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32ND DISTRICT AGRICULTURAL ASSOCIATION

ADVERTISING SERVICES

TWO-TIER

REQUEST FOR PROPOSAL

RFP NUMBER: AM-04-17

OC Fair & Event Center
88 Fair Drive
Costa Mesa, California 92626

Date Issued: June 30, 2017

MANDATORY PRE-BID CONFERENCE: Thursday, July 20, 2017, 10:00 a.m.
“Late arrivals to the mandatory pre-bid conference will not be admitted”

Sealed Bids must be received no later than, Wednesday, August 23, 2017, 11:00 a.m.

Clearly marked with the following:

Advertising Services
RFP NUMBER: AM-04-17
32nd District Agricultural Association
OC Fair & Event Center/Administration Building
88 Fair Drive
Costa Mesa, CA 92626

EMAIL OR FAX PROPOSALS WILL NOT BE ACCEPTED

Contact Person: Kelly Vu

Email: RFP@ocfair.com

This person is the only authorized person designated by the District to receive communication concerning this RFP. Please do not attempt to contact any other person concerning this RFP. Oral communications of District officers and employees concerning the RFP shall not be binding on the District, and shall in no way excuse the Bidder of obligations as set forth in the RFP. **Bidders should include the RFP Number referenced above in the subject line of all emails sent to RFP@ocfair.com.**

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PART I

DEFINITIONS

- BIDDER/PROPOSER:** The individual, company, organization or business entity submitting the proposal in response to the Request for Proposal.
- CFSA:** Refers to California Fairs Services Authority, a not-for-profit joint powers authority (JPA) established to manage and administer workers' compensation, property and general liability self-insurance pools, related services and programs exclusively for California's fairs.
- CONTRACTOR:** Refers to that Bidder selected by the District to provide the services set forth in this RFP. Terms can be used interchangeably.
- DGS:** Refers to the "Department of General Services," State of California, located at:

707 Third Street, 7th Floor
West Sacramento, California 95605
Attention: Office of Legal Services
- DISTRICT:** Refers to the 32nd District Agricultural Association, which is an agency of the State of California within the Division of Fairs & Expositions under the Department of Food & Agriculture. The Association is located at:

88 Fair Drive
Costa Mesa, California 92626
- F & E:** Refers to the Division of Fairs & Expositions, Department of Food & Agriculture, which is a division of the agency of the State of California overseeing the activities of District Agricultural Associations and County and Citrus Fruit Fairs. F&E is located at:

1010 Hurley Way, Suite 200
Sacramento, California 95825
- IMAGINOLOGY:** Refers to the annual event held in April of each year.
- QUALIFIED:** The term "qualified" as it is used in this document refers to the Bidders who submit their proposals according to the guidelines contained in the RFP and meet all other requirements listed herein.
- OC FAIR/FAIR TIME:** Refers to the annual OC Fair held in July and August of each year. Terms can be used interchangeably.
- RFP:** Request for Proposal.
- RESPONSIVE:** Proposals that are timely, meet the proper format required for submittal of the proposals, and provide the required information pursuant to the criteria outlined in the RFP will be considered "responsive."
- YEAR-ROUND EVENT:** Refers to any event held outside of the annual OC Fair and Imaginology.

PART II

GENERAL INFORMATION

A. FOR REQUEST FOR PROPOSALS (RFP)

The Board of Directors of the 32nd District Agricultural Association in releasing this RFP intends to award a contract for Advertising Services for the OC Fair & Event Center. Services include, but are not limited to, the creative concept development of TV and Radio campaigns, strategic creative development, creative consultation, promotions, and media buying and planning to support the annual OC Fair, Imaginology, Heroes Hall, Pacific Amphitheatre Concert Series, Centennial Farm and special events, January 1, 2018 through December 31, 2019 with three (three) one-year options to renew. The agreement options are to be exercised independently and at the sole discretion of the District. Certification of satisfactory performance is required. Extensions may involve renegotiation of certain areas.

B. BIDDER RESPONSIBILITY

Bidders are urged to read the documents thoroughly as the District shall not be responsible for errors and omissions on the part of the bidder. Careful review of final submittal is highly recommended as reviewers will not make interpretations or correct detected errors in calculations.

C. DELIVERY OF PROPOSALS

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

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

- All proposals must have original signatures, and must be submitted to the District's Administration Office **no later than 11:00 a.m. on Wednesday, August 23, 2017**. Pursuant to the law, no proposals shall be considered which have not been received at the place, and prior to the closing time, stated in this RFP.
- Each proposal must be prepared as two (2) separate documents, placed in two (2) separate sealed packages; both sealed packages are inserted into a third package with the bidder's name on the outside and addressed as follows:

Advertising Services
RFP NUMBER: AM-04-17
32nd District Agricultural Association
OC Fair & Event Center/Administration Building
88 Fair Drive
Costa Mesa, CA 92626

D. CONTRACT AWARD

Each bidder's financial proposal is evaluated and scored by the committee. Small Business preference and DVBE Incentive will be given where applicable.

