



Request for Proposal – Creative Services UTAH STATE FAIRPARK 2023 Year

Solicitation Title: Creative Services

Solicitation Number: 23001MAR

Release Date: February 9, 2023

Questions & Clarification due by: February 27, 2023

Proposal Submission By: March 6, 2023

Oral Interviews: March 9-10, 2023

Selection Announcement: March 13, 2023

For Information contact: Nicki Claeys, Deputy Executive Director | Marketing Director
O: 801.538.8400
E: nicki@utahstatefair.com

Section 1 - Introduction & Scope of Expectations

1.01 Introduction

The Utah State Fairpark was created by the state of Utah in 1902 and held its first public event in August of that same year. The corporation "Utah State Fair Corporation" was created in 1856 in response to meet the educational needs of the newly arrived residents, and to celebrate their many accomplishments by hosting competitive exhibits for public participation. During the year, the Utah State Fairpark may host over 100 events ranging from small 50 person gatherings, 3-day festivals with 40k attendees each day, and the annual 11-day Utah State Fair averaging over 300k attendees.

1.02 Purpose

The Utah State Fair Corporation is requesting proposals for creative services from qualified contractors to produce graphic design and other communications and marketing functions as assigned for specific events produced by the Utah State Fairpark including the annual Utah State Fair, September 7-17, 2023.

With an expected Utah State Fair budget of up to \$45,000, inclusive of the below category, the Utah State Fair Corporation is looking for creative that most accurately reflects our brand, and messaging that resonates amongst our broad audience, and captures the attention of new demographics.

The requirements listed in this RFP are for the purpose of soliciting quotes that accurately meet the needs of the Utah State Fairpark Corporation.

Scope of Work

- Production/Creative
 - Concept development, artwork/photography, print, outdoor print, production of television and radio ads, digital ads.
 - Describe a possible creative concept for the 2023 Utah State Fair theme
 - “Dream Makers” for use in all pieces.
 - Describe a possible creative concept/theme direction for future Fairs.
 - Describe the account management structure you propose and what percentage of time each team member would devote to the Utah State Fair account.
 - Please provide samples of your work to include brochures, posters, print, TV, radio and digital.
- Proposal submissions should include three (3) copies of the following:
 - Overview of work plan - BRIEFLY describe the plan to conduct the project
 - Project team qualifications and experience - BRIEF resume of individuals that will manage the project.
 - References from similar project(s) - list a minimum of two (2) successfully completed projects of similar scope, including project budget, a contact name and phone number.
 - Price Proposal - include an estimate of costs with each area of work plan, including any non-labor costs.
 - Also include hourly rate for any additional time and service as may be determined necessary during the span of the project.

Section 2 – General Instructions

2.01 Deadline for Proposals

Proposals shall be received by Utah State Fairpark no later than **4:00 p.m. Mountain Standard Time on March 6, 2023.** Proposals may be emailed to Nicki Claeys, Marketing Director nicki@utahstatefair.com or hand delivered during business hours, Monday – Friday, 8:00 a.m. to 4:00 p.m. or otherwise transmitted to the address below:

Utah State Fair Corporation
155 North 1000 West
Salt Lake City, Utah 84116
Attention: Nicki Claeys

2.02 Electronic Mail Address Required

The majority of communication regarding this procurement will be conducted by electronic means (email). The offeror must provide a valid email address to receive copies of submittal questions pursuant to the terms of this RFP.

2.03 Email Questions Regarding Interpretation of the RFP and Contract Documents

At any time during this procurement up to Wednesday March , 2023, Offeror may request, in writing via email, a clarification or interpretation of any aspect of the Opportunity. Such written requests shall be made to the above addressee. The proposer making the request shall be responsible for its proper delivery to Fairpark.

If it should appear to a prospective Offeror that the performance of the work under the Contract or any of the matters relating thereto, is not sufficiently described or explained in the documents, or that any ordinance, rule, regulation, or other standard or requirement, the Offeror shall submit a written (via Email) request for clarification to the Fairpark within the time period specified above. All responses prepared in reply to a request for clarification will be sent to all proposers.

Nicki Claeys
801.538.8400
Email: nicki@utahstatefair.com

2.04 Oral Presentations

Following Evaluation of Written Proposals, Offeror(s) may be requested to provide oral presentations to the Fairpark. Failure to comply with such request will disqualify Offeror from bid process. Selection is at the sole discretion of the Fairpark and a contract may be awarded based on the initial proposals received.

