



ALAMEDA COUNTY AGRICULTURAL FAIR ASSOCIATION

REQUEST FOR PROPOSAL

Carbonated Soft Drinks & Water

DATE ISSUED: July 3, 2017

**BIDS MUST BE RECEIVED NO LATER THAN
5:00PM WEDNESDAY AUGUST 9, 2017**

*ALAMEDA COUNTY FAIRGROUNDS
4501 PLEASANTON AVENUE
PLEASANTON, CA 94566*

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I. TERMS OF REFERENCE

Bidder/Proposer:	The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
RFP:	Request for Proposal
Contractor:	Refers to the Bidders selected by the Association to provide the services set forth in this RFP. Terms can be used interchangeably.
Qualified:	The term “qualified” as it is used in this document refers to the bidders who have submitted the proposal per the requirements as stated in the RFP.
Responsive:	Proposals that are timely, meet the proper format required for submission, and provide the required information pursuant to the criteria outlined in the RFP will be considered “responsive”.

Request for Proposal

II. GENERAL INFORMATION

The Alameda County Agricultural Fair Association hereby referred to as Association is requesting proposals for the purpose of obtaining a Carbonated Soft Drink and Water provider, hereby referred to as Contractor from January 1, 2018 to December 31, 2020 with two (2) 1-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the Association.

A. FOR REQUESTS FOR PROPOSAL (RFP)

The Association is releasing the RFP and intends to award a contract to a qualified Carbonated Soft drink and Water distributor. The project scope, content of proposal, and vendor selection process are summarized in the RFP.

B. BIDDER RESPONSIBILITY

Bidders are urged to read the documents thoroughly as the Association shall not be responsible for errors and omissions on the part of the bidder. Careful review of final submittals is highly recommended, as reviewers will not make interpretations or correct defects of the Association.

By submitting a Proposal, Bidder confirms that they have the financial capability and stability to perform the tasks of the contract, if bid is awarded to them.

C. DELIVERY OF PROPOSALS

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

Proposals must be received by 5:00PM on August 9, 2017 at:

Alameda County Agricultural Fair Association
Marketing & Communications Manager
4501 Pleasanton Avenue
Pleasanton, CA 94566
Telephone: 925-426-7565
Fax: 925-426-5111

Or Online to: kevin@tandempartnerships.com

The Association will not be responsible for any proposals that do not indicate the Request for Proposal reference and company name.

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

All questions concerning this Request for Proposal must be emailed to kevin@tandempartnerships.com. Verbal responses to any inquiry cannot be relied upon and are not binding on either party.

The Association is not bound to accept the proposal that provides for the lowest cost or price to the Association, nor any proposal submitted.

If a contract is to be awarded as a result of this Request for Proposal, it shall be awarded to the respondent who is responsible and whose proposal provides the best potential value to the Association. Responsible means the capability in all respects to perform fully the contract requirements, and the integrity and reliability assure performance of the contract obligations.

The contract will contain the relevant provisions of this Request for Proposal, as well as other terms and conditions, which are mutually agreed upon, whether arising from the proposal or as a result of any negotiations prior to the execution of a contract.

In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.

The Association has the right to cancel this Request for Proposal at any time and to reissue it for any reason whatsoever without incurring any liability and no respondent will have any claim against the Association as a consequence. Association is not required to award an agreement.

Any amendments made by the Association to the Request for Proposal will be issued in writing and sent to all that have received the documents.

The Association is not liable for any costs of preparation or presentation of proposals.

An evaluation committee will review each proposal. The Association reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.

Respondents may be requested to make a formal presentation. Such presentations shall be made at the cost of the proponent.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered.

The proposal and accompanying documentation submitted by the respondents are the property of the Association and will not be returned.

D. CONFIDENTIALITY

The Association will hold the contents of all proposals in confidence until the Bid is awarded; 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 materials must be identified at the time of submitting the proposal to retain the claim of confidentiality.

By receiving the RFP, Contractor agrees to hold all the contents of the RFP in confidence, until the Bid is awarded.