Bidders must receive a minimum total score of 80 points with minimum number of points required in each category to continue to tier 2.

Prior to the Board awarding a 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 emailed to each bidder.

A contract award is not final until:

- the time for posting notice of award has expired and/or
- protests filed, if any, have been withdrawn or rejected by the Department of General Services.
- All contracts are subject to Board of Directors approval. If the Board of Directors rejects the award when the award has been made due to time constraint the District reserves the right to terminate the contract immediately without obligation to pay for any services that have not been rendered by the Contractor.

E. TENTATIVE SCHEDULE

RFP Released	Friday, June 30, 2017
Mandatory pre-bid conference, 10:00 a.m.	Thursday, July 20, 2017
* Questions Due via Email – 5:00 p.m.	Thursday, August 10, 2017
* Answers Sent to All Bidder's via Email	Thursday, August 17, 2017
Proposal Deadline – 11:00 a.m.	Wednesday, August 23, 2017
Presentation Scheduling	August 28-29, 2017
Presentations	September 5-8, 2017
Scoring	September 12-13, 2017
Notice of Proposed Award	By September 15, 2017
Protest Deadline	By September 22, 2017
Proposed Contract Commences	Monday, January 1, 2018

* Questions are to be submitted in writing. All bidders will be sent email notification when questions and answers are posted on the District's web site. No RFP related questions will be answered following 5:00 p.m. on Thursday, August 10, 2017.

F. BIDDER/CONTRACTOR STATUS FORM

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

G. DVBE REQUIREMENTS – BIDS TOTALING OVER \$10,000.00

The District elects to include the DVBE incentive for this RFP.

Bidders must complete and return the Bidder and Subcontractor Performance Declaration, GSPD-05-105, found at: <http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf#search=gspd-05-105&view=FitH&pagemode=none>

If bidder answered "yes" to any question on the GSPD-05-105, bidder must include Disabled Veteran Business Enterprise Declarations, Std. 843, found at: <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf#search=std%20843&view=FitH&pagemode=none>

H. SMALL BUSINESS PREFERENCE

Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of service, are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulations is available upon request.

To claim the small business preference, which may not exceed \$50,000 for any proposal, bidder's company must have its principal place of business located in California and have a complete application (including proof of annual receipts) on file with the State Office of Small Business and Disabled Veteran Business Enterprise (OSDS). Questions regarding the preference approval process should be directed to the OSDS, 707 Third Street, 1st Floor, Room 400, West Sacramento, California 95605, (916) 375-4940.

If bidder is claiming the 5% small business preference, a copy of bidder's OSDS Small Business Certification must be submitted with the proposal.

Non-small business bidders may be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation when a responsible non-small business bidder includes notification that it commits to subcontract at least twenty five percent (25%) of its net bid price with one or more small businesses. Bidder must submit a list of the small businesses it commits to subcontract with for a commercially useful function in the performance of the contract. The list of sub-contractors shall include the subcontractor's name, address, phone number, description of work to be performed and dollar amount of percentage for each subcontractor.

Small business preference qualification information must be included in all bid documents. This must include procedures for claiming small business preference, microbusiness preference, and non-small business contractor/small business subcontractor preference processes. *Note: A non-small business, which qualifies for this preference, may not take an award away from a certified small business.*

I. INSURANCE

The Bidder awarded the contract shall provide a signed, original Certificate of Insurance in the minimum amounts of commercial general liability coverage and automobile liability insurance per occurrence for bodily injury and property damage liability combined, as outlined in Part IX – Forms, Exhibit E – Insurance Requirements. The Certificate of Insurance shall be furnished to the District fifteen (15) days prior to contract start date. The certificate must include the following, unless the Bidder is on the Division's or CFSA's Master Insurance Certificate List:

- Evidence of authorized insurance for the term of the contract, which includes setup and teardown;
- A 30-day cancellation notice;
- The District's name and address shown as the certificate holder; and
- The additional insured paragraph exactly as stated below:

"That the State of California, 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."

Also, proof of Workers' Compensation Insurance is required by the Bidder awarded the contract.

J. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by Bidder in: 1) Preparing the proposal in response to this request; 2) Submission of said proposal to the District; 3) Negotiating any matter

related to this proposal; 4) Any travel expenses in conjunction with this proposal, and 5) Any other expenses incurred by Bidder prior to contract commencement date.

The District shall not, in any event, be liable for any pre-contractual expenses incurred by the Bidder. Bidder shall not include any such expenses as part of the price as proposed in response to this RFP.

K. SIGNATURE

The Proposal Forms, Certifications, Letters, and all Documents must be signed with the firm's name as indicated. A proposal by a corporation must be signed by a duly authorized officer, employee or agent.

L. PRE-AWARD AUDIT

Prior to contract award, the selected Bidder may be required to undergo an audit of their proposed costs and prices. The District will conduct the audit for the purpose of determining whether the Bidder's prices are fair and reasonable.

M. SINGLE PROPOSAL RESPONSE

If only one responsive proposal is received in response to this RFP and it is found by the District to be acceptable, additional detailed costs or financial data may be requested of the single Bidder. A cost or financial analysis, possibly including an audit, may be performed by or for the District in order to determine if the proposal is fair and reasonable. The Bidder has agreed to such analysis by submitting a proposal in response to this RFP.

A cost analysis is a more detailed evaluation of the cost elements in the Bidder's Financial Proposal Bid Form. It is conducted to form an opinion as to the degree to which the proposed costs represent what the Bidder's performance should cost. A cost analysis is generally conducted to determine whether the Bidder is applying sound management in proposing the application of resources to the operation effort, and whether costs are allowable, allocable and reasonable. Any such analyses and the result there from shall not obligate the District to accept such a single proposal and the District may reject such proposal at its sole and exclusive discretion.

N. NON-ASSIGNMENT

Any attempt by Contractor to assign, subcontract or transfer all or part of this agreement shall be void and unenforceable without the District's prior written consent; which consent shall not be unreasonably withheld. Any such consent shall not relieve Contractor from full and direct responsibility for all services performed prior to the date of assigning, subcontracting or transferring this agreement.

O. LOSS LEADER

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.

P. UNANTICIPATED TASKS, TIME OR DELIVERABLES

In the event unanticipated deliverables, additional time or additional work must be performed that is not identified in this RFP, but in the District's opinion is necessary to successfully accomplish the statement of work or technical specifications, the District may initiate a contract amendment to add time, deliverables or tasks. Unless otherwise indicated, all stipulated terms and conditions appearing in the resulting contract including fixed costs, unit pricing, expenses or rate will apply to any additional work.

PART III

RULES GOVERNING COMPETITION & TECHNICAL EVALUATION

A. RFP REQUIREMENTS AND CONDITIONS

1. Resulting Contract

The resulting contract between the District and the successful Bidder(s) shall incorporate the following documents and the execution of this Agreement will be required after an award is made (see Part IX – Forms):

- a. The attached sample Standard Agreement; the RFP General Provisions including Contract Terms and Conditions; Payee Data Record; Contractor Certification Clauses; General Contract Terms and Conditions, and Insurance Requirements.
- b. The Statement of Work to be Performed and/or work requirements set forth in this RFP.
- c. Addenda subsequent to the initial release of the RFP.
- d. The District's response to written questions and clarification to the RFP.
- e. Megan's Law Screening and Certification.

2. Errors and Requests for Additional Information

In the opinion of the District, this RFP is complete and without need of explanation:

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

Bidders that may have questions, or need any clarifying information or additional information, should submit in writing via email to the contact person listed on the cover sheet of this RFP. Bidders must submit questions by the date and time specified in the Tentative Schedule (see Part II – General Information). Modifications will be made in writing by way of an addendum issued pursuant to paragraph 3 below.

3. Addenda (Changes to the RFP)

Prior to award of a contract, the General Provisions, Statement of Work to be Performed, Addenda and all forms and documents of this RFP constitute the potential contract. Any requests to change these must be submitted according to the instructions "Errors and Requests for Additional Information" above. All changes to this RFP will be made by written addendum. Clarifications will be provided by written notice to all parties to whom the District had sent notice of the RFP and to persons or entities who have requested to be provided notice of any modifications or notices. There will be no oral changes. Oral communications are not binding.

The effect of all addenda to the contract documents shall be considered in Bidder's proposal and said addenda shall be made a part of the contract documents. It is the Bidder's responsibility to review their final submittal and ensure it has addressed all components in the original RFP and any addenda.

4. Definitions

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

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

5. Grounds for Rejection of the Proposal

A proposal shall be rejected if:

- It is received at any time after the exact time and date set for receipt of proposals as stated in Part II – General Information, Paragraphs C and E.
- It is not prepared in accordance with the required format or information is not submitted in the format required by this RFP as listed in Part VII – Mandatory Format and Content Requirements.
- The firm has submitted multiple bids in response to this RFP without formally withdrawing other bids.
- Bidder did not attend mandatory pre-bid meeting.
- Bidder did not fulfill two fair visits.

A proposal may be rejected if:

- It contains false or misleading statements or references, which do not support attributes or conditions, contended by the bidder. (The proposal shall be rejected if, in the opinion of the District, such information was intended to mislead the District in its evaluation of the proposal and the attribute, condition or capability of this RFP.)
- It is incomplete and/or unsigned.

6. Right to Reject Any or All Proposals

It is the policy of the District not to solicit proposals unless there is a bona fide intention to award a contract. However, the District may, at its sole and absolute discretion, reject any or all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process, or waive any irregularities in this RFP. The decision as to who shall receive a contract award, or whether or not an award shall ever be made as a result of this RFP, shall be at the sole and absolute discretion of the District.

7. Protests

A Bidder may file a protest against the awarding of the contract. The protest must be filed with both the District and the Department of General Services (DGS) at:

- Department of General Services
Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, California 95605
FAX: (916) 376-5088
- 32nd District Agricultural Association dba OC Fair & Event Center
Business Services Department
Attention: Business Services Supervisor
88 Fair Drive
Costa Mesa, CA 92626

Email: RFP@ocfair.com

Protests may be sent by regular mail, email, courier or personal delivery. Protestants should include their fax numbers when possible.

The protest must be received prior to the expiration of five (5) working days from notice of the proposed award being posted and, in no event, later than 5:00 p.m. on the fifth (5th) working day after notice of proposed award was posted in a public place at the District's Administration Office.

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

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

B. OTHER INFORMATION

1. Dispositions of Proposals

All materials submitted in response to this RFP will become the property of the District. All proposals, evaluation and scoring sheets shall be available for public inspection at the conclusion of the Committee scoring process and announcement of intent to award. If an individual requests copies of these documents, the District will assess a fee to cover duplicating costs. Documents may be returned only at the District's option and at the bidder's expense. Two (2) copies of the proposal shall be retained for official District files.

2. Confidentiality of Proposals

The District will hold the contents of all proposals in confidence until issuance of the Notice of the Proposed Award; once issued and posted, no proposal will be treated as confidential. However, if a bidder maintains that certain information is proprietary, all proprietary or other legally protected material must be identified at the time of submitting the proposal to retain the claim of confidentiality. Bidder acknowledges that all materials submitted in response to this RFP, including proprietary materials, are subject to the California Public Records Act.

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

3. Modification or Withdrawal of Proposals

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

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

PART IV

HISTORY & GENERAL INFORMATION

The 32nd District Agricultural Association – the OC Fair & Event Center – is a 150-acre multi-use property owned and operated by the State of California through the Department of Agriculture, Division of Fairs & Expositions. It is used throughout the year for both public and private events, and educational and community activities. The OC Fair & Event Center hosts over 150 events throughout the year and self-produces the annual OC Fair & Imaginology events, in addition to managing the Pacific Amphitheatre, an 8,200-seat outdoor amphitheater.

The OC Fair & Event Center features 157,000 square feet of unique event space including 17 exhibit buildings, meeting rooms and outdoor spaces – all available for rent throughout the year.

The property includes Centennial Farm, a three-acre working farm which educates the public, including over 100,000 school children through field trips, on the importance of agriculture in our daily lives. Centennial Farm features farm animals, California specialty crops and the “Table of Dignity” memorial honoring the work of Orange County agricultural workers.

Heroes Hall, located at the OC Fair & Event Center, is a permanent museum honoring the legacy of veterans through rotating exhibitions, performances and educational programs. It features a restored two-story World War II era barracks building and an impressive Medal of Honor Courtyard honoring those who serve our nation.

The OC Fair & Event Center is home to the annual OC Fair, one of the most anticipated community events in Orange County. The OC Fair is a 23-day event held over a period of 31 days during July and August, and is open Wednesday through Friday from noon to midnight, and Saturday and Sunday from 11 a.m. to midnight. Attendance at the OC Fair has exceeded 1.3 million guests for several years. The 2017 OC Fair dates are July 14 through August 13.

The OC Fair has launched a three-year theme series focusing on agriculture with the emphasis in 2017 on Food, in 2018 on People and in 2019 on the Environment. “Farm Fresh Fun” has been selected for the 2017 OC Fair theme, with additional theme creative development to follow.

The Pacific Amphitheatre is used throughout the year for live performances and events, and is home to a 23-day concert series during the annual OC Fair featuring headline musical acts and comedian performances. In recent years, the 23-day concert schedule has also included additional concerts before and after the annual OC Fair. The Pacific Amphitheatre is also the host venue for the Pacific Symphony’s summer concert series.

Imaginology takes place annually in April over a three-day weekend. The popular event features S.T.E.A.M. (Science, Technology, Engineering, Art & Math) workshops, demonstrations, competitions and hands-on activities, providing students with the resources needed to freely explore their imaginations. Professionals from various fields such as electronics, robotics, agriculture and creative arts are available to give participants a glimpse of future career paths. Imaginology attracts over 30,000 guests per year.

The District is seeking a qualified advertising agency to work collaboratively with its in-house Creative Services Department, Marketing Department and Communications Department on an overall creative direction and execution for marketing the property, its educational and community programs (including Centennial Farm, Heroes Hall and Imaginology), and the annual OC Fair event.

Prospective bidders are required to attend a mandatory pre-bid conference at the OC Fair & Event Center on July 20, 2017, at this time, prospective bidders will have the opportunity to ask questions about the RFP as well as tour the property. Submitting a proposal without attending the mandatory meeting or two fair visits during 2017 Fair will result in automatic disqualification. Bidders to contact Ruby Lau, Marketing Director at (714) 708-1530, email rlau@ocfair.com or Pam Highwart at (714) 708-1534, email phighwart@ocfair.com to obtain fair tickets and parking access.

PART V

STATEMENT OF WORK TO BE PERFORMED

The Statement of Work describes the work to be performed by the bidder who is awarded this contract . The contract awarded will also contain the General Terms and Conditions and will be incorporated and made a part of the contract. All terms and conditions are fixed and non-negotiable.

Qualified bidders must:

- Be willing to work collaboratively with the District's in-house Creative Services Department as requested, as well as Marketing, Sales and Communications.
- Be located in Southern California within 50 miles of the OC Fair & Event Center.
- Attend the 2017 OC Fair for minimum of one daytime visit and one evening visit.
- Provide agency organizational chart.
- Provide agency hourly fees Rate as outlined in Financial Proposal Bid Form.
- Ensure that key account team is available immediately prior to and during the OC Fair each year of the contract.
- Assign a key account team to a two-year commitment supporting the OC Fair. In the event there is a change in the key account team, Contractor will compensate District based on a flat fee of \$5,000.
- Not bill the District hourly rate for phone calls unless such calls are considered consultation as part of the project and mutually agreed upon by both parties.
- Attend the mandatory pre-bid meeting and complete property walkthrough.

Strategic Planning, Research & Consultation

The District's Marketing, Communications, Sales and Creative Services Departments will work collaboratively with the winning bidder to assess District's overall assets and develop a strategic plan to include marketing, advertising, collateral and social media.

- Overall assessment of District assets and current branding
- Full market research with recommendations on key opportunities for growth
- Recommendations on branding direction
- Strategy for reaching emerging markets and new customer base
- Review of District's strategic integrated property marketing, sales and social media plans and develop recommendations for:
 - Year-round venue rental program
 - Educational assets and community programs including Heroes Hall and Centennial Farm
 - Annual OC Fair event
 - Annual Imaginology event
 - Sponsorship asset collateral materials

Creative Development

Working in collaboration with District's in-house Creative Services, Marketing, Sales and Communications Departments, winning bidder will help develop creative direction for the District's revenue-generating assets and educational/community outreach programs. Winning bidder will work with District's team to:

- Develop next two phases of the annual OC Fair agricultural theme for 2018 and 2019
- Develop new OC Fair theme for 2020
- Establish creative direction for collateral, print, social media and digital to support:
 - Venue rentals program
 - Heroes Hall
 - Centennial Farm
 - OC Fair
 - Pacific Amphitheatre concert series
- Audit all existing printed collateral materials, along with recommendations for what to maintain, change or develop
- Develop copywriting and Spanish translation
- Create and produce OC Fair television ad
 - Creative presentation, TV rough-cut edits, script development, production briefing, pre-production meeting, review of all specs, preparation and presentation of casting specs, review and selection of casting, TV video editorial and edits, TV audio record and edit session, mix, TV edits per agency and client inputs, presentation to District, and final client approval, version, formats and delivery
 - Production of English TV, Spanish TV and English/Spanish Pre-roll
 - District has budgeted \$100,000 for TV production costs. Agency is required to request three bids for TV and District reserves the right to approve the production contractor chosen for TV. Agency is responsible for paying production costs upfront and then invoicing District for payment. District will not pay advance deposits for production costs.
 - District will attend TV production shoots.
- Create and produce OC Fair radio ad
 - Creative presentation, script development, production briefing, pre-production meeting, review of all specs, preparation and presentation of casting specs, review and selection of casting, radio recording and edit session
 - Production of English and Spanish radio
 - Districted has budgeted \$20,000 for Radio production costs. Agency is required to request three bids for Radio Production. The District reserves the right to approve the production contractor chosen for Radio production. Agency is responsible for paying production costs upfront and then

invoicing District for payment. District will not advance deposits for production costs. The District will attend Radio production shoots.

Media Planning & Buying Services

- Winning bidder will be responsible for General Market and multicultural media planning and buying services for print, TV/cable, radio, out-of-home and digital for:
 - Year-round venue rentals
 - Annual OC Fair
 - Imaginology
 - Community/Educational Programs
- Winning bidder will work with the Pacific Amphitheatre team to maximize media placement schedule and social media activity, and make recommendations for entertainment.
- These services are active year-round with the heaviest planning and buying period for the OC Fair. Winning bidder should plan on multiple media plan revisions and a very active media team particularly during fairtime. The District reserves the right to subcontract media buying services. Media Buying Services must include:
 - Research on industry trends
 - Market research updates every 6 months
 - Media analysis
 - Flat fee (do not submit commission percentages)
 - Weekly client meetings during critical media buying period
 - Monitoring of media placements through media schedule and securing of necessary make-goods
 - Negotiation of added value opportunities
 - Detailed media recap

General Account Management

Working in collaboration with District's Marketing, Communications and Creative Services Departments, winning bidder will provide daily account management services in support of ongoing District projects. Account management services are active year-round. These fees will be billed as a monthly retainer and must include the following:

- General servicing of account as requested by District
- Providing estimates, purchase orders, billing and invoicing
- Meeting agendas, status and conference reports
- Drafting/presenting creative briefs and work orders
- Confirmation of promotional calendar and offers
- Securing ISCI codes/designations

- Pre-preparation of Traffic instructions/rotation for broadcast and print
- Traffic and/or uploads for broadcast and print
- Review of proof of performance
- Coordination of added value and media promotion opportunities
- Attending the annual OC Fair on multiple days, attending the annual Imaginology event and attending mutually agreed upon year-round events for fact-finding and gathering property knowledge
- Participation by the key account team in a post-fair debrief each year
- Participation by the key account team in quarterly meetings with District senior leadership team to include review of performance analytics, project timelines and overall Scope of Work deliverables.

Promotions & Special Projects

- Creative development and execution of promotion(s) to support and market the annual OC Fair
- Securing promotional partners
- Providing ambassador street teams for in-market promotions
- Facilitation of special projects such as specific market research and focus groups
- Development of a property rebranding process
- Reviewing digital and web site analytics and making recommendations
- Development of promotional videos used at the gates during the annual OC Fair

PART VI

EVALUATION, SELECTION & SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the District's needs as described in this RFP. This part describes the process the District 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 bidder for clarification purposes only. The bidder will not be allowed to ask questions concerning other bidders, but only to respond to clarification questions from the Committee. Proposals cannot be changed by the bidder after the time and date designated for receipt.

The District will use a two-tiered process for selecting the winning bidder. Tier One involves an evaluation of the agency's written technical proposal and in-person presentation. Bidders who score at least the minimum number of points from Tier One (With minimum points from each category) will advance to Tier Two which involves selecting the lowest financial Bid. Note: Small Business Preference and DVBE incentive will be apply in Tier Two if applicable)

A. EVALUATION AND SELECTION PROCESS

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

This is not a public review.

2. Proposals that meet the submittal format requirements, as stated in the previous paragraph, will be submitted to the Committee for:
 - review of the proposal,
 - confirmation the information is presented in the format required by the RFP, and
 - that 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 inaccuracies are grounds for disqualification or receipt of a lower score.
4. The Committee will evaluate each proposal that meets the format requirements of preceding paragraph two, and assign points for the proposal.
5. The Committee may request interviews of the bidders for clarification of proposals. Following any interviews, the proposals may be re-scored.

This is not a public review.

This is not a public review.

6. Small Business bidders, who have included in their proposal a copy of their Small Business Certification, shall be granted a preference of five percent (5%) and SB/DVBE Incentive will be given, where applicable. The "Financial Proposal Bid Form" will be used to determine the not to exceed amount of the contract.

Note: Small business preference and DVBE incentive will be applied in tier 2, Financial Bid Form.

7. To obtain the average score for each proposal, the total points of all reviewers will be added and divided by the number of Committee members. The successful bidder is the bidder who receives the total minimum required score of 80 (Met the minimum average points in each category) with the lowest financial cost, subject to the approval of the Board of Directors.
8. In the event of a tie in determining the successful bidder, the tie will be broken by a toss of a coin by a member of the Committee and in the presence of authorized representatives of the tied bidders.
9. All bidders will be notified of the results.

B. SCORING PROCESS

All responsive proposals will be evaluated using the following weighted scoring method. A maximum of 100 total points is possible. The proposal will be scored according to the following criteria.

(See Part VIII - Mandatory Format and Content Requirements for information regarding the completion of each Attachment)

TOTAL POSSIBLE POINTS

1. <u>Relevant Experience – Attachment A (Required minimum average score of 18 points)</u>	25
2. <u>Examples of Creative Work – Attachment B (Required minimum average score of 18 points)</u>	25
3. <u>Method of Approach – Attachment C (Required minimum average score of 10 points)</u>	15
4. <u>Theme Creative Concept – Attachment D (Required minimum average score of 15 points)</u>	20
5. <u>Presentation (Required minimum average score of 10 points)</u>	15
<u>GRAND TOTAL POSSIBLE POINTS</u>	100

- Note: Committee’s scores will be added up for each category and divided by the number of members to get the average score (The fraction will be rounded up, for example 17.4 will be 17, 17.6 will be 18). Bidder must meet the minimum 80 points overall and minimum in each category required to continue to Tier 2.

PART VII

MANDATORY FORMAT AND CONTENT REQUIREMENTS

A. INTRODUCTION

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

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

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

B. PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as two (2) separate documents, placed in two (2) separate sealed packages. Each package must be labeled as follows: "Package #1 – Technical Proposal", "Package #2, Financial Bid Proposal". Both sealed packages then are inserted into a third package. Third package needs to be clearly labeled in the manner described in Part II, paragraph C.

Document to be included in the Technical Proposal Package are as followed:

Technical Proposal, Tier 1

1. One (1) completed, dated, and signed "Bidder/Contractor Status Form";
2. One (1) copy of OSDS Small Business Certification, if bidder is claiming the Small Business Preference;
3. One (1) copy of the completed Bidder and Subcontractor Performance Declaration, GSPD-05-105.

STD843 to be submitted if applicable (Claiming DVBE Incentive)

4. 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 the number 1, all pages should be 8½ x 11 inch paper, and all narrative portions of the proposal should be typed. Proposals should be bound.

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

*"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP #: **AM-04-17** to which this proposal responds, have been read and understood. Further, in signing this letter, as the authorized representative of the submitting bidder, it is expressly agreed by the bidder that failure to have provided accurate and truthful information in this proposal or any deviation from any requirement or performance measure stated in the RFP shall constitute grounds for rejection of this proposal. And further, bidder agrees that if the submitted proposal is not in the format of the RFP, bidder's proposal will be deemed non-responsive."*

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

5. INCLUDE IN YOUR BID PACKAGE THE FOLLOWING:

- **One (1) Attachment A, Relevant Experience**

List experience related to services from the past five years: 2012 – 2017.

Experience listed must include:

- A brief description of similar services provided to other clients, especially festival or event, hospitality, tourism and venue related.
- A description of any collateral, display and/or unique print projects (not required to be within the same or similar service or industry. You may expand on this by presenting projects that were used for **any** client).
- An overview of any promotions with results executed on behalf of other clients.
- Agency organizational chart and bios for key personnel slated to work on the OC Fair account. Must include team structures for Hispanic marketing/advertising, and media buying.
- A minimum of three client references.

- **One (1) Attachment B, Examples of Creative Work**

Please provide a minimum of five (5) and a maximum of twelve (12) examples of creative design pieces produced by the company. Examples may include brochures, theme and/or logo artwork, unique collateral projects, print and/or point of purchase material. One example **MUST** be a layout design of a print ad designed by the Agency. One example **MUST** be a TV spot (from concept to production) completed by the Agency. One example **MUST** be a Radio spot (from concept to production) completed by the Agency. One example **MUST** be an interactive campaign. Samples of work may be presented in one (1) portfolio rather than five (5).

- **One (1) Attachment C, Method of Approach**

Please provide a one (1) page summary outlining bidder's company's philosophy and approach in regard to providing creative design work and advertising services for a client. Include a statement on how the agency will lead the Hispanic advertising/marketing and media buying portions of the project, and how sub-contractors may be used in your company's ability to provide these services.

- **One (1) Attachment D, Theme Creative Concept**

Provide one (1) example of a creative concept for the 2018 OC Fair. Concept can be in either hard copy or electronic format.

Financial Proposal Bid Form, Tier 2

The Financial Proposal Bid Form must be completed and signed.

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

Each bidder shall submit for purposes of proposal evaluation, all of the following information, as available, in the order listed. All information submitted may pertain to the proposing company itself or to principal officers of the company.

- **One (1) Financial Proposal Bid Form**

Complete and sign Financial Proposal Bid Form .

Note: The District has provided a not to exceed amount for TV and Radio production. This amount must reflect the style/type of TV/Radio spot recommended by the Agency. The not to exceed amount does not imply this amount must be reached and copies of the production estimate and invoices must be submitted to District Management for review/approval.

PART VIII

ADDITIONAL CONTRACT TERMS & CONDITIONS

These terms and conditions are in addition to those contained in the CCC-307 & GTC 610 which shall be made a part of the contract (Part IX).

Authorized Representative

Contractor must maintain one or more representatives who are authorized to take immediate action upon the request of District Management. This person must be identified to the District as the Contractor's authorized representative.

Phone Numbers

Contractor shall provide the District with phone numbers for their authorized representative(s) and with a 24-hour "On Call" phone number for emergencies.

Megan's Law Screening

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

Termination

The District reserves the right to terminate any contract, at any time by giving the Contractor notice in writing at least thirty (30) days prior to the date when such termination shall become effective. Such termination shall relieve the District of further payment, obligations, and/or performances required in the terms of the contract.

Gifts/Gratuities

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32nd District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances.

Additional Contractor Responsibility

Contractor is responsible for all necessary travel, transportation and housing accommodations.

Certificate of Insurance

A Certificate of Insurance for both Workers' Compensation and Commercial General Liability with additional insurance language, covering the period of this contract including set-up and tear-down dates, must be submitted within 15 days of contract award. Failure to do so could result in the termination of said contract.

Work Permit

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

Payment

District pays Net 30 upon receipt of services herein required and upon receipt of proper invoice. No services will be paid in advance or prior to completion.

Contract Term

The term of the Advertising Marketing/Promotion Services contract shall be for three (3) years with two (2) 1-year options to renew with approval and acceptance of the 32nd District Agricultural Association.

PART IX
FORMS SECTION

A. FORMS TO BE COMPLETED AND SUBMITTED BY BIDDER (MANDATORY)

- Attachment A – Relevant Experience
- Attachment B – Examples of Creative Work
- Attachment C – Method of Approach
- Attachment D – Theme Creative Concept
- Bidder/Contractor Status Form
- Financial Proposal Bid Form, completed and signed
- DVBE Documentation Form(s) – GSPD-05-105 Bidder Declaration
- DVBE STD843 (If applicable)

B. DOCUMENTS TO BE COMPLETED BY DISTRICT

- Notice of Proposed Award, after proposed awardee is determined

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

- Std. 213, Standard Agreement
- GTC 610 General Terms and Conditions
- CCC-307 Certification
- Insurance Requirements
- Megan's Law Screening

ATTACHMENT A – RELEVANT EXPERIENCE

Company Name: _____

ATTACHMENT B – EXAMPLES OF CREATIVE WORK

Company Name: _____

ATTACHMENT C – METHOD OF APPROACH

Company Name: _____

ATTACHMENT D – THEME CREATIVE CONCEPT

Company Name: _____

FINANCIAL PROPOSAL BID FORM
AM-04-17
Page 1 of 5

The "Financial Proposal Bid Form" will be used to determine the "not to exceed" amount of the contract. Bidder shall bid a flat rate to cover the time period and staffing requirement as outlined in the Scope of Work to Be Performed, Part V.

The District reserves the right to increase number of projects or hours as necessary.

The price quotes below shall be inclusive of all wages, allowances, supervision, insurance(s), material, labor, taxes, certificate, license, travel, meal reimbursements, hotel accommodation, equipment, transportation, fuel, or any other related services required. The District shall not be billed for any costs that were not specifically included in the contract.

Flat fees to be paid on a monthly basis.

CREATIVE CONCEPT DEVELOPMENT AND PRODUCTION (TELEVISION AND RADIO COMMERCIAL)	2017	2018	2019	2020	2021
THE DISTRICT TO PAY WINNING BIDDER FIXED FLAT FEES	\$120,000	\$123,600	\$127,300.00	\$133,600.00	\$137,700

MEDIA PLANNING & BUYING SERVICES	2017	2018	2019	2020	2021
FLAT FEE PER MONTH X 12 MONTHS = (The District does not pay comission)	\$	\$	\$	\$	\$

GENERAL ACCOUNT MANAGEMENT	2017	2018	2019	2020	2021
FLAT FEE PER MONTH X 12 MONTHS =	\$	\$	\$	\$	\$

FINANCIAL PROPOSAL BID FORM
AM-04-17
Page 2 of 5

Procedure for hourly rate:

When services fall within hourly rate category, the District Representative will notify the Contractor of its objective goal. The Contractor will then submit the estimated number of staff and hours required. The District Representative will review and give pre-approval before service can be provided.

STRATEGIC PLANNING, RESEARCH & CONSULTATION					
LIST OF STAFF:	2017	2018	2019	2020	2021
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR

FINANCIAL PROPOSAL BID FORM
AM-04-17
Page 3 of 5

CREATIVE DEVELOPMENT					
LIST OF STAFF:	2017	2018	2019	2020	2021
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR
	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR	\$ _____ PER HR

FINANCIAL PROPOSAL BID FORM
AM-04-17
Page 4 of 5

PROMOTIONS AND SPECIAL PROJECTS					
LIST OF STAFF:	2017	2018	2019	2020	2021
	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR
	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR
	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR
	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR
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	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR
	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR
	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR
	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR	\$ Per HR

For financial evaluation and budgeting purposes, the District will utilize hourly rates for all staff listed times (X) 1000 (estimated hours) to determine low cost and yearly budget.

Example:

List of Staff

- Media Director \$60/hr (2017)
- Senior Project Manager \$50/hr (2017)
- Acct. Manager \$35 (2017)
- Lead Developer \$55/hr (2017)

$\$60 + \$50 + \$35 + \$55 = \$200 \times 1000 = \$200,000$

Billing invoices must reflect actual services rendered. If the District opts not to utilize one or more services during a contract year, the District shall not be billed for that service.

FINANCIAL PROPOSAL BID FORM
AM-04-17
Page 5 of 5

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

Bidder certifies to the District that bidder has thoroughly familiarized self with the District facilities and accepts all reasonable disclosed risks in submitting this proposal that a prudent review of the facility would have revealed.

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

COMPANY _____ **DATE** _____

ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____

FEDERAL I.D. NUMBER _____ **PHONE** _____

SIGNATURE _____ **TITLE** _____

ARE YOU CLAIMING SMALL BUSINESS PREFERENCE?

As a California Certified Small Business? YES _____ NO _____

If Yes, Certification # _____

Are you a non-small business claiming at least 25% small business subcontractor reference?

YES _____ NO _____

If yes, Certification # _____

ARE YOU CLAIMING DVBE INCENTIVE?

Are you a primary California Certified DVBE? YES _____ NO _____
If yes, refer to Attachments 3, 4 for documents to be submitted

Are you sub a minimum of 1% up to 5% to a California certified DVBE? YES _____ NO _____

BIDDER/CONTRACTOR STATUS FORM

RFP NUMBER AM-04-17

Page 1 of 2

Contractor's Name _____ Federal Employer ID # _____
(full business name)
Address _____ County _____
City _____ Zip Code _____
(principal 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
RFP NUMBER AM-04-17

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 is required to submit a copy of the OSDS's Small Business Certification Approval Letter with the technical proposal package.

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 and agency or court where pending and status of litigation or hearing:

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

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

Print Name & Title

(Signature)

(Date)

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.

NOTICE OF PROPOSED AWARD

RFP NUMBER AM-04-17

By September 15, 2017

THE 32ND DISTRICT AGRICULTURAL ASSOCIATION

ANNOUNCES

PROPOSED AWARD OF THE

ADVