

AGREEMENT  
between  
WEBER COUNTY  
and

360 MARKETING & ADVERTISING LLC, D/B/A 360 ELEVATED  
*for advertising and public relations services for the Weber County Fair*

THIS AGREEMENT is between **WEBER COUNTY**, a body corporate and politic of the State of Utah (“County”) and **360 MARKETING & ADVERTISING LLC, D/B/A 360 ELEVATED** (“Contractor”). County and Contractor may be referred to jointly as the “parties.”

**RECITALS**

**WHEREAS**, County issued a Request for Proposals #23-272 (“RFP”) for qualified companies/individuals to provide advertising and PR services for the Weber County Fair (“Fair”); and

**WHEREAS**, Contractor submitted a proposal in response to the RFP; and

**WHEREAS**, Weber County approved the recommendation of the RFP selection committee to enter into this Agreement with Contractor; and

**THEREFORE**, in exchange for valuable consideration, including the mutual covenants contained in this Agreement, the Parties covenant and agree as follows:

**1. SCOPE OF SERVICES**

Contractor shall be responsible for the preparation of and execution of advertising and public relations materials and services; the placement of advertising materials in media as designated by the Fair which may include, newspaper, radio, magazines, managing website, outdoor media, premium book, transit media, and the conception of, preparation of, execution of, and placement of other mutually agreed upon communications materials and services as more particularly described in County’s RFP attached to this Agreement as “Attachment A” and Contractor’s Service Costs attached to this Agreement as “Attachment B” both of which are incorporated in this Agreement by reference.

**2. CONSIDERATION**

Contractor shall be compensated for providing services under this Agreement in accordance with the fee schedule attached as “Attachment B” to this Agreement. Contractor shall submit monthly invoices to County including a description of the services provided, the date the services were performed, the number of hours spent and by whom, and a description of

the expenses. County shall remit payment to Contractor no later than 30 days after receipt and approval of Contractor's invoice.

### 3. EFFECTIVE DATE/TERM

This Agreement shall be effective as of the 1 day of December, 2023 and will continue for a period of 3 years following the effective date ("Term") with two (1) one year optional extensions. County reserves the right to review this Agreement on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of this Agreement.

### 4. TERMINATION

- a. Termination for Default. County may terminate this Agreement for an "Event of Default as defined, upon written notice from County to Contractor.
- b. Termination by Contractor for Default. Contractor may terminate this Agreement for an Event of Default upon written notice from Contractor to County.
- c. Event of Default. As used in this Agreement, the term "Event of Default" means (a) a party fails to make any payment herein when the same becomes due and such failure continues for a period of 30 (thirty) days after written notice to the party failing to make such payment; (b) a party hereto fails to perform any of its material obligations and such failure continues for a period of 30 (thirty) days after written notice to such defaulting party; or (c) any material representation or warranty of a party contained in this Agreement proves to be untrue or incorrect in any material respect when made.
- d. Force Majeure. Neither party shall be liable for any excess costs if the failure to perform arises from causes beyond the control and without the fault or negligence of that party, e.g., acts of God, fires, floods, strikes, or unusually severe weather. If such condition continues for a period in excess of 60 days, Contractor or County shall have the right to terminate this Agreement without liability or penalty effective upon written notice to the other party.
- e. No Limitation of Rights. The rights and remedies of the parties hereto are in addition to any other rights and remedies provided by law or under this Agreement. The parties agree that the waiver of any breach of this Agreement by either party shall in no event constitute a waiver as to any future breach.
- f. Termination for Convenience. County reserves the right to terminate this Agreement, in whole or in part, at any time during the Term or any Additional Terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to Contractor at least 30 (thirty) days prior to the date of termination for convenience. Upon such termination, Contractor shall be paid for all services up to the date of termination. Contractor agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle Contractor to any rights or remedies provided by law or this Agreement

for breach of contract by the County or any other claim or cause of action.

## 5. INDEPENDENT CONTRACTOR AND TAXES

The relationship of County and Contractor under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Contractor of employer and employee, partners or joint venturers.