III. BACKGROUND

A. HISTORY

“Oldest One Mile Race Track in America”

In 1859, Don Refugio Bernal established a one-mile horseracing track on a portion of his 52,000 acre land grant in the Amador Valley, Rancho del Valle de San Jose.

Augustine and Antonio Bernal became owners of their father’s track in the hamlet of Alisal (now Pleasanton) upon his death. By 1877 the track was sold to Joseph Nevis who began operating the track as a business venture. In 1883, multimillionaire Australian horse breeder Monroe Sailsbury purchased the track and operated it as the Pleasanton Stock Farm. He shipped Pleasanton grown hay to England at a cost of \$50 per tome, as the best hay in the world.

East Coast Thoroughbred owners began shipping their horses by rail to Pleasanton to train in the mild winter climate. The legendary Seabiscuit also trained at the track in Pleasanton. By 1911 the track had changed hands several more times.

In 1912 the first Fair was held at the racetrack in Pleasanton. A group of local farmers, ranchers, bankers, and business leaders formed a non-profit organization and pledged their personal assets as collateral to fund the Annual Fair and Race Meet.

In 1933 California legalized wagering on horse races. California’s network of Fairs, and three universities were determined to be the beneficiary of legalizing gambling. In short, gaming was legalized to support California’s Fairs, just as the Lottery was legalized to support California schools. Prior to this time several failed attempts were made by private racetracks to legalize gambling. The public only supported gaming when it was tied to supporting a higher public good, California’s Fairs.

By 1941 the Fair Association had purchased the first 10 acres of what is now the 238-acre Fairgrounds. The 10-day Fair and Race Meet of 1941 was touted by the Oakland Tribune as “Northern California’s Largest County Fair”.

The non-profit Fair Association subsequently donated the property to the people of Alameda County in order to guarantee into the future that people of this region would have a Fairgrounds and Race Track. The County in turn contracts with the non-profit Fair Association to operate, manage, and improve the Fairgrounds. NO TAX DOLLARS are used to operate, maintain, or build facilities at the Fairgrounds.

B. THE FAIRGROUNDS TODAY

The Fair Association continues to provide a significant public benefit without receiving any tax support. As a non-profit, the Fair Association has an annual operating budget of over \$20 million. Annual payroll is in excess of \$7 million.

The Fairgrounds generates more than \$300 million of annual economic benefit to the regional community. The Fair Association continues to provide positive benefits to the region. It has

received many industry awards over the past several years, including sixteen International Awards.

C. AMENITIES AND ACTIVITIES AT THE FAIRGROUNDS

- More than 3 million patrons attend some 350 events each year at the Fairgrounds.
- Larger events like Good Guys Car Show and Scottish Games draws up to 60,000 people to the Fairgrounds on a weekend.
- The Annual 17-day Alameda County Fair draws nearly 500,000 patrons.
- A 9-hole executive Golf Course is located inside of the racetrack.
- A large Golf Driving Range (with night lighting) is located along Valley Avenue.
- The Off Track Betting Facility (OTB) has more than \$56 million in wagering each year, importing horse racing from around the world. Upscale dining is also available at the Off Track Betting Facility.
- The 12 day Live Horse Race Meet each summer generates some \$33 million in wagers.
- The Fairgrounds host a 6-day Live Fall Horse Race Meet on the last weekend of September and the first weekend of October.
- The Fairgrounds serves as a multimodal transportation hub between BART, Wheels, the Altamont Commuter Express train (ACE), and large employers in the region.
- As one of the largest non-profit generators of solar energy in the nation the Fairgrounds operates a 1 megawatt solar system.
- A wide variety of “ethnic festivals” including: the Scottish Highland Games, Afghan New Years, Ramadan Celebration, Hawaiian Festival, Diwali Festival of Lights, and Islamic Prayer Gatherings.
- The variety of other events on the grounds include: weddings, picnics, barbeques, corporate parties, reunions, large family gatherings, concerts, etc.
- Many other non-profit organizations conduct fundraising events at the Fairgrounds in support of scholarships for underprivileged youth, blind children, Seniors in Retirement (SIRs), various community service organizations, etc...
- Several corporate events ranging from large multi-day trade shows, company meetings, training seminars, focus groups, and Board of Director meetings.
- The Fairgrounds offers one of the only overnight RV facilities in the region and makes RV and Boat Storage available for a monthly fee.

