



November 18, 2024

TO: PROSPECTIVE CONTRACTORS

SUBJECT: OUTSOURCED MARKETING, ADVERTISING & PUBLIC RELATIONS RFP  
A ONE-YEAR PERIOD (2025)  
WITH FOUR, ONE-YEAR OPTIONS (2026 thru 2029)  
RFP #24-007

The 21<sup>st</sup> District Agricultural Association, Big Fresno Fair, is issuing Request for Proposals (RFP) to award a contract for the purpose of providing Outsourced Marketing, Advertising & Public Relations for a one-year period (2025) with four, one-year options (2026 through 2029).

Bid specifications and instructions for submitting them are enclosed. Sealed bids will be received on or before 2 p.m., January 8, 2025.

Please review all instructions very carefully as your bid will be deemed non-responsive and ineligible for award of contract if the forms are not filled out completely. Proposals received after the deadline will be returned unopened to the sender.

If you have any questions regarding these specifications, please feel free to give me a call.

Sincerely,

Christina Estrada  
Interim Chief Executive Officer

CE:tw

Enclosures



1121 S. Chance Avenue, Fresno, California, 93702-3707  
559 650-3247 • FAX 559 650-3226 • [www.FresnoFair.com](http://www.FresnoFair.com)

WFA  
MERRILL AWARD WINNER



**21<sup>ST</sup> DISTRICT AGRICULTURAL  
ASSOCIATION  
THE BIG FRESNO FAIR**

**RFP FOR OUTSOURCED MARKETING,  
ADVERTISING & PUBLIC RELATIONS  
DEPARTMENT  
FOR THE BIG FRESNO FAIR**

**RFP NUMBER #24-007**

**A ONE-YEAR CONTRACT  
(2025)**

**WITH FOUR ONE-YEAR OPTIONS  
(2026, 2027, 2028 and 2029)**

**Contact Person:** Christina Estrada, Interim CEO

This person is the only authorized person designated by the Fair to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Any questions regarding the RFP must be submitted via email to [cestrada@fresnofair.com](mailto:cestrada@fresnofair.com). Oral communication from Fair staff concerning the RFP shall not be binding on the DAA, and shall in no way excuse the respondent of obligations as set forth in the RFP.

**Date Issued:** November 18, 2024

**PART I: DEFINITIONS**

<b>RESPONDER</b>	The company, organization, or business entity submitting the proposal in response to the RFP.
<b>CONTRACTOR</b>	The company, organization, or business entity selected to serve as the Outsourced Marketing, Advertising & Public Relations Department.
<b>DAA</b>	Refers to the District Agricultural Association which is a State agency of the State of California and is not a local agency of government. Also referred to as the "District".
<b>F&amp;E</b>	Refers to the Fairs and Expositions Branch, Department of Food and Agriculture, which is a branch of the agency of State of California overseeing the activities of District Agricultural Associations, County and Citrus Fruit Fairs. F&E's physical and mailing address: 1220 N Street Sacramento, CA 95814
<b>EVALUATION &amp; SELECTION COMMITTEE</b>	Hereinafter referred to as "Committee" chosen by the Fair to evaluate and score proposal in response to the Request for Proposal.
<b>FORMAT</b>	Refers to both the arrangement of requested information and statements, as well as the packaging and labeling of the proposal. Failure to use the requested format required for submittal of the proposals will be deemed not responsive. Use of the requested format is the respondent's first chance to demonstrate the ability to follow directions.
<b>RFP</b>	Request for Proposals
<b>RESPONSIVE</b>	Proposals that are timely and meet the proper format required for the submittal of the proposal and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive".

## **PART II: GENERAL INFORMATION**

### **A. PURPOSE**

The Board of Directors of the 21<sup>st</sup> District Agricultural Association (District) in releasing this RFP intends to award a contract for the Outsourced Marketing, Advertising and Public Relations Department for The Big Fresno Fair for a one-year period (2025) with four, one-year renewal options (2026-2029). Only the District, in its sole and exclusive discretion, may exercise the renewal options. The District's exercise of the options to extend the Outsourced Marketing, Advertising and Public Relations Department contract may include or require renegotiation of all or part of the Scope of Work outlined in the RFP.