## 6. INSURANCE

Contractor shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:

- A. Workers' compensation and employer's liability insurance as required by the State of Utah.
- B. Commercial general liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general policy aggregate.
- C. Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 annual policy aggregate limit.
- D. The Contractor shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as the Contractor agrees not to operate a vehicle in connection with services rendered under this Agreement, the County shall not require the Contractor to provide commercial automobile liability insurance.

## 7. AGENT

No agent, employee or servant of Contractor or County is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by each party to its employees, including but not limited to workers' compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, or servants of the other party. Contractor and County shall each be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the performance of this Agreement. Contractor and County shall each make all commercially reasonable efforts to inform all persons with whom they are involved in connection with this Agreement that both are independent contractors.

## 8. SEVERABILITY

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

## 9. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by Contractor of applicable law, rule or regulation, shall constitute an event of default under this Agreement. Contractor is responsible, at its sole expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

## 10. NON-ASSIGNMENT

Neither party shall assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the prior written approval of the other.

## 11. NON-FUNDING

If Contractor's performance or County's performance under this Agreement depends upon the appropriation of funds by either the Utah Legislature or the Weber County Commission, and if the legislating body fails to appropriate the funds necessary for the performance, then this Agreement may be terminated by either party by providing written notice to the other party without further obligation. Said termination shall not be construed as breach of or default under this Agreement and said termination shall be without penalty, additional payments, or other charges to County or Contractor of any kind whatsoever, and no right of action for damages or other relief shall accrue to the benefit of County or Contractor, their successors or assigns, as to this Agreement, or any portion thereof, which may so terminate and become null and void.

## 12. GOVERNING LAW

It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the ordinances of Weber County, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

### 13. STANDARD OF PERFORMANCE/PROFESSIONALISM

Contractor acknowledges the standard of performance and professionalism required in the performance of its services under this Agreement. Contractor agrees to perform the services under this Agreement with the level of professionalism expected in its industry/profession in the community. Further, Contractor, while performing its obligations under this Agreement, will conduct itself in such a manner that will promote the best interests of the County. Contractor further agrees that it will not accept any fee or financial remuneration from any entity or person other than Weber County for its performance under this Agreement.

### 14. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against any and all actual or threatened claims, losses, damages, injuries, and liabilities of, to, or by third Parties, including Contractor, its subcontractors, or the employees of either, including claims for personal injury, death, or damage to personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, Contractor's breach of this Agreement or any acts or omissions of or by Contractor, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement. Contractor agrees that its duty to indemnify the County under this Agreement includes all attorney's fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, or verdict paid or incurred on behalf of the County.

### 15. GOVERNMENTAL IMMUNITY

County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

### 16. NO OFFICER OR EMPLOYEE INTEREST

It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer or employee of Contractor or any member of their families shall serve on any County board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises Contractor's operations, or authorizes funding or payments to Contractor.

## 17. GOVERNMENT RECORDS ACCESS MANAGEMENT ACT

Contractor acknowledges that County is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901. As a result, County is required to disclose certain information and materials to the public, upon request. Contractor agrees to timely refer all requests for documents, materials and data in its possession relating to this Agreement and its performance to the County Representative for response by County.

## 18. CONFIDENTIALITY

Contractor shall hold all information provided to it by County for the purposes of its performance of this Agreement, whether provided in written or other form, in strict confidence, shall make no use thereof other than for the performance of the Agreement, and shall not release any of said information to any third party, any member of Contractor's firm who is not involved in the performance of services under the Agreement, or to any representative of the news media without prior written consent of County. Materials, information, data, reports, plans, analyses, budgets and similar documentation provided to or prepared by Contractor in performance of this Agreement shall also be held confidential by Contractor. County shall have the sole obligation or privilege of releasing such information as required by law.

## 19. OWNERSHIP OF WORK PRODUCT

All work performed by Contractor under this Agreement shall become the sole property of the County. Ownership of the work shall apply regardless of the form of the work product including, but not limited to, writings, drawings, reports, any form of video or audio, etc. Upon final payment by County to Contractor, Contractor shall deliver to County all work product applicable to the services provided under this Agreement including, but not limited to, work product in draft form.

## 20. COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

## 21. ENTIRE AGREEMENT

County and Contractor acknowledge and agree that this Agreement constitutes the entire integrated understanding between County and Contractor, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and

obligations of the Parties to this Agreement except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.