- The annual Youth Livestock Auction during the Fair provides more than \$500,000 in funds to youth throughout the region.
- The Fairgrounds is designated as a regional Disaster Recovery Center by the State Office of Emergency Services.

D. THE FUTURE

The Fair Association's non-profit Board of Directors seeks to operate the Fairgrounds in a professional business manner and maintain prudent cash reserves in the event of an emergency. The Fair Association operates, maintains and enhances the existing facilities for the benefit of generations to come.

With the "Oldest One Mile Race Track in America", and now our partnership with Oak Tree Racing, the Association hopes to continue its horse racing program, expand the number of live race days in Pleasanton, and generate larger purse funds.

The Association adopted a facility vision plan in 2015. The Board and staff are actively implementing the vision as time and funding allow. Implementation of vision will over time increase use of the facility and continually grow beverage sales.

Visit www.alamedacountyfair.com for more information about the Alameda County Agricultural Fair Association.

IV. STATEMENT OF WORK TO BE PERFORMED

It is the intention of the Association to be the exclusive carbonated soft drink and water sponsor and advertiser for the annual Alameda County Fair. In addition, winning Bidder will provide water and carbonated soft drinks at all other year-round events where food and beverage is managed by the Association's Master Concessionaire.

The Association reserves the right to award exclusive water sponsorship to a potentially different bidder.

Estimated annual quantities based off of previous years are as follows:

- Carbonated Soft Drinks
 - 3,855 BIB's of CSD
- Water
 - 1,785 (24)-bottle cases of 16.9 ounce water
 - 7,205 (24)-bottle cases of 20 ounce water
- Vending Machines
 - Three (3) vending machines on grounds
 - Two (2) dedicated employee vending machines

General Requirements

Responder shall include the following in their proposal:

1. A plan for distributing carbonated soft drinks to the Association's concessionaires during the annual Alameda County Fair.
 - a. A plan for replenishing carbonated soft drink BIB's to the Association's concessionaires as needed during operating hours to help ensure concessionaires always have available product to sell to the public.
2. A plan for distributing bottled water to the Association's concessionaires during the annual Alameda County Fair.
 - a. A plan for replenishing bottled water to the Association's concessionaires as needed during operating hours to help ensure concessionaires always have available product to sell to the public.
3. A plan for providing coolers, on-the-spot equipment maintenance, an equipment inventory, replacements, and mutually agreed upon reconciliation if warranted.
4. The bidder's ability to create a private water label for Association – labels to be updated periodically at the discretion of the association.
5. The bidder's ability to provide separate invoicing to each concessionaire, and provide the Association with monthly velocity reports outlining quantities for all Alameda County Fair food and beverage operators.
6. The bidder's ability to provide tables, high tops, chairs, stools, umbrellas, recycling receptacles, marketing material and other equipment as needed.
7. A pricing plan for both the Association's concessionaires and master concessionaires, and discounted price for product used by the Association at the Association's discretion over the term. The pricing plan for the Association can include product donations. The Association also requests national pricing on all products.
8. The bidder's ability to service on Sunday's, holidays and during the annual Alameda County Fair.

Rights Fee Offered Annually over the Five (5) Years of the Contract

Benefits for participating as the carbonated soft drink and water sponsor of the annual Alameda County Fairgrounds include exclusive rights to signage, logo inclusion in print and digital ads, and exclusive sales rights for the annual Alameda County Fair and other year-round events.