### **B. RESPONDENT RESPONSIBILITY**

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

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

Proposals must be physically received before the closing time and at the place stated below, in the format specified below and as more specifically described in Part VI, Section B Proposal Format & Content. Failure to submit the proposal on time shall result in an automatic rejection. Failure to meet any of the below requirements or any of those identified in Part III, Section A, Paragraph 4 "Grounds for Rejection of the Proposal", may result in a rejection or a reduction of points during the scoring process.

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

- One sealed package containing (3) copies of the Technical Proposal and an accompanied USB with any electronic support files, labeled with the Responder's name, the RFP number, and "Technical Proposal". (For additional details see Part VI, Mandatory Format and Content Requirements.)
- Package must be sealed and addressed as follows:  
RFP# 24-007 – Marketing, Advertising & Public Relations Proposal  
Christina Estrada, Interim CEO  
21<sup>st</sup> District Agricultural Association/The Big Fresno Fair  
1121 S. Chance Avenue, Fresno, CA 93702

Direct questions concerning the RFP must be submitted via email to Christina Estrada at [cestrada@fresnofair.com](mailto:cestrada@fresnofair.com). Please do not attempt to contact any other person regarding this RFP.

### **D. CONTRACT AWARD**

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

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

#### E. TENTATIVE SCHEDULE

RFP Released	November 18, 2024
Responses due at District's Administration Office	January 8, 2025 by 2 p.m.
(Optional) Interviews to clarify Proposal questions by District	January 15, 2025
Contract Award	January 28, 2025
Notice of proposed award posted and mailed	January 29, 2025 – February 4, 2025
Date award to be final if no protest received	February 5, 2025

#### F. SMALL BUSINESS PREFERENCE

State law allows certified small business (SB) and microbusiness (MB) firms and non-small businesses who subcontract with a certified SB/MB firm(s) for at least 25% of the execution of the Scope of Work, to receive a 5% bidding preference on applicable state *solicitations*. The effect of the preference is to help SB/MB be more competitive in the bid process, thereby enhancing state contract awards directly or indirectly to SB/MB. The preference is only used for computation purposes to determine the winning Responder.

If claiming the 5% small business preference and you are a SB or MB, or if your application is on file with Office of Small Business and DVBE Services (OSDS), or if you are claiming the preference as a non-small business subcontracting with certified SB/MB, list the small businesses you commit to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include:

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

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

#### Certification Application

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

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

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

**G. CONTRATOR STATUS FORM**

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

**H. INSURANCE**

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

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

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

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

#### A. RFP REQUIREMENTS AND CONDITIONS

1. Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omissions, or other errors in this RFP, he shall immediately notify the Fair of such error in writing addressed to the contact person listed on the cover page and request modification or clarification of this document.

**Modifications** by the fair, if any, will be made in writing by way of an addendum issued pursuant to paragraph 2, below.

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

2. Addendum

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

***All bidders should inquire from the contact person listed on the cover sheet whether any addenda have been issued prior to submitting a proposal in response to the RFP.***

3. Definitions

The use of “shall” “must” or “will” indicates a **mandatory** requirement or condition in this RFP. Failure to include such mandatory requirements or conditions will result in the disqualification of a proposal.

Words “should” or “may” indicate a **desirable** attribute or condition but are permissive in nature and may affect the score the proposal receives.

4. Grounds for Rejection of the Proposal

A proposal ***shall*** be rejected if:

It is received at any time after the exact time and date set for receipt of bids as stated in Part II.

The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.

A proposal ***may*** be rejected if:

It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP.