31. INTERPRETATION

The Agreement documents are complementary and what is called for by any one of them shall be as binding as if called for by all. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement;
- B. Weber County's Request for Proposals (Attachment A);
- C. 360 Service Costs (Attachment B).

County and Contractor agree that where possible, each provision of this Agreement shall be interpreted in such a manner as to be consistent and valid under applicable law; but if any provision of this Agreement shall be invalid, prohibited or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

[signature page to follow]

In witness whereof, the Parties execute this Agreement.

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By \_\_\_\_\_  
Gage Froerer, Chair

Commissioner Froerer voted \_\_\_\_\_

Commissioner Harvey voted \_\_\_\_\_

Commissioner Bolos voted \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

CONTRACTOR

By: Jane Schubald

Title: Vice President

Date: 12-12-2023



80 East Antelope Drive, Layton, Utah 84041  
 (801) 543-0250 360ELEVATED.COM

UTAH STATE CONTRACT MA3803- VC256943  
 UEI:DH5DNVGR693

Legal Business Name: WEBER COUNTY  
 Any DBAs: \_\_\_\_\_  
 State Business ID Number: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Authorized Business Contact: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Mobile: \_\_\_\_\_

**SERVICE AGREEMENT**

**Solicitation Award #20-267 Weber County Fair 2024-2029**

<p><b>ADD-ON OPTIONS</b></p> <hr/> <p>VIDEO PRODUCTION                  NEW WEBSITE BUILD                  TRADITIONAL MEDIA:                  BILLBOARD                  POSTCARDS                  TV/RADIO                  OTT STREAMING                  PRESS RELEASE                  PRINT                  GEAR                  MEDIA BUYING</p> <hr/> <p><b>**Additional Add-On Costs (see below):</b>  <input checked="" type="checkbox"/> Additional Client Paid Ad spend:                  Google: \$ _____                  Social Media: \$ _____</p> <hr/> <p>MY LOCAL UTAH                  _____                  _____                  _____                  _____                  _____                  _____</p> <hr/>	<p><b>CONTRACT SCOPE OF WORK #20-267</b></p> <p><b>DESIGN SERVICES 2024-2029</b></p> <p><b>\$59,550.00 per year</b></p> <p>Branding Finalized Style Guide (if necessary) 2024                  Sponsorship Packet Vendor Layout                  Email Signature Website                  Parade Banners                  Pens                  Facebook Event Banners                  Premium Book                  Table Tent                  Shirts                  Credentials                  Fair Bucks                  Parking Passes Coloring                  Contest                  Poster                  Map                  Daily Programs Sponsor Boards                  Fair Evaluation                  Design Catalog                  2025 Sponsorship Packet</p> <hr/> <p><b>\$59,550.00 per year</b></p> <hr/>	<hr/>	<hr/>
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Authorized Signature: \_\_\_\_\_ Date 11/6/2023 Effective Date 1/1/2024

## COST PROPOSAL

### WEBER COUNTY FAIR ADVERTISING & PR SOLICITAION # 20-267

Company Name: 360 Marketing & Advertising LLC dba 360 ELEVATED

Cost is to be submitted based on the following:

Annual Cost

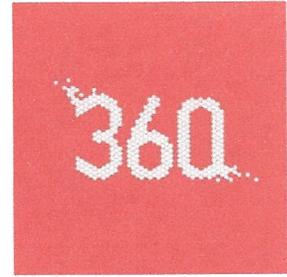
\$59,550<sup>W</sup>

(Any deviation from this format may result in disqualification of proposal)

360 Marketing & Advertising LLC

dba 360 ELEVATED  
80 East Antelope Drive  
Layton, UT 84041 US  
(801) -543-0250  
accounting@360marketingteam.com  
https://www.360elevated.com/  
State Contract #MA-3803

# Invoice



**BILL TO**

Weber County-Weber County Fair  
2380 Washington Blvd  
Ogden, Utah 84401

INVOICE #	DATE	TOTAL DUE	TERMS	ENCLOSED
01201394	11/30/2023	\$59,500.00	Due on receipt	