In the proposal, Responder is to specify the rights fee, to be provided in cash, for each of the three (3) years and for the two (2) option years. The Responder shall also include how they will add to the guest experience and onsite activation, and list any specific event-oriented initiatives which may impact guest attendance. Any other partnership benefits should be also be outlined

V. CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the General Terms and Conditions

1. Insurance

a. General

- i. The minimum insurance coverage's and requirements set forth below shall be maintained by Contractor for the complete term of the Agreement with a licensed insurance carrier(s) acceptable to Association and under terms acceptable to Association (hereinafter "Insurance Requirements")
- ii. If, at any time during the life of the Agreement, Contractor fails to maintain any of the insurance requirements, Association may, at Association's option and additional to all other remedies available, do one of the following: (1) declare a material breach of the Agreement by Contractor and terminate the Agreement; (2) order all work under this Agreement to be discontinued immediately and withhold all payments due or which become due to Contractor, until notice is received by Association that such insurance requirement has been restored or replaced in full force and effect and that the premiums therefore have been paid to cover a period of time satisfactory to Association; or (3) obtain such insurance and deduct premium due for same from any sums due or which become due to Contractor under the Agreement. No action taken by Association pursuant to this paragraph shall in any way relieve Contractor of its responsibilities under this Agreement.
- iii. In no event is Association responsible for the payment of premiums or deductibles or any required coverage's.
- iv. It is the intent of the parties that Contractor's insurance coverage shall be primary and that any separate coverage, including self-insurance, available to the State of California, the Fair named in the Contract Documents of ACFA shall be secondary.
- v. Nothing contained in this Agreement shall be construed as limiting in any way the extent to which Contractor may be held responsible for the payments of damage resulting from Contractor operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified below shall not be construed to relieve Contractor of liability in excess of such minimum coverage, and it shall not preclude Association from taking other actions available to it under the Contract Documents or by law.

b. Certificate of Insurance Requirement

- i. Contractor shall furnish to Association a Certificate of Insurance on a standard ACORD form, or other form acceptable to Association, substantiating the required coverage's and limits set forth below and contain the following:
- ii. Thirty (30) days prior written notice to Association of cancellation non-renewal or reduction in coverage of any policy listed on the Certificate; and
- iii. The following statement with respect to the commercial general liability policy: The Alameda County Agricultural Fair Association, the County of Alameda and the State of California, their Officers, Directors and Employees, the Board of Supervisors and any and all of their respective Officers, Deputies, and Employees, whether sued as individuals and/or in their official capacities and/or whether sued singly and/or collectively and/or in any

combination whatsoever.

c. Commercial General Liability

- i. Commercial general liability insurance shall be maintained in a minimum amount of a combined single limit of \$1,000,000 (One Million Dollars) per occurrences as respects to bodily injury, property damage and personal injury (the "liability policy"). The liability policy must be at least as broad as the current Insurance Service Office (ISO) Commercial General Liability (Occurrence Form CG001) and shall include, but shall not be limited to, the following coverage's:
 - 1. Premises and Operations (including the use of owned and non-owned equipment);
 - 2. Products and completed operations;
 - 3. Contractual liability (including tort liability of another party);
 - 4. Explosions, collapse and underground hazards;
 - 5. Personal injury liability and advertising liability; and
 - 6. Independent Contractors

d. Worker's Compensation

- i. Contractor shall be a qualified self-insurer pursuant to the requirements of the California Labor Code and shall maintain full worker's compensation insurance coverage in accordance with "The Worker's Compensation and Insurance Act." Division IV of the Labor Code along with Employer's Liability coverage, with either the State Compensation Insurance Fund or a licensed carrier. Contractor shall provide Association with a certificate of insurance.
- ii. If any injury occurs to any employee of Contractor for which the employee (or his dependents in the event of his death) may be entitled to compensation under the provision of said Act, and amount sufficient to cover such compensation shall be retained by Association out of the sums due Association under the Agreement until such compensation is paid or it is determined that no compensation is due. If Association is required to pay such compensation the amount so paid will be deducted from the sums due Contractor.

e. Crime Insurance

- i. Contractor will maintain a crime insurance policy with a limit of \$1 million per occurrence.