It contains false or misleading statements or references that do not support attributes or conditions contended by the bidder. (The proposal ***shall*** be rejected if, in the opinion of the fair, such information was intended to mislead the fair in its evaluation of the proposal and the attribute, condition or capability of requirement of this RFP.)

It is unsigned.

**5. Right to Reject Any or All Proposals**

It is the policy of the fair not to solicit proposals unless there is a bona fide intention to award a contract. However, the fair reserves the right to reject any or all proposals or to cancel the RFP at any time during the process.

**6. BID PROTESTS (Public Contact Code, Section 10341 to 10345)**

**1. Protest Procedures:**

**a. Standing and Grounds for Protests:**

- (1) Protests can be filed only by a Proposer or Bidder submitting a bid or proposal in response to one of the Competitive Bidding Procedures (IFB, RFP or Solicitation).
- (2) All protests will be reviewed and decided on written submissions only.
- (3) Protests must be based only upon one or more of the following grounds:
  - The District violated a law or regulation; or
  - The District failed to follow the procedures and adhere to requirements set forth in the competitive solicitation or any addendum thereto.

**b. Jurisdiction for Consideration of Protests: There is no jurisdiction to consider a protest if:**

- (1) The District rejects all bids or proposals.
- (2) The protestant does not meet the requirements of paragraph 1.a. above.
- (3) The protest was not timely submitted.
- (4) The contract award is for a type of contract not subject to the protest procedures.

**c. Procedural Requirements for Protests:**

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



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

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

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

## **B. OTHER INFORMATION**

### **1. Disposition of Proposals**

All materials submitted in response to this RFP would become the property of the fair. All proposals, evaluations and scoring sheets will be available for public inspection at the conclusion of the committee scoring process and announcement of intent to award. If an individual requests copies of these documents, the fair will assess a fee to cover duplicating costs. Documents may be returned only at the fair's option and at the 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.

### **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 cost estimate are valid for 60 days" is non-responsive to the RFP, and shall on that basis be rejected.

## **PART IV: STATEMENT OF WORK TO BE PERFORMED AND CONTRACT TERMS AND CONDITIONS**

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

### **Review Process:**

The proposals will be reviewed by an evaluation committee. If deemed necessary, finalists will be selected for verbal presentations to be given on January 15, 2025. The Board of Directors will award the contract to the successful respondent on January 28, 2025.

### **A. SCOPE OF WORK**

1. Contractor will coordinate various marketing, advertising and public relations activities as directed by Fair. It is understood that some additional duties may be necessary throughout the course of the contracted period and will be expected to be performed by the Contractor/Manager at a mutually agreed upon budget. Additionally, it is understood that various programs identified in the contract may be adjusted and reviewed for Scope of Work annually.
2. Contractor shall remain an independent contractor defined as a person/entity who, in rendering services, exercises independent employment and is under the control of the Fair for whom services are performed only with respect to the result of the work and not as to the means by which it is accomplished.
3. The contract shall be for a period of 11 months beginning February 5, 2025 and ending December 31, 2025, with four 1-year options running January 1- December 31 of 2026, 2027, 2028, and 2029. These options may be exercised following an evaluation by the District of performance.

### **B. DUTIES**

For ease of review - section B1 below provides a category overview of the Duties covered in the Scope of Work, with section B2-13 providing detailed breakout of oversight and/or management for each, which will include but not be limited to:

#### **1. STRATEGIC PLANNING, RESEARCH AND EXECUTION OF MARKETING, ADVERTISING & PUBLIC RELATIONS FOR THE ANNUAL FAIR AND FAIRGROUNDS YEAR-ROUND**

- a. Responsible for the strategic planning, budgeting and oversight of the following:

- i. Fair Event Advertising
- ii. Fair Event Public Relations
- iii. Fair Event Special Programs, Community Programs and Partnerships
- iv. Fair Event Concert / Ticket Sales Marketing
- v. Fair Live Horse Racing Marketing
- vi. Fair Event Sponsorship Support
- vii. Crisis Communications Management
- viii. Branding & Creative Development
- ix. Fair Website, Social Media & Email Marketing
- x. Interim Event & Year-Round Marketing Support, Including Satellite Wagering
- xi. Big Fresno Fair & Fresno County Historical Museum Marketing Support