Section 3 – PROPOSAL INSTRUCTIONS AND GENERAL PROVISIONS

UTAH STATE FAIR CORPORATION

3.01 PROPOSAL PREPARATION:

- (a) Failure to examine drawings, or carefully read all instructions and specifications will be at BIDDER'S risk.
- (b) All prices and notations must be in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation.
- (c) Price each item separately. Unit price shall be shown, and a total price shall be entered for each item offered. The unit price will govern if there is an error in the extension.
- (d) Prices quoted must be firm for complete delivery of services specified.
- (e) Delivery of services as proposed is critical and must be adhered to.

3.02 SUBMITTING THE PROPOSAL:

- (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly addressed envelope to the UTAH STATE FAIR CORPORATION, 155 North 1000 west, SLC, UT 84116. The "Request Number" and "Due Date" must appear on the outside of the envelope.

(b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and treated accordingly. Your proposal will be considered only if it is submitted on the forms provided by the Fair Corporation. The Corporation will accept quotes via email. Emailed quotes are submitted at the sole option and risk of the vendor and must be responsive to all conditions and specifications included in the request.

(c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the Corporation unless specifically included in the proposal and accepted by the Corporation.

(d) All purchases are subject to the Purchasing and Procurement Policies as adopted by the Utah State Fair Corporation.

(e) By signing the proposal, the offeror certifies that all information provided is accurate; that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions; that prices quoted may not be withdrawn for a period of 120 days from proposal due date.

3.03 BONDS: The Corporation has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

3.04 PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their proposal which is not to be disclosed to the public or used for purposes other than the evaluation of the proposal. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the Corporation and may be returned only at the Corporation's option. Proposals submitted may be reviewed and evaluated by any person (s) at the discretion of the Corporation.

3.05 SAMPLES: Samples, brochures, etc., when required, must be furnished free of expense to the Corporation and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

3.06 AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the offeror whose proposal is determined to be the most advantageous to the Corporation, taking into consideration price and evaluation factors set forth in the opportunity. The contract file shall contain the basis on which the award is made. (b) The Corporation can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the Corporation believes it would serve the best interest of the Corporation. (c) Before, or after, the award of a contract, the Corporation has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) Proposals will not be available for public review. Proposals will be seen only by authorized staff and those selected to evaluate them.

3.07 ANTIDISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title V II of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agree to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and

Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also, offeror agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace.

The offeror further agrees to furnish information and reports to the Corporation, upon request for the purpose of determining compliance with these statutes. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. OFFEROR MUST INCLUDE THIS PROVISION IN EVERY SUBCONTRACT OR PURCHASE ORDER RELATING TO PURCHASES BY THE FAIRPARK TO ENSURE THAT SUBCONTRACTORS AND VENDORS ARE BOUND BY THIS PROVISION.

3.08 Notice to responders: the terms and conditions of this RFP along with additional language required by law will be transferred into a formal agreement "CONTRACT" that must be executed by both parties. The awarding of this opportunity will not be recognized until the "CONTRACT has been fully executed.

Section 4 – Terms of Contract

4.01 Term of Contract

The term of this contract (if offered) shall be as follows:

Base Period: One (1) Years

- Beginning March 27th, 2023
- Concluding December 31, 2023, First Option Period (If mutually agreed)

1st Option Year

- Beginning January 1, 2024
- Concluding December 31, 2024

2nd Option Year

- Beginning January 1, 2025
- Concluding December 31, 2025

Additional options may be exercised solely at the discretion of Fairpark.

Section 5 - Evaluation Negotiation and Award

5.1 Proposals will be evaluated based on the specific responses to all individual items, with consideration given to how they relate to the Offeror's qualifications, proven expertise and experience in the industry, overall marketing support, quality of management of staff, and customer service philosophy: as well as financial considerations, proposed equipment levels, and completeness of the response. FAIRPARK reserves the right to consider all elements entering into determining the qualifications of the Offeror, and to accept or reject any or all bids and any part or parts of any bid. FAIRPARK reserves the right to accept or reject any quote as determined to best serve the needs of the Utah State Fairpark. After evaluation of the RFP responses, agencies may be selected to make oral presentations. Selection is at the sole discretion of the Utah State Fairpark and a contract may be awarded based on the initial quotes received.

Section 6 – Attachment B

6.1 DEFINITIONS

"Request for Proposal" means all documents, attached, or incorporated by reference, used for soliciting proposals.

"Utah State Fairpark or Fairpark" is the soliciting party and is responsible for issuing the Request for Proposal and subsequent Agreement to the successful offeror.

"Offeror" is the person or any legal entity that chooses to submit a response to the Request for Proposal.

"Pronouns" All personal pronouns used, whether used in a masculine, feminine, or neuter gender, shall include all genders. The singular shall include the plural and the plural shall include the singular.

"Annual State Fair" means the Utah State Fair held at the Utah State Fairpark in Salt Lake City, Utah. It is generally held during the month of September, traditionally starting the Thursday after Labor Day and ending the Sunday eleven days thereafter. The beginning date and the number of operating days for the Annual State Fair are subject to change.