DATE	ACTIVITY	QTY	RATE	AMOUNT
11/27/2023	Design & Production WEBER COUNTY FAIR ADVERTISING & PR - AWARD SOLICITATION # 20-267 SCOPE OF WORK: FIVE YEAR AWARD 2024- 2029 DESIGN AND PRODUCTION 11/6/2023: Solicitation Award #20-267 Weber County Fair Graphic Design: Scope of Work, Branding Finalized 1/19/2024 Style Guide (if necessary) 1/19/2024, 2024 Sponsorship Packet 1/19/2024 Vendor Layout 1/26/2024, Email Signature 1/26/2024 Website 4/26/2024, Parade Banners 5/3/2024 Pens 5/3/2024, Facebook Event Banners 5/3/2024 Premium Book 5/17/2024, Table Tent 5/17/2024 Shirts 5/24/2024, Credentials 6/7/2024 Fair Bucks 6/7/2024, Parking Passes 6/7/2024 Coloring Contest 6/21/2024, Poster 6/21/2024 Map 6/28/2024 , Daily Programs 7/19/2024 Sponsor Boards 7/26/2024, Fair Evaluation 10/18/2024 Design Catalog 10/18/2024 2025 Sponsorship Packet - Once 2025 branding is finalized ANNUAL BID: \$59,550	1	59,500.00	59,500.00

BALANCE DUE

**\$59,500.00**

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**360 Marketing & Advertising LLC**

**2** Business name/disregarded entity name, if different from above  
**360 Marketing & Advertising LLC**

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
**80 East Antelope Drive**

**6** City, state, and ZIP code  
**Layton, Utah 84041**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
8	4	-	4	4	9	5	0	5	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ 

Date ▶ 1-1-2022

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ATTACHMENT A  
**REQUEST FOR PROPOSAL**  
**WEBER COUNTY FAIR ADVERTISING AND PUBLIC RELATIONS**  
**Solicitation # 23-272**

**PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this request for proposal is to enter into a contract with a qualified firm to provide advertising and PR services for the Weber County Fair. It is anticipated that this RFP may result in a contract award to a single contractor.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are at liberty, and are encouraged to, expand upon the specifications to evidence service capability under any agreement.

**ISSUING OFFICE AND RFP REFERENCE NUMBER**

Weber County Purchasing is the issuing office for this document and all subsequent addenda relating to it, on behalf of The Weber County Fair. The reference number for the transaction is **Solicitation # 23-272**. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

**SUBMITTING YOUR PROPOSAL**

**NOTICE:** By submitting a proposal in response to this RFP, offeror is acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood, and agreed to. Any exceptions to the content of the RFP must be protested to the Purchasing Agent prior to the closing date and time for submission of proposal.

Proposals must be received no later than ***Tuesday, October 17, 2023 at 2:00 pm MST***. Proposals received after the deadline will not be accepted.

Proposals are to be submitted electronically through SCIQUEST/U3P via VENDOR ATTACHMENTS.

Cost will be evaluated independent from the technical proposal, and as such, is to be submitted separate from the technical proposal. Failure to submit cost separately may result in your proposal being judged as non-responsive. Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being judged as non-responsive.

## **LENGTH OF CONTRACT**

The Contract resulting from this RFP will be for a period of three (3) years with two (1) year optional extensions.

Weber County reserves the right to review contract(s) on a regular basis regarding performance and cost analysis and may negotiate price and service elements during the term of the contract.

## **PRICE GUARANTEE PERIOD**

All pricing must be guaranteed for the entire term of the contract. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the County Purchasing Agent. The County will be given the immediate benefit of any decrease in the market, or allowable discount.

## **STANDARD CONTRACT TERMS AND CONDITIONS**

Any contract resulting from this RFP will include, but not be limited to; the County's Standard Terms and Conditions (see Attachment A). Exceptions and or additions to the County's Standard Terms and Conditions are strongly discouraged.

Exceptions and additions to the Standard Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered. Website URLs containing or referencing vendor terms and conditions are prohibited and will not be allowed in contract resulting from this solicitation.

The County retains the right to refuse to negotiate on exceptions, should the exceptions be excessive, not in the best interest of the County, negotiations could result in excessive costs to the County, or could adversely impact existing time constraints.

In a multiple award, the County reserves the right to negotiate exceptions to terms and conditions based on the offeror with the least, to the most exceptions taken. Contracts may become effective as negotiations are completed.

## **QUESTIONS**

All questions must be submitted through SciQuest. Answers will be given via the SciQuest site.

## **DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the County. However, the County may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors expense.

## **PROTECTED INFORMATION**

The Government Records Access and Management Act (GRAMA), Utah Code Ann., Subsection **63G-2-305**, provides in part that:

*the following records are protected if properly classified by a government entity:*

*(1) trade secrets as defined in Section **13-24-2** if the person submitting the trade secret has provided the governmental entity with the information specified in Section 63G-2-309 (Business Confidentiality Claims);*

*(2) commercial information or non-individual financial information obtained from a person if:*

*(a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future;*

*(b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access; and*

*(c) the person submitting the information has provided the governmental entity with the information specified in Section **63G-2-309**;*

*\* \* \* \* \**

*(6) records the disclosure of which would impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, except that this Subsection (6) does not restrict the right of a person to see bids submitted to or by a governmental entity after bidding has closed; ....*

GRAMA provides that trade secrets, commercial information or non-individual financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the offeror must:

1. provide a written Claim of Business Confidentiality *at the time the information (proposal) is provided to the county,*
2. include a concise statement of reasons supporting the claim of business confidentiality (Subsection **63G-2-309(1)**), and
3. submit an electronic “redacted” (excluding protected information) copy of your proposal response. Copy must clearly be marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. **An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY” and may be considered non-responsive if marked as such.** The claim of business confidentiality must be submitted with your proposal on the form which is attached to the RFP.

To ensure the information is protected, the Division of Purchasing asks the offeror to clearly identify in the Executive Summary, and in the body of the proposal, any specific information for which an offeror claims business confidentiality protection as "PROTECTED".

All materials submitted become the property of the Weber County. Materials may be evaluated by anyone designated by the County as part of the proposal evaluation committee. Materials submitted may be returned only at the County's option.

## **DETAILED SCOPE OF WORK**

**The Weber County Fair is seeking an Advertising and PR firm to provide services for the Weber County Fair.** The Weber County Fair happens each August ending the 2<sup>nd</sup> Saturday of the month. With more than 50,000 fair goers, the Fair captures the attention of all age consumers. Commercial exhibitors, food vendors, livestock, living arts, contests, rodeos, and major entertainment thrill fair goers during the four-day extravaganza.

The selected agency will be responsible for the preparation of and execution of advertising and public relations materials and services; the placement of advertising materials in media as designated by Fair, may include, newspaper, radio, magazines, managing website, outdoor media, premium book, transit media, and the conception of, preparation of, execution of, and placement of other mutually agreed upon communications materials and services. The precise nature of all advertising will be as from time to time mutually agreed upon by the Fair and the Agency. Agency **must** be able to work within outlined timelines set by Fair Director. Examples of work to be performed are:

## **DESIGN AND PRODUCTION**

- Production of theme and artwork
- Premium Book
  - o Updated rules, date changes, artwork, etc.
- Billboards, transit, pens, shirts, ads, tickets, posters, banners, coloring contest, vendor layout, email signature, style guide, social media graphics, credentials, Fair Bucks, parking passes, map, daily programs, sponsor boards, fair evaluation, design catalog, etc.
- Miscellaneous collateral design
- Website

## **MEDIA**

- Design, arrangement, and purchasing of advertisement: radio, billboards (digital & traditional), PPC, Google Ads, display ads, and any other media mutually agreed upon

## **PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

The following qualifications must be met and explained in each offeror's detailed response:

- Minimum of three (5) years of experience in Advertising and/or Public Relations.
- Examples of three (3) projects of similar scope and size.
- Three (3) references of past work of similar scope and size.
- Resumes of staff to be involved with this project.

## **PROPOSAL RESPONSE FORMAT**

All proposals must include:

1. **RFP Form.** The County's Request for Proposal form completed and signed. (Attachment B)
2. **Executive Summary.** The one page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Protected information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
  - A. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.
  - B. A specific point-by-point response, in the order listed, to each requirement in the RFP.
4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

**Cost is to be submitted as a separate document. Inclusion of any cost or pricing data within the technical proposal may also result in your proposal being judged as non-responsive.**