## **2. ADMINISTRATIVE**

- a. Department
  - i. Maintain organized electronic documents for Fair access.
  - ii. Prepare written agreements with program partners in Big Fresno Fair name.
- b. Accountability
  - i. Submit monthly reports to CEO briefing current status on active work.
  - ii. Seek documented approval sign-offs for all major expenses.
  - iii. Representative(s) from Contractor to attend/call into weekly staff meetings year-round.
- c. Budgeting/Billing
  - i. Responsibilities include annual budgeting based upon strategic planning and determined programs and promotions to be executed.
  - ii. Management and monthly reconciliations of the overall budget managed by Contractor within defined budget categories.

## **3. FAIR EVENT ADVERTISING**

- a. Paid & Trade Advertising
  - i. Strategically evaluate and execute paid and trade advertising across traditional and digital marketing channels.
  - ii. Execute media buys with a Fair-approved qualified media buying firm for Broadcast and Digital. Direct Media buys can be placed by Contractor with Fair approval.
- b. Media Buy Analysis & Reporting
  - i. Provide proposed media buy performance analytics prior to buy placement, in addition to post buy analytics.
- c. Community Trade Program
  - i. Execution of Community Trade Program that enhances the Paid & Trade Advertising buy for added reach in the market promoting the Fair, with heavy focus on ethnic media outlets. Community Trade utilizes Fair admission tickets like cash, trading the value of the admission ticket for advertising.
- d. Ad Trafficking
  - i. Oversee and/or execute all ad trafficking of various creative.
  - ii. Reconcile Fair ad trafficking post media buy.

## **4. FAIR EVENT PUBLIC RELATIONS**

- a. Plan and implement all external and internal communications tactics and develop necessary tools, which include but are not limited to.
  - i. Press Releases / Media Alerts
  - ii. Annual Press Kit
  - iii. Key Messaging / Talking Points
  - iv. PSA Scripts
  - v. Information One-Sheets
  - vi. Award Submissions
- b. Media Relations
  - i. Strategic execution of year-round media relations program to promote annual Fair and maintain the integrity of the Fair's brand and reputation.
  - ii. Secure and execute onsite coverage leading up to and during annual Fair covering all aspects of the annual Fair from concerts to horse racing, competitive exhibits, new attractions, special programs and more.
  - iii. Provide onsite team to support the annual Fair media coverage ranging from the morning shows to the 11 p.m. evening news, in addition to program support as defined in the Scope of Work.
  - iv. Onsite intern team management and oversight.

- c. Speaking / Networking Opportunities
    - i. Secure speaking opportunities and develop presentations for Fair Management to increase awareness about the Fair, its programs and its vision for the future.
  - d. Reputation Management
    - i. Monitor and analyze the public opinion of the Fair utilizing a full range of communication platforms.
    - ii. Develop a response program to address negative reviews and direct feedback, engaging the public to uphold a positive reputation for the Fair.
- 5. FAIR EVENT SPECIAL PROGRAMS, COMMUNITY PROGRAMS AND PARTNERSHIPS**
  - a. Strategically develop and maintain partnerships and programs that further connect the Fair with the community and help drive traffic annual Fair attendance and support its reputation in the community.
  - b. Current programs/events include the following which may be adjusted annually:
    - i. Community Outreach / City Horse Races
    - ii. "Pint for a Pass" Blood Drive
    - iii. 4.0 & Above Program
    - iv. Health & Safety Public Education Program
    - v. Opening Ceremonies
    - vi. Fair Education Program
    - vii. Livestock Marketing
- 6. FAIR EVENT CONCERT / TICKET SALES MARKETING**
  - a. Strategically plan and execute concert announcements and tickets on sale, along with general ticket sales (Season Pass, Discounted Admission, Unlimited Carnival Ride Wristbands) utilizing promotional partners, direct marketing platforms and media outreach.
  - b. Secure assets and approvals from entertainer management.
  - c. Develop all content and creative assets needed to promote and execute on-sales.
  - d. Provide onsite support at concerts for media and VIPs.
- 7. FAIR LIVE HORSE RACING MARKETING**
  - a. Strategically develop, evaluate and execute marketing strategies to drive attendance to Fair's live horse races.
  - b. In collaboration with CEO / Racing Director, develop live horse racing marketing plan and budget.
  - c. Support California Horse Racing Board (CHRB) live horse racing application process as requested.
  - d. Provide onsite support for execution of special events such as the City Horse Races, Derby Dog Dash, Beer & Wine Fest and Bulldog Stakes Race.
  - e. Oversee and implement all advertising buys and creative development within the approved annual budget.
- 8. FAIR EVENT SPONSORSHIP SUPPORT**
  - a. Work with CEO/Sponsorship Team to fulfill secured sponsor contract elements, that may include but not limited to: advertising, collateral, signage, website, social, email marketing, press releases, etc.
  - b. Collaborate with Sponsorship Team on approval of all items.
- 9. CRISIS COMMUNICATIONS MANAGEMENT**
  - a. Strategically monitor, identify and prepare for possible crisis scenarios.
  - b. Develop key messaging tailored to the scenario and refine as needed.
  - c. Be available 24/7 to address crisis situations in collaboration with Fair CEO/leadership.

**10. BRANDING AND CREATIVE DEVELOPMENT**

- a. Work to consistently uphold the Fair brand across all creative and communication platforms.
- b. Creative development of annual advertising campaigns that include: TV and Radio Spots, Billboards, Transit, Digital, etc.
- c. Develop a variety of creative tools and graphics (Videos, Digital Assets, Signage, etc.) used to promote the annual Fair and year-round operations.
- d. Collaborate with CEO / Sponsorship Team to ensure sponsor logos are integrated into applicable creative per contracts.
- e. Manage contracted Fair Photographer(s) and/or Videographers.

**11. FAIR WEBSITE, SOCIAL MEDIA AND EMAIL MARKETING**

- a. Website
  - i. Management and maintenance of Fair's website year-round.
  - ii. Develop content and creative keeping the information up-to-date.
  - iii. Adhere to ADA Compliance standards.
  - iv. Monitor analytics and maximize SEO.
- b. Social Media
  - i. Strategically plan, develop and execute year-round social media campaigns to grow networks and promote annual Fair and year-round operations.
  - ii. Monitor, engage and respond on all social media networks (Facebook, Twitter, Instagram, TikTok, etc.)
  - iii. Track and evaluate analytics.
- c. Email Marketing
  - i. Strategically plan, develop and execute year-round email marketing strategies and campaigns to grow database currently at 75,000+.
  - ii. Develop content and creative.

**12. INTERIM EVENT & YEAR-ROUND MARKETING SUPPORT**

- a. As directed by CEO, support interim events and year-round activities with website inclusions, social media, email marketing, digital media and public relations – which includes Satellite Wagering for horse racing.

**13. BIG FRESNO FAIR MUSEUM/FRESNO COUNTY HISTORICAL MUSEUM MARKETING SUPPORT**

- a. As directed by CEO, support The Big Fresno Fair Museum and Fresno Historical Museum marketing efforts to drive traffic and create awareness.

**C. COMPENSATION FOR CONTRACTOR**

1. The overall annual Fair budget is reviewed annually, adjusted and approved by Fair Management and Board.
2. Annual budget for the Marketing, Advertising & Public Relations Department is determined annually based upon strategic direction for programs and promotions. The total budget under the Marketing, Advertising & Public Relations Department's oversight can range from \$650,000 - \$750,000. That budget includes advertising buy, contracted vendor costs for services such as website hosting and other digital platform tools, printing, supplies and other hard costs, as well as the labor costs for the operation of the Outsourced Marketing, Advertising & Public Relations Department. Project and promotion budgets are identified and approved by Fair Management and Board within the overall Department budget during the annual budget process.
3. Oversight and execution of the full Scope of Work identified in the RFP is charged by the Contractor at a defined and stated hourly billing rate, within the approved annual budget. Project-by-project billing is required by Contractor and monthly recaps provided to District with billing.
4. Media Purchasing
  - a. Fair-approved, qualified outsourced media buying firm is utilized for Cash & Trade Media Buy for Broadcast and Digital within a commission scale to not exceed 15%. Contractor's time for oversight and management of outsourced media buying firm is calculated in hourly billings. Cash & Trade Media Buy for Broadcast and Digital ranges from \$180,000 - \$200,000.
  - b. All other buys outside of the broadcast and digital buy, such as print and outdoor, are placed by the Contractor, with a determined budget in addition to the Broadcast and Digital Buy noted above. Buys are a combination of Cash & Trade; commissionable only to the net cash portion up to 15%.
  - c. Community Trade is a 100% Trade Program. Hourly rate to manage and execute the program may be billed by Contractor.
5. Printing & Hard Costs
  - a. Printing and other hard costs are to be paid by District directly. If hard costs are incurred by Contractor, they may be billed to District for reimbursement. No markup of hard costs may be charged to the Fair.

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

Each proposal shall be evaluated for responsiveness to the Fair's needs as described in this RFP. This part describes the process the Fair will follow when evaluating and scoring proposals and awarding the contract, if any is awarded, and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may wish to interview a Responder for clarification purposes only. The Responder will not be allowed to ask questions concerning other Responders, but only to seek clarification questions from the Committee. The Responder cannot change proposals after the time and date designated for 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
  - b. Submittal (receipt) was by the deadline time and date; and
  - c. The physical format requirements were met.
  - d. **This is not a public review.**
2. Technical proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for
  - a. Review of the technical proposal,
  - b. Confirmation that information is presented in the format required by the RFP, and
  - c. All required documentation is included and correct.

Proposals that do not present the information in the format required may be rejected as non-responsive. **This is not a public review.**

3. The District reserves the right to verify any references and employment experiences referenced or disclosed in this proposal or to ascertain the accuracy of information presented. Misinformation or inaccuracy is grounds for disqualification or receipt of a lower score.
4. The Committee will evaluate each proposal that meets the format requirements and assign points for the technical proposal. **This is not a public review.**
5. The Committee may request interviews of the Responders for clarification of proposals. Following any interviews, the proposal may be re-scored.  
**This is not a public review.**
6. In order to obtain the average score for each Responder, the total points awarded by each Committee reviewer will be added up for that Responder and the total divided by the total number of reviewers on the Committee.
7. Selection of the winning Responder is based on the highest average score on the Technical Proposal. Certified small business bidders, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five (5%) percent.
8. Contract award is heard and formally approved at the January 28, 2025 Board Meeting.
9. All Responders will be notified of the results.

**B. SCORING PROCESS**

Responders will be scored on their Technical Proposal by the criteria listed below. The highest score (calculated as described on Page 14, bullet 6) will be awarded the contract upon Board approval. Certified small business responders, who have included in their proposal a copy of their Small Business Certification Approval Letter, shall be granted a preference of five (5%) percent on score. The following information must be provided in order for the RFP to be scored. Be as detailed as possible, but succinct in the descriptions.

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

<b>Experience and Previous Performance</b>	<b>(90 Points)</b>	<b>SCORE</b>
a. Summary of experience leading a Marketing, Advertising and Public Relations Department at a similar size operation (fairs/festivals 500,000+ attendees) over the past 5 years.	18	
b. Summary of experience working with CA State and Local elected officials, including Governor-appointed Board members, navigating State policy relative to fairs/DAA's, as well as working with health, safety and education entities.	5	
c. Experience in the strategic development and execution of community-minded initiatives and educational programs, including development of communications and outreach tools.	10	
d. Summary of experience in the areas of planning, budgeting and general operation of Marketing, Advertising and Public Relations campaigns.	5	
e. Summary of experience in the development of and media purchasing for strategic advertising campaigns within approved budgets, utilizing analytics to secure the highest deliverables, while leveraging added-value through partnerships and trade programs.	10	
f. Summary of experience in overseeing the development and execution of advertising creative campaigns, including TV, Print, Radio, Digital, Outdoor and Transit.	8	
g. Summary of experience in oversight and execution of Social Media and Email Marketing Campaigns to grow networks and development of custom, measurable and engaging content.	10	
h. Demonstrate your experience in managing departmental budgets of over \$500,000, including procedures, reporting, etc.	5	
i. Identify organizational familiarity with Fresno DMA media and decision-makers, as well as community leaders.	5	
j. List of 3-4 references with letters of recommendation pertaining to Strategic Marketing, Advertising and Public Relations expertise.	10	
k. Provide sample campaigns and community program materials.	4	
<b>Experience and Previous Performance Total Score</b>	<b>90</b>	



Marketing, Advertising & Public Relations  
RFP #24-007 – November 18, 2024

<b>Staff Experience</b>		<b>(7 Points)</b>	<b>SCORE</b>
a. Provide information on all full-time, in-house staff members that would provide services to the Fair, including years with your company, experience working with large fairs or festivals, public relations (with focus on crisis communications), media and marketing.		7	
<b>Staff Experience Total Score</b>		<b>7</b>	
<b>Compliance with RFP</b>		<b>(3 Points)</b>	<b>SCORE</b>
a. Follow Format		1	
b. All questions answered		1	
c. All data supplied		1	
<b>Compliance with RFP Total Score</b>		<b>3</b>	

TOTAL COMBINED SCORE: \_\_\_\_\_

## PART VI: MANDATORY FORMAT AND CONTENT REQUIREMENTS

### A. INTRODUCTION

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

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

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

### B. PROPOSAL FORMAT AND CONTENT

Proposal must be prepared as hard copy documents placed in a package (three copies in the package) along with digital/video support files on a USB for Technical Proposal. Package must be sealed and then clearly labeled in the manner described in Part II and received by the due date and time.

#### Technical Proposal

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

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

*Submission of this proposal signifies all terms, conditions, requirements protests, procedures, performance measures and instructions concerning the award of the RFP to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the Responding Agency that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of the proposal. And further, Responder agrees that if the submitted proposal is not in the format of the RFP, the Responder's proposal will be deemed non-responsive.*

The person's name must be printed clearly below the signature line, and then signed on the signature line and dated. Additionally, in the cover letter the Responder must provide a proposed hourly rate to be billed by the Responding Agency for work completed within the Scope of Work identified, within the annual approved Fair budget for work. If Responder fails to submit this document and it is not signed and dated, the proposal will be rejected as non-responsive.

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

**PART VII: FORMS SECTION**

- A. FORMS TO BE COMPLETED AND SUBMITTED BY RESPONDER**
  - 1. Contractor Status Form completed and signed.
  - 2. Technical Proposal Form
  - 3. Small Business Documentation if applicable
- B. DOCUMENTS TO BE COMPLETED TO DISTRICT**
  - 1. Notice of Proposed Award (after proposed award is determined)
- C. DOCUMENTS THAT ARE PART OF THE CONTRACT TO BE AWARDED**
  - 1. Standard Agreement
  - 2. Standard Contract Terms and Conditions (SCTC)
  - 3. Insurance Requirements

BIDDER/CONTRACTOR STATUS FORM Page 1 of 2

Contractor’s Name \_\_\_\_\_ County \_\_\_\_\_  
(full business name)

Address \_\_\_\_\_ Federal Employer ID# \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_  
(principle place of business)

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS (PLEASE CHECK ONE)

\_\_\_ Individual \_\_\_ Limited Partnership \_\_\_ General 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 corporation was  
authorized to do business in California: \_\_\_\_\_

**CURRENT OFFICERS:**

President: \_\_\_\_\_ Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Other Officers: \_\_\_\_\_

**All must answer:**

Are you subject to Federal Backup Withholding? \_\_\_ Yes \_\_\_ No

**BIDDER/CONTRACTOR STATUS FORM Page 2 of 2**

**Fictitious Name** \_\_\_\_\_

If 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.

**Small Business Preference:**

Are you claiming preference as a small business in reference to this RFP? \_\_\_\_ Yes \_\_\_\_ No

If yes, the bidder must submit OSDS's Small Business Certification Approval Letter; or if claiming the preference as a non-small business subcontracting with SB/MB(s), list the small business subcontractors. Also include the sub-contractor's certification or indicate if applications(s) are on file.

Your small business ID number: \_\_\_\_\_

**Pending Litigation or Hearings**

Are any civil or criminal litigation or administrative hearings currently pending against the bidder's organization, owners, officers, or employees? \_\_\_\_ Yes \_\_\_\_ No

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

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-  
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-  
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The 21<sup>st</sup> DAA reserves the right to verify the information provided on this form by the bidder during the RFP process.

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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)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

**TECHNICAL BID FORM**

BIDDER'S NAME:

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FAIR:

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The undersigned declares under penalty under the laws of the State of California that the matters set forth in this "Technical Bid Form" and all attachments thereto and enclosures therewith, if any, are true.

The undersigned hereby bids and agrees to furnish all equipment, apparatus, labor, supplies, and other facilities and incidentals necessary and/or required to perform all work required for the above-named Fair in the manner and time prescribed in the RFP and such addenda thereto as may be issued prior to bid opening date (please complete acknowledgements of receipts below) and all other contract documents as defined in the Standard Agreement. Bidder hereby acknowledges receipt of all Addenda to this Request for Proposal by completing the following:

Addenda No. \_\_\_\_\_  
acknowledged

Bidder's initials \_\_\_\_\_ Received and

Addenda No. \_\_\_\_\_  
acknowledged

Bidder's initials \_\_\_\_\_ Received and

Addenda No. \_\_\_\_\_  
acknowledged

Bidder's initials \_\_\_\_\_ Received and

Each "Technical Bid Form" submitted shall include the items below:

1. All attachments appropriately numbered.
2. Other

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**OUTSTANDING JUDGMENT OR PENDING LITIGATION FORM**

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

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

By signing this “Outstanding Judgment or Pending Litigation Form”, the Bidder declares under penalty of perjury under the laws of the State of California that no civil, criminal, or administrative litigation is currently pending against the Bidder’s company or officers, except as noted below:

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Except with the information listed above, by signature on this form, the Bidder certifies that there are no outstanding judgments or pending litigation against the Bidder’s company or any of its executive officers.

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Company Name

---

Signature, Title

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California Fair Services Authority

**“EXHIBIT A”**

**INSURANCE REQUIREMENTS**  
(revised effective January 1, 2023)

**I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter “contract”) protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

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

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

3. Coverages:

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall not be less than for the limits in the CFSA Hazardous/Nonhazardous Activities List which includes, but is not limited to, the following: **\$5,000,000 per occurrence** for Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: Automobile races, drifting exhibitions, burnout contests/competitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock. **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races. **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock Events such as Bull Riding,



per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable; provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
  - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
  - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
  - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
  - For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

## **II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage

obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**

4. **Certified Copies of Policies** - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

### **III. Participant Waivers**

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.
3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.
4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

## Exhibit 'B'

# General Terms and Conditions (GTC 04/2017)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)



20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)