2. Cancellation of Contract

- a. The Association reserves the right to terminate any contract at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the Association of further payment, obligations and/or performances required in terms of the contract with the exception of commissions due upon the completion of the fully executes sales agreements which the contractor sold. No payment shall be made without submission of a proper invoice.

3. Work Permit Law

- a. If Contractor employs youth under the age of 18 years, he/she is required by law to see that each such employee holds a valid work permit. Contractor is further required to adhere to all applicable child labor laws.

4. **Megan's Law Screening**

- a. In accordance with Association policy, all entities conducting business on Association property will be required to conduct screening of each of that entities employees, agents, servants, volunteers, and/or independent contractors who will be performing job-related duties on Association premises. This screen must, at a minimum, include searches for sex offender registration. Entities will certify in writing that they have conducted the required screening, and will indemnify the Association for any negligence arising out of or connected with their obligations pertaining to the required screening.

5. **Contract Term**

- a. The term of the CSD and Water contract shall be from January 1, 2018 through December 31, 2020 with two (2) one (1) year options to renew with approval and acceptance of the Alameda County Fair Association.

VI. PROPOSAL EVALUATION, SELECTION, AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the Association's needs as described in this RFP. This section 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. During the evaluation and selection process, the evaluation committee will interview bidders. The bidder will not be allowed to ask questions concerning other bidders, but only to respond to clarification questions from the evaluation committee. The bidder cannot change proposals after the time and date designated for receipt.

A. EVALUATION & SELECTION PROCESS

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, deadline date, and the RFP format requirements were met. Proposals that do not present the information in the format required may be rejected as non-responsive.

The Association reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracy may be grounds for disqualification or receipt of a lower score.

Proposals that meet the submittal format requirements stated in the previous paragraph will be submitted to the committee for:

- Review of proposal
- Confirmation that the information presented in the format required by the RFP, and
- That all required documentation is included and correct.

The Committee will evaluate each proposal that meets the format requirements of preceding paragraph two, and assign points as outlined in Part VI, Paragraph B

All Bidders will be required to participate in an interview. The Committee will interview qualified bidders. Following any interviews, the proposals may be re-scored. The Committee reserves the option of conducting interviews via teleconference or at another designated area.

All Bidders will be notified of the results.

B. SCORING PROCESS

All responsive proposals will be evaluated using the following weighted scoring method. A maximum of 100 total points is possible. The proposal will be scored according to the quality of the response, both physical and interpretive, for the following criteria. The Bidder who receives the highest score will be awarded the contract

		MAXIMUM POINTS 100
PHASE I	Scoring	POSSIBLE POINTS 80
1.	Distribution and Replenishing Plan	10
a.	Plan for distributing carbonated beverages to the Association’s concessionaires during the annual Alameda County	(4)
b.	A plan for providing equipment (fountain machines, self-serve stations and refrigerators) for use on the property by the Association’s master concessionaire	(2)
c.	A plan for replenishing carbonated beverages and supplies as needed to the Association’s concessionaires	(4)
2.	Servicing and Equipment Plan	10
a.	A plan for the timing of set up, order placement and fulfillment, and the ability to implement a reasonable and efficient response time for fixing bibs and other equipment.....	(10)
3.	Invoicing and Pricing Plan	20
a.	Ability to provide separate invoicing to each concessionaire, and to provide the Association with regular velocity reports	(8)
b.	Pricing plan for both the Association’s concessionaires and discounted price for the Association’s staff	(12)
4.	Advertising and Sponsorship Plan	15
a.	Advertising plan for the Alameda County Fair as well as print and digital advertisements	(6)
b.	How sponsor will add to the guest experience, offsite activation, and list any specific event-oriented initiatives, which may impact guest attendance. Any other sponsorship benefits outlined including branded tables, chairs, and other equipment as needed.....	(6)
c.	Ability to periodically change private label artwork on cans or panels to promote specific event throughout the year	(3)
5.	Sponsorship Fee	25
	In the proposal, Contractor is to specify the cash value of the sponsorship each of the three (3) years and for the two (2) option years	(25)
TOTAL POSSIBLE POINTS		80

NOTE: Interviews will be scheduled at the sole discretion of the Association. Submission of a bid does not qualify bidder for an interview.

PHASE II	Scoring	POSSIBLE POINTS 20
6.	Interview	20
	Bidders will demonstrate how their services link to the requested scope of work	(20)
TOTAL MAXIMUM POINTS – Phase I (75 Points) and Phase II (25 Points)		100

The Association will commence contract negotiations with the respondent receiving the highest total ranking by the review committee. In the event of a highest score tie, the Association will negotiate with all respondents in the tie and will award the bid to the respondent with whom the negotiated contract is most advantageous to the Association. The execution of the contract will constitute notice to the contractor to proceed with the work. The term of the contract shall not exceed three (3) years with Association's option to extend two (2) additional years

VII. PROSPOSAL CONTENT AND INSTRUCTIONS

Proposal must be structured as outlined below and contain the following information:
Proposals that do not follow the format will be rejected.

1. Company History and Personnel

- a. Provide an overview of the Bidder's company history, including years in business, location(s), total number of staff, and other key elements of the business operations.
- b. Describe background and professional experience of Bidder's management team.
- c. Attach an organization chart of the proposing company, including the personnel that would be assigned to this contract. Provide a listing of the key staff who will supervise the contract, detailing the qualifications and responsibilities of those key members. Please place an emphasis on key staff that is located near the Alameda County Fairgrounds.

2. Experience

- a. Submit a complete list of clients of at least five (5) years of a similar scale+. For each item, include:
 - i. Company/Venue Name;
 - ii. Location;
 - iii. Size of company/venue;
 - iv. Annual attendance at events if applicable, and
 - v. Average attendance per event if applicable
- b. Include at least three (3) letters of recommendation from clients or partners for which Bidder has provided services. Letters to be directed to Marketing & Communications Manager and should not be more than one (1) year old. For each letter, include:
 - i. Beginning and end dates of services;
 - ii. Scope, size, and nature of services;
 - iii. Level of completion of contracted duties;
 - iv. Personnel reliability, quality, performance of duties;
 - v. Ability to meet deadlines and maintain schedules;
 - vi. Full contact information for the reference, including name and title of the author, address, phone number, and email address.

3. Ability to Perform

- a. Submit a plan demonstrating how Bidder will lead the execution of banking and financial service needs, including year-round and Fair Time preparation.
- b. Provide a detailed plan of how Bidder's local branches and staff are able to work with the Chief Financial Officer quickly and efficiently when questions or issues arise.
- c. Demonstrate Bidder's experience in working with other events or venues to execute banking and financial service needs while integrating with Association staff.
- d. Describe in detail the fees that would be due to the Contractor from the Association for the banking and financial services outlined in this RFP.
- e. Describe any incident(s) where Bidder has been terminated during performance of contracted services. If none, this should be stated.
- f. Attach proof of insurance coverage in the form of a Certificate of Insurance for Bidder's current business operations. Also, provide commitment from Bidder's insurance carrier stating Bidder's ability to provide the additional insured endorsement upon award of contract.

4. Interview

Bidders will participate in an interview with Association staff. Questions will provide the

opportunity for Bidders to demonstrate how their services link to the requested scope of work. A standard set of questions will be predetermined by the Association and asked of all Bidders. Bidders will be evaluated and scored based upon their responses.

Interviews will be held as specified in Part VIII – Preliminary Schedule.

VIII. PRELIMINARY SCHEDULE

Proposal will be received and evaluated according to the following preliminary schedule. These dates are estimated and are subject to change by the Association.

- RFP Release July 3, 2017
- Questions due July 31, 2017
- Dates for walkthrough July 5 - July 9, 2017
- Proposal Responses Due August 9, 2017
- Proposal Evaluation Complete August 23, 2017
- Bidder Interviews September 11 - 15, 2017
- Announce Successful Contractor September 27, 2017
- Contract in Place November 1, 2017
- Partnership Commences January 1, 2018