"Interim Events" means any event held on the Utah State Fairpark other than the Annual State Fair.

"Can", "may", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor.

"Must, shall", "will", or "require" identify a mandatory item or factor.

6.2 CONTRACT ADMINISTRATOR

Currently, the Contract Administrator for this Agreement will be the Utah State Fair Corporations Executive Director. This individual is designated to administer the Agreement and may delegate this responsibility to an individual of his/her choosing on behalf of the Fairpark.

6.3 TERMINATION

The Agreement in its entirety may be terminated if:

A. The Fairpark

- i At the end of the initial (3) Three year term the Fairpark chooses to exercise its right not to extend the agreement; or
- ii. At the end of either of the (1) one year extensions the Fairpark chooses to exercise its right not to extend the agreement.

B. The Concessionaire is in "Default" as described below:

- i. Failure to observe, perform, or comply with any of the terms, covenants, agreements, or conditions contained in the Agreement; or
- ii. Offeror ceases operation of a facility (other than due to an event of Force Majeure, condemnation, or casualty) and does not cure such failure, after receiving written notice, in the time appropriated by the Fairpark; or
- iii. Any petition is filed by or against the Offeror under any section or chapter of the Federal Bankruptcy Act or any other Federal or State bankruptcy or other similar law, and such petition is not dismissed within (60) sixty days after the date of such filing; or

iv. The Offeror, its agents or employees, or its sub-contractor and its employees, engages in any illegal business while within the Fairpark property and/or its facilities, or while representing the Fairpark

- C. Either the Offeror or the Fairpark chooses to terminate without cause in writing, with at least (60) sixty days written notice.

7.4 INCOPORATION BY REFERENCE

This Request for Proposal, written clarifications to the Request for Proposal, responses to questions, and the concessionaire's response to the Request for Proposal along with their Best and Final Offer shall be incorporated by reference in the proposed Agreement.

7.5 TAXES, LICENSES, AND DEBTS

The Offeror shall promptly pay all taxes and other extractions assessed, pay all licenses and permit fees applicable, acquire and keep current all licenses, local, state, or federal, required as the result of the Offeror operations at the Fairpark, and pay all providers in a timely manner. In the event the Offeror fails to obtain and maintain proper licenses, and/or fails to maintain good standing with its providers, the proposed agreement may be terminated.

7.6 STATUS OF CONTRACOR

The Offeror and its agents and employees are independent contractors performing services for the Fairpark and are not nor ever will be employees of the Fairpark. The offeror acknowledges that all sums received are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self -employment tax.

7.7 ASSIGNMENT

The Offeror shall not assign or transfer any interest in the proposed agreement or assign any claims for money due or to become due under this proposed agreement.

7.8 SUBCONTRACTING

The Offeror shall not subcontract any portion of the services to be performed under the proposed agreement without the prior written approval of the Fairpark.

7.9 PRODUCT OF SERVICE (COPYRIGHT)

All materials and/or products developed and produced by the Offeror under the proposed Agreement shall become property of the Fairpark and shall be delivered to the Fairpark no later than the termination date of the proposed Agreement. Nothing produced, in whole or in part, by the Offeror under the proposed agreement shall be the subject of an application for copyright by or on behalf of the Offeror.

7.8 RULES AND REGULATIONS

- 1) SIGNAGE
 - a) Any decoration or signage affixed to Fairpark property must have prior approval in writing from the Fairpark.
- 2) RIGHT TO RESTRICT ACCESS
 - a) The Fairpark may establish Security Checkpoints at the Interim Events and the Annual State Fair and retains the right to restrict access to customers, employees, and/or vendors of Offeror.
- 3) OFFEROR PERSONNEL
 - a) Offeror's service shall be prompt and efficient. The Fairpark reserves the right, at any time, to require the Offeror to, immediately, modify its staffing and/or locations to better serve the customer.
 - b) Offeror employees shall be clean and courteous and neat in appearance. Offeror shall not permit any of its employees at the Premises to use foul or profane language, or act in a loud or boisterous or otherwise improper manner. The Fairpark reserves the right to request to remove any employee not meeting these said standards.
- 4) HAZERDOUS USE
 - a) Offeror agrees to keep any supplies deemed unsafe or hazardous to any person or property in a locked or closed off space when not being used.
 - b) In the event Offeror discovers or creates a hazardous or potentially hazardous condition at any location on the Fairpark the Offeror shall give immediate verbal notice to the Fairpark.
 - c) In the event an issue or concern is discovered, the Fairpark will inform the Offeror, in writing, of such issues or concerns, in which the Offeror must be responsive and address all issues and concerns immediately. Failure to address any issue or concern may result in the termination of the Agreement.
- 5) NOTIFICATION
 - a) Fairpark intends to complete evaluations in a timely and efficient manner. Qualified Offerors may be selected to prepare formal presentations. Fairpark will notify all Offerors via email of the disposition of their response upon selection of the successful Vendor.
 - b) Following evaluation of written proposals, Offerors may be requested to offer oral presentations to Fairpark. Failure to comply with such request will disqualify Offeror from bid process. Selection is at the sole discretion of the Fairpark and contract may be awarded based on the initial proposals received.
- 6) REQUEST FOR PROPOSAL INSTRUCTIONS AND GENERAL PROVISIONS
 - A. PROPOSAL PREPARATION:**
 - (a) Failure to examine drawings, or carefully read all instructions and specifications will be at Vendor's risk.
 - (b) All prices and notations must be in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation.
 - (c) Price each item separately. Unit price shall be shown and a total price shall be entered for each item offered. The unit price will govern if there is an error in the extension. (d) Prices quoted must be firm for complete delivery of services specified. (e) Delivery of services as proposed is critical and must be adhered to.

B. SUBMITTING THE PROPOSAL:

- (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly addressed envelope to the UTAH STATE FAIR CORPORATION, 155 North 1000 west, Salt Lake City, UT 84116. The 'Solicitation Title and "Due Date" must appear on the outside of the envelope.
- (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and treated accordingly. Your proposal will be considered only if it is submitted on the forms provided by the Fair Corporation. The Corporation reserves the right to consider emailed quotes. Emailed quotes are submitted at the sole option and risk of the Offeror and must be responsive to all conditions and specifications included in the RFP
- (c) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the Corporation unless specifically included in the proposal and accepted by the Corporation.
- (d) All purchases are subject to the Purchasing and Procurement Policies as adopted by the Utah State Fair Corporation.
- (e) By signing the proposal the Offeror certifies that all information provided is accurate; that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions; that prices quoted may not be withdrawn for a period of 60 days from proposal due date.

C. BONDS: The Corporation has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the Offeror in an amount not to exceed the amount of the contract.

D. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their proposal which not to be disclosed to the public or used for purposes other than the evaluation of the proposal Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the Corporation and may be returned only at the Corporation's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the Corporation.

E. AWARD OF CONTRACT:

- (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible Offeror whose proposal is determined to be the most advantageous to the Corporation, taking into consideration price and evaluation factors set forth in the RFP. The contract file shall contain the basis on which the award is made.
- (b) The Corporation can reject all proposals. And it can waive any informality, or technicality in any proposal received, if the Corporation believes it would serve the best interest of the Corporation.
- (c) Before, or after, the award of a contract, the Corporation has the right to inspect the Vendor's premises and all business records to determine the Vendor's ability to meet contract requirements.
- (d) Proposals will not be available for public review. Proposals will be seen only by authorized staff and those selected to evaluate them.

G. ANTIDISCRIMINATION ACT:

The Offeror agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title V II of the Civil Rights Act of 1964 (42 USC 2000e), which prohibits: VI. discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agree to abide by Executive Order No. 11246, as amended, which prohibits EVALUATION, NEGOTIATION AND AWARD

discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also, Offeror agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace. The Offeror further agrees to furnish information and reports to the Fairpark Corporation, upon request for the purpose of determining compliance with these statutes. This contract may be canceled if the Offeror fails to comply with the provisions of these laws and regulations. Offeror MUST INCLUDE THIS PROVISION IN EVERY SUBCONTRACT OR PURCHASE ORDER RELATING TO PURCHASES BY FAIRPARK TO INSURE THAT SUBCONTRACTORS AND OFFEROR ARE BOUND BY THIS PROVISION.

Proposals will be evaluated based on the specific responses to all individual items, with consideration given to how they relate to the Offeror's qualifications, proven expertise and experience in the industry, overall marketing support, quality of management of staff, and customer service philosophy; as well as financial considerations, and completeness of the response. Fairpark reserves the right to consider all elements determining the qualifications of the Offeror, and to accept or reject any or all bids and any part or parts of any bid. Fairpark reserves the right to accept or reject any proposal as determined to best serve the needs of the Fairpark. After evaluation of the RFP responses, Offeror may be selected to make oral presentations. Selection is at the sole discretion of FAIRPARK, and a contract may be awarded based on the initial proposals received.

H. TERM OF CONTRACT

This contract is subject to a 90-day evaluation period. If during or at the end of the first 90 days of this contract it is determined by Fairpark that the Offeror is not capable of meeting the contract requirements, Fairpark may cancel this contract without prior notice. As mutually agreeable between the Fairpark and the Offeror, the evaluation period may also be extended. In the event of contract cancellation, Fairpark may re-bid the contract or award to the next responsible bidder.