shall coordinate removal of all equipment from stage and areas by Tuesday morning following the conclusion of the annual Fair. To arrange for all borrowed leased or rented equipment to be picked-up or returned. When necessary, all equipment will be cleaned and returned to the owner in the condition in which it was received.

20. Advertising/Promotion Services

The Contractor shall work with Association and Association's advertising/marketing agency contractor and fair staff on a media plan to promote the entertainment acts booked by contractor during the 5 days of the Fair. Such a plan shall address the Association Entertainment Objectives and have the goals of increasing attendance and diversity of patrons attending the events and improving the guest experience during the Fair on the Fairgrounds. Such a plan shall include all types of marketing opportunities including media which shall utilize radio, television, newsprint and social media. The association shall have final approval of all promotional material and plans.

21. Unless otherwise agreed upon, full execution of each contract with each Headliner and grounds entertainment act booked shall take place no later than sixty (60) days prior to the date of each scheduled entertainment performance.

22. Association responsibilities

Association to pay all costs associated with said production and work with contractor to ensure all expenses are within said budgets. Those areas of Association payment responsibility shall be agreed upon in advance no later than 120 days prior to annual fair dates.

Association will provide the following at Association's sole cost and expense and as agreed upon within fully executed entertainment contracts and approved riders:

- a. **Entertainment production services for all acts booked;**
- b. **Approved credentials for admission and parking for performers and accompanying crews and Contractor's employees;**
- c. **All staging and risers**
- d. **Audio, lighting, video for each performance;**
- e. **Backline specifications & equipment (with preapproval);**

- f. **Catering for all acts if approved. Coordination of catering to be between Production Manager and Association approved caterer and within budget. As a State Entity, absolutely no alcohol or tobacco products may be provided by either party to anyone within the parameters of this agreement. Catering service provider must be approved in advance of any arrangements in advance by the Association.**
- g. **Furnished dressing room(s) for all acts as approved;**
- h. **Dedicated Backstage area with access for buses/delivery trucks/other entertainment service needs.**
- i. **Fencing and crowd control security for and around backstage area;**
- j. **Tent canopy, table, lighting for novelty /Merch sales by acts**
- k. **Liaison to act between the selected Contractor and the CEO ;**
- l. **Stagehand labor as approved**
- m. **Rental of equipment as agreed upon in advance.**
- n. **A complete Concert venue for Headliner acts with maintenance services, janitorial, box office ushers, Porta Potties, chairs for floor seating, other permanent seating, janitorial, trash, crowd control, food and beverage vendors and ticket/box office sales. The same services are provided at free-stage venues on grounds.**
- o. **Other items at the sole discretion of the Association**
- p. **The Santa Maria Fairpark will exclusively operate all food and beverage (including alcohol sales), retain all revenue from vendors on the Fairpark property including inside the Arena Grandstand venue.**

23. RESPONSIBLE PARTIES: Association final decisions on all talent purchased will remain with the CEO, upon consultation with Talent Buyer and Board Committees

24. Failure to Perform – The Association is not responsible for payment or services when the act/artist/program fails to perform fully or partially for any reason (including, but not limited to no shows, late arrivals, illness, injury or from lack of reliable transportation services, etc.). No payment will be made by the Association to any act/performer/program or the Contractor selected under this RFP when contract requirements of the artist, act/program are not adhered to.

25. PAYMENTS TO CONTRACTOR

- a. **Annual Fee: The contractor will be paid an annual fee (s) set forth in the accepted Financial Bid Proposal of the RFP for satisfactory completion of the agreement, in correlation with the requested progress reports and invoicing in two (2) equal payments annually commencing April 1, 2025, and concluding no later than 60 days post event.**
- b. **Payment for Contracted Artist fees: The Association will provide payment to the Contractor for the approved cost of each ground's entertainment artist/act/program by noon on the last day of the performance. Should the artist/act/program have an approved contract that outlines any shared revenue between artist/act/program and the Association (i.e., hard ticket sales, other pre-determined KPI's, Merchandise sales, other agreed upon revenue terms, etc.) the calculated payment as determined by the contract shall be paid to the Contractor within four hours of the audited results of the revenue calculations minus any revenue payments or outstanding fees due the Association. Should the four-hour window of payment conclude/expire after 11:30 PM**

on the last day of the artist/act/program performance, the resulting payment will be provided to the Contractor by 11:00 AM the following morning as long as all auditing is concluded to the satisfaction of both parties.

NOTE: The Association reserves the right to pay Contracted Artists fees direct to the Artist/Act/Program or Management representative of the Artist /Act/Program. Contractual and Audit requirements must have been completed prior to payment and the Contractor shall always be responsible for all requirements within this agreement including this direct payment arrangement.

c. Bonus Payment Program - Key Performance Indicators (KPIs) and Incentive Bonus Payment for Contractor.

In addition to the annual flat booking service fee(s) set forth as a result of the bid by the Contractor, The Contractor will be entitled to an incentive bonus payment of **up to \$20,000.00** if the following KPIs are met:

KPI Incentive Bonus Payment

1. **5% of all Gross Hard Ticket Sales** (minus processing fees or any online fees and any tax) will be paid if 70% of all hard Ticket sales offered for all performances combined are achieved (Includes seats, tables, VIP sales, Foundation and special promotions).
2. **10% of all Gross Hard Ticket Sales** (minus processing fees or any online fees and any tax) will be paid if 80% of all hard Ticket sales offered for all performances combined are achieved (Includes seats, pit, tables, VIP sales, Foundation and special promotions).
3. **15% of Gross Hard Ticket Sales** (minus processing fees or any online fees and any tax) will be paid if 90% of all hard Ticket sales offered for all performances combined are achieved (Includes, seats, pit, tables, VIP sales, Foundation and special promotions).
4. **18% of Gross Hard Ticket Sales** (minus processing fees or any online fees and any tax) will be paid if 100% of all hard Ticket sales offered for all performances combined are achieved (Includes, seats, pit, tables, VIP sales, Foundation and special promotions).

Within thirty (30) days after the last day of each Fair held during the Term of the contract, the Association will provide Contractor ticket sales and gross revenue (minus processing fees or any on line fees and any taxes) figures to the Contractor and, if applicable, provide an incentive bonus payment to the Contractor per the KPIs set forth above.

26. For an additional fee, the contractor may at the Association's direction provide stagehands, crowd control or other labor services for the annual fair. A separate bid will be required upon request of services.

27. **Talent booking services for a Grandstand (Headliner), Free Stages, Venues and Grounds** – Anticipated talent booking and management services for the Association for the term of the contract are outlined herein (a-c). Note that requirements may vary from year to year) Contractor MUST bid for all services. See Bid requirements of this RFP are for a.- c.

- a. Required - Three nights of headliner entertainment in Arena Grandstand which includes ticketing manifesto for Hard Ticket Reserve Seating and Free GA. Evening performances are anticipated. (flexible seating and ticketing options can be considered).
- b. Additional Headliner performances on additional nights shall be at Association's option One – two additional days (possibly) in Arena Grandstand for musical or other approved Headliner entertainment (flexible seating and ticketing options can be considered).
- c. NON-Headliner Categories.
 1. Entertainment for up to two smaller stage venues for performance acts. Seating is Festival type and small bleacher or other seating of 250 seating/pit capacity for each stage. These booking services to be at the Association's option. Acts can vary including but not limited to: Music (multiple genres), variety acts, tribute acts, comedy, hypnotists, dance and other performing arts, animal shows, children's acts, theme acts, etc. All stage management services would be required by the Contractor for any acts booked by contractor. The Association reserves the right to directly book one or both of these stages for limited hours and/or full schedule capacity as the need arises. Overall Stage operating hours for both venues are 3 PM – 10 PM Wed and Thursday and 12 PM – 10 PM Friday – Sunday.
 2. Contractor may be called upon to book Strolling and other grounds entertainment (not on the two smaller stage venues) - All stage management services would be required by the Contractor for any acts booked by contractor Fair hours are 3 PM – 10 PM Wed and Thursday and 12 PM – 10 PM Friday – Sunday. Strolling and Grounds acts will fit within these hours. Not all acts will perform for all hours of each day.
 3. The contractor may be called upon to book programming/entertainment as otherwise requested by the CEO.
- d. Note - Sunday must be a Hispanic Fiesta genre production of acts and structured for a traditional Hispanic Family Community Day (typically starts in the early afternoon and concludes at dark) – This is a Hard Ticket event. This will require a separate RFP to respond to.

28. EXCLUSIVITY: This request shall be exclusive to the winning bidder(s). No other talent agency shall be retained by the Association for Headliner Night Shows talent in the Grandstands or other venue where Headliners may be featured. This exclusivity does NOT include talent purchasing for our smaller stages, motorized events, strolling acts, Hispanic Fiesta Sunday celebration in the Grandstand, Rodeo, sporting events, feature events, programs or exhibits, programs in buildings or in other areas of the grounds that is not dedicated to Headliner acts etc. The Association shall determine the definition of Headliner.

29. OTHER PROMOTERS: Any other promoters facilitating business with the Association shall not be bound by any agreement made as the result of this request for proposal.

30. Site Visit – Should proposers desire to participate in a site visit, you must schedule that with the CEO prior to December 12, 2024.

31. Financial Bids by Propers for services.

- a. Proposers must bid on all three categories (c. - 1., 2. and 3.) for each year and every year.** Category c. 3. is a fixed bid rate which shall remain the same amount for all contract years.
- b. No percentages allowed. Must be flat fee service, amount represented shall be the only source income as a result of providing said services associated or related to talent provided for the Santa Barbara County Fair. Bonus payments will be based on KPI's and cannot be bid.**
- c. Proposers must Bid on Each category 1. 2. and 3. for every year as listed. Proposers must submit bids on the official Financial Proposal Bid Form of the RFP**
 1. State the Flat fee for booking and management services for a total of three nights of Headliner acts in The Grandstand (bid all three nights combined)
 2. State the Flat fee for booking and management services for each additional night of Headliner acts in The Grandstand. The Bid reflects the Headliner and all support acts for the evening. (Bid for one night only)
 3. State the fixed flat booking service fee for booking each grounds entertainment performer or special attraction that is “not” part of the Headliner Grandstand series during the Term of the contract. These acts typically perform on small stages can be music acts, strolling acts, stationery or any other type of entertainment that is not considered Headliner. The price for this bid shall remain fixed for the Term of the contract.
- d. The completed and signed Financial proposal bid form should be removed from the packet and placed in a separate envelope. This envelope must be sealed and marked: **Financial Proposal Bid Form RFP # 11- 2024.** This envelope will be submitted enclosed with the Proposal according to all deadlines.**

PART V

EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the 37th DAA's needs as described in this RFP. This part describes the process the Association will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. Immediately following your scheduled oral presentation, the committee may wish to interview a proposer for clarification purposes only. The proposer will not be allowed to ask questions concerning other proposers, but only to respond to clarification questions from the Committee. The proposer cannot change proposals after the time and dates designated for receipt.

A. EVALUATION AND SELECTION PROCESS

1. Following the deadline for receipt of proposals as stated in Part II, each proposal will be examined to determine if..
 - submittal (receipt) was by the deadline time and date,
 - the physical format requirements were met.

This is not a public review.

2. Proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for..
 - review of the technical proposal,
 - review of the financial proposal,
 - confirmation that the information is presented in the format required by the RFP,
 - 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 37th DAA reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of the information presented. Misinformation or inaccuracy are grounds for disqualification or receipt of a lower score.

This is not a public review.

4. The Committee will conduct Virtual, individual and private oral interviews on Tuesday, December 17, 2024, beginning at 2PM. All "qualified" presenters will be prescheduled. Presentations will be prescheduled by the Association and will be limited to 15 minutes each with 5 minutes for questions from the Evaluation Committee.

This is not a public review.

5. At the completion of all oral presentations and interviews the Committee may discuss the proposals and will individually score them following all Committee discussion.

This is not a public review.

6. Each Bidder/Contractor Status Form is reviewed to determine if any bidder claimed the small **business** preference. All bids claiming the small business preference must be accompanied by a copy of the STATE OFFICE OF SMALL BUSINESS AND DVBE SERVICES BRANCH CERTIFICATION APPROVAL LETTER in order to be granted a preference of five percent (5%). In order to obtain the average score for each bidder, the total points of *each* review will be added up for *each* bidder and the result divided by the number of people on the Committee.

This is not a public review.

7. In order to obtain the Total Proposal's average score for each proposer, the total points of each reviewer will be added up for each proposer and the results divided by the number of people on the Committee. After the average for each proposer is determined, the Financial Proposals will be scored by the Committee, and that score will be added to the average for each to determine the highest score overall.

This is not a public review.

8. In the event of a tie, the tie will be broken by the highest Financial Bid Score.

This is not a public review.

9. All bidders will be notified of the results via mail and email on Wednesday December 18, 2024. The notification will also be available on our website, www.santamariafairpark.com. Notice of proposed bid award will be posted for five (5) working days at the Fair's Administration Building. During that period protests may be filed.

B. SCORING PROCESS

Submission must be in written form. Interviews will be conducted to clarify and elaborate on written proposals.

If any award is made, the contract shall be awarded to the qualified proposer who obtains the highest score.

Evaluation, scoring and interviews will not be public. When a contract is ratified by Board of Directors, all bids will be made public.

Each proposal shall be scored by the Evaluation and Scoring Committee based upon criteria set forth in Section V of this RFP. The Evaluation and Scoring Committee members will each individually score the proposals.

At the oral presentations and interviews the following procedure will be followed:

1. The Association will predetermine the order of presentations. Presentations must be made via Zoom.
2. Each proposer will be allocated 15 minutes for their presentation.
3. During all the oral presentations, the Evaluation Scoring Committee may ask questions. Questions will be limited to 5 minutes.
4. The meeting will start at 2PM.
5. At the conclusion of each oral presentation all proposers will be required to leave the Zoom call, and the Evaluation and Scoring Committee will individually score the proposals

(Technical followed by Financial) after all presentations have been completed and submit their scores to the Evaluation Committee Chair.)

1. Technical Proposal (must be provided in written format)

Relevant Work Experience50 Points

Company experience and performance history. Attach a complete list and complete description of performance history and related services under similar or relevant conditions. Attach names, addresses and telephone numbers of at least two (2) Fair business-related references, three (3) entertainment agency references and three (3) current recommendation letters from business clients with public venues where your company provides entertainment services related to this RFP content. At least one letter must be from a fair.

Specify overall qualifications of company and business philosophy, provide background of each company principal or owner, reflect on company interest in project, company vision, attitude, commitment, and integrity, etc. related to job performance.

List at least six (6) of the venues/facilities you have provided related services for in the past 3 years.

Provide a list of your current primary team members, their responsibilities, and years of experience. Include leads on any subcontractors providing service as well.

Knowledge of Fair and/or Entertainment Management60 Points

Include a written statement as to your personal and professional experience that demonstrates your knowledge of Fair and/or entertainment buying/booking management. Candidates should explain their previous association with our event or similar events and understanding of the many facets of a fair (specifically working with a District Agricultural Association) and a description of their approach to entertainment management, booking and production principles related to event catering to public audiences. The description should demonstrate the proposers' understanding of how the Fair is different from other entertainment venues. The statement must also include talent buying strategies, contact management experience and production tools utilized on fulfilling contract requirements.

Be specific related to the following:

- a. Approach to long term /annual and consistently scheduled planning sessions with the Association to address the Association's Entertainment Objectives and budgeting.
- b. Explain any History, ability and approach to last minute artist cancelations and other unforeseen issues that will impact the success of the event.
- c. Ability, history and approach to contractor staffing support (pre-fair, fair time and post event)
- d. Post event reporting to the Association.
- e. Expand on your Market knowledge, researching artists and advancing shows.
- f. Provide your approach to onsite full-service support (assistance to our production crew, artist management, guest visits, sound/lighting/special effects intervention, when necessary, etc.).

- g. Describe how you interact with a client throughout the course of the year, including communications, talent reporting, feedback, regular talent research reports, virtual or face-to-face meeting time, etc.

Oral Presentation (Virtual).....10 Points

Oral Presentation shall provide overview and appropriate detail of the Technical Proposal submitted. The Presentation also allows the Evaluation Committee to ask questions to the proposer.

Total Technical Proposal Score Value..... 120 Points

2. Financial Proposal.....15 Points

The contractor who proposes the lowest financial grand total (of all years) offer will be awarded 15 points. All remaining proposals will be awarded points for their financial offer based on a weighted average. Therefore, the financial offer for all remaining proposals will be divided into the lowest financial offer and this resulting factor will be multiplied by 15 points.

Example:

Proposer A Bids \$10,000 which is the lowest bid. Proposer A receives 10 Points.

Proposer B Bids \$12,000

Divide \$10,000 by \$12,000 = .833

Multiply .833 X 15 = 12.49 points

Proposer B receives 12.49 points.

Financial Proposal Score Value15 Points

Combined Total Score (Technical Proposal and Financial Proposal Value)....135 Points

PART VI

EVALUATOR'S SCORING FORM

 Proposer's Name

 Evaluator's Name

 Date

The evaluator will use the written information provided in response to the RFP in filling out this score sheet.

TECHNICAL PROPOSAL

1. Relevant Work Experience 50 Points

Company experience and performance history. Attach a complete list and complete description of performance history and related services under similar or relevant conditions. Attach names, addresses and telephone numbers of at least two (2) Fair business-related references, three (3) entertainment agency references and three (3) current recommendation letters from business clients with public venues where your company provides entertainment services related to this RFP content. At least one letter must be from a fair. Specify overall qualifications of company and business philosophy, provide background of each company principal or owner, reflect on company interest in project, company vision, attitude, commitment, and integrity, etc. related to job performance.

List at least six (6) of the venues/facilities you have provided related services for in the past 3 years. Provide a list of your current primary team members, their responsibilities, and years of experience. Include leads on any subcontractors providing service as well.

_____ /50 Points

2. Knowledge of Fair and/or Entertainment 60 Points

Include a written statement as to your personal and professional experience that demonstrates your knowledge of Fair and/or entertainment buying/booking management. Candidates should explain their previous association with our event or similar events and understanding of the many facets of a fair (specifically working with a District Agricultural Association) and a description of their approach to entertainment management, booking and production principles related to event catering to public audiences. The description should demonstrate the proposers' understanding of how the Fair is different from other entertainment venues. The statement must also include talent buying strategies, contact management experience and production tools utilized on fulfilling contract requirements.

Be specific related to the following:

- a. Approach to long term /annual and consistently scheduled planning sessions with the Association to address the Association's Entertainment Objectives and budgeting.
- b. Explain any History, ability and approach to last minute artist cancelations and other unforeseen issues that will impact the success of the event.
- c. Ability, history and approach to contractor staffing support (pre-fair, fair time and post event)

- d. Post event reporting to Association .
- e. Expand on your Market knowledge, researching artists and advancing shows.
- f. Provide your approach to onsite full-service support (assistance to our production crew, artist management, guest visits, sound/lighting/special effects intervention, when necessary, etc.).
- g. Describe how you interact with a client throughout the course of the year, including communications, talent reporting, feedback, regular talent research reports, virtual or face-to-face meeting time, etc.

_____/60 Points

3. Oral Presentation (Virtual) 10 Points

Oral Presentation shall provide overview and appropriate detail of the Technical Proposal submitted. The Presentation also allows the Evaluation Committee to ask questions to the prosper.

_____/ 10 Points

Total Technical Proposal Score Value 120 Points

_____/120 Overall Technical Proposal Points

4. Financial Proposal 15 Points

The contractor who proposes the lowest financial grand total (of all years) offer will be awarded 15 points. All remaining proposals will be awarded points for their financial offer based on a weighted average. Therefore, the financial offer for all remaining proposals will be divided into the lowest financial offer and this resulting factor will be multiplied by 15 points.

Example:

Proposer A Bids \$10,000 which is the lowest bid. Proposer A receives 15 Points.

Proposer B Bids \$12,000

Divide \$10,000 by \$12,000 = .833

Multiply .833 X 15 = 12.49 points

Proposer B receives 12.49 points.

_____/ 15 Points

Total Points Awarded (Combined Technical and Financial) _____

Evaluator Printed name _____

Evaluator's Signature _____

Date _____

PART VII**MANDATORY FORMAT
AND CONTENT REQUIREMENTS****A. INTRODUCTION**

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

- All bids submitted must follow the proposal format instructions;
- All information must be presented in the order and manner requested;
- All questions must be answered;
- All requested data must be supplied.

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

B. PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as one (1) document inserted into a sealed package. The packages need to be clearly labeled in the manner described below.

One (1) attached completed, dated and signed Proposer/Contract Status Form (page 27 of the RFP). Signature Required.

Four (4) copies of the Technical proposal and labeled with the proposer's name, the RFP number and "Proposal". Proposals include written descriptions, experience and references details, and any presentation slides or handouts.

Four (4) Copies of Financial Proposal Bid Form (dated and signed) and provided in its own sealed envelope.

Documents must be placed in a package with the proposer's name on the outside and addressed as follows:

RESPONSE TO RFP

Talent Agency Buyer and Show/Stage Management Services for Santa Maria Fairpark and the Santa Barbara County Fair

RFP#11-2024

Caitlin Miller, CEO
37th DAA Santa Maria
937 S. Thornburg St.
Santa Maria, CA 93458

D. PROPOSAL ORGANIZATION

Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8-1/2" x 11" paper and all narrative portions of the proposal should be typed.

The first page of the proposal must be a **signed** cover letter on the letterhead of the bidder and contain the following statement verbatim;

*“Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the **RFP: 11-2024** to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting bidder, it is expressly agreed by the bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, bidder agrees that if the submitted proposal is not in the format of the RFP, bidder’s proposal will be deemed non-responsive.”*

The person’s name must be printed clearly above the signature line and dated. If the bidder fails to submit this document, and it is not signed and dated, the proposal will be rejected as being non-responsive.

Document 1 – Technical Proposal

Cover letter as described above

Table of Contents

Completed and signed Bidder/Contractor Status Form (page 27)

All elements of the Proposal Scoring Process Scorecard

References

Letters of Reference

Technical narrative etc.,

Financial Proposal Bid Form (signed) and provide in its own sealed envelope

Any oral presentation slides or handouts for oral presentation

Small Business Preference Documentation, if applicable:

One (1) copy of the small business certification letter, if bidder is claiming the Small Business Preference and has already received certification letter,

Or, if application for the preference has been submitted to OSDS a sheet of paper stating that the application has been submitted to OSDS and the date submitted.

Or, if claiming the preference as a non-small business subcontracting with certified SB/MB (s), a sheet of paper listing the small businesses you commit to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include the subcontractors’:

1. Name
2. Address
3. Phone Number
4. Description of work to be performed
5. Dollar amount or percentage per subcontractor

Also include the sub-contractor’s certification or indicate if application(s) are on file with OSDS.

PART VIII
FORMS SECTION

A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER

- Bidder/Contractor Status Form (mandatory)
- Technical and Financial Proposal Bid Forms, completed and signed (mandatory)

B. DOCUMENTS TO BE COMPLETED BY FAIR

- Notice of Proposed Award, after proposed awardee is determined

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

- “Standard Agreement”, STD-213
- Insurance Requirements

BIDDER/CONTRACTOR STATUS FORM**RFP NUMBER 11 – 2024**Contractor's Name _____
(full business name)

Contact Person _____

Address _____

City _____ Zip Code _____

Phone # _____ Federal Employer ID # _____

Email Address _____

Indicate your organization type (PLEASE CHECK ONE)

Individual _____ Partnership _____ Corporation _____

Individual (please check one) Resident _____ Non-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 Partnership _____ Limited Partnership _____

If a partnership, list each partner identifying whether limited partner(s) stating their true full name and their interest in the partnership:

Corporation

Place and date of incorporation _____

If not a California corporation in good standing, please state the date the incorporation was authorized to do business in California: _____

Current Officers: **President:** _____ **Vice President:** _____**Secretary:** _____ **Treasurer:** _____**Other Officers:** _____

Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:

California Small Business _____ Disabled Veteran Business Enterprise _____

If yes to one of the above, please enter your Certification # or Service Code:

NOTE: A copy of your Certification is required to be included if either of the above items are indicated, or date application was submitted to OSBCR, if an application is pending.

Are you subject to Federal Backup Withholding? Yes_____ No_____

Fictitious Name:_____

If the contractor is doing business under a fictitious business name and will be performing under the fictitious name, please attach a clearly legible copy of the current fictitious filing.

Pending Litigation or Hearings

Are any civil or criminal litigation or administrative hearings currently pending against the proposer's organization, owners, officers, or employees? Yes_____ No_____

If yes, please state the case number, agency, or court where pending and status of litigation hearing:

The Fair reserves the right to verify the information provided on this form by the bidder under RFP process.

I declare under penalty of perjury that the above information is true and correct and that I am authorized to sign this status form on behalf of the bidder/contractor.

Print Name & Title

Signature Date

**Financial Proposal Form
RFP # 11- 2024**

I hereby submit the following financial proposal to the 37th DAA for a three (3) year period, 2025, 2026, and 2027 with two (2) optional one (1) year extensions of 2028 & 2029.

Proposers must bid on all three categories for each year and every year.

No percentages allowed. Must be flat fee service, amount represented shall be the only source income as a result of providing said services in associated or related to talent provided for the Santa Barbara County Fair. Bonus payments will be based on KPI's and cannot be bid.

Bid on Each category 1. 2. and 3. for every year.

- 1. State the Flat fee for booking and management services for a total of three nights of Headliner acts in The Grandstand (bid all three nights combined)**
- 2. State the Flat fee for booking and management services for “each” additional night of Headliner acts in The Grandstand. The Bid reflects the Headliner and all support acts for the evening. (Bid for one night only)**
- 3. State the fixed flat booking service fee for booking “each” grounds entertainment performer or special attraction that is “not” part of the Headliner Grandstand series during the Term of the contract. These acts typically perform on small stages can be music acts, strolling acts, stationery or any other type of entertainment that is not considered Headliner. The prices for this bid shall remain fixed for the Term of the contract (the same amount each of the years of the contract).**

Contract Years

2025 Bid Price:

1. Fair-time Headliner 3 nights Entertainment \$ _____
2. Fair time Headliner each additional night Entertainment \$ _____
3. Fair time **fixed flat fee** to book and manage each single grounds act/attraction \$ _____

2026 Bid Price:

1. Fair-time Headliner 3 nights Entertainment \$ _____
2. Fair time Headliner each additional night Entertainment \$ _____
3. Fair time **fixed flat fee** to book and manage each single grounds act/attraction \$ _____

2027 Bid Price:

1. Fair-time Headliner 3 nights Entertainment \$ _____
2. Fair time Headliner each additional night Entertainment \$ _____
3. Fair time **fixed flat fee** to book and manage each single grounds act/attraction \$ _____

Option Years (must be completed also)

2028 Bid Price:

1. Fair-time Headliner 3 nights Entertainment \$ _____
2. Fair time Headliner each additional night Entertainment \$ _____
3. Fair time **fixed flat fee** to book and manage each single grounds act/attraction \$ _____

2029 Bid Price:

- 1. Fair-time Headliner 3 nights Entertainment \$ _____
- 2. Fair time Headliner each additional night Entertainment \$ _____
- 3. Fair time fixed flat fee to book and manage each single grounds act/attraction \$ _____

Contractor's Name _____
 (Print Full Business Name)

Are you claiming preference as small business: _____ Yes _____ No
 If yes, the bidder must submit OSDC's Small Business Letter with the technical proposal package.

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

FIRM NAME _____

TELEPHONE NUMBER _____

MAILING ADDRESS _____

TAXPAYER IDENTIFICATION NUMBER _____

CITY/ZIP CODE _____

By its signature of this proposal form, the bidder certifies that he/she has read and understands the RFP package including the information regarding bid protests. Further, the bidder certifies that the information provided by the bidder is accurate, true and correct, and not intended to mislead the 37th DAA in any manner.

Printed Name of Authorized Representative and Title

Signature of Authorized Representative

DATE

Four copies are required of the form for submission.

The completed and signed Financial proposal bid forms should be removed from the packet and placed in a separate envelope. This envelope must be sealed and marked:

Financial Proposal Bid Form

RFP # 11- 2024. This envelope will be submitted enclosed with the Proposal according to all deadlines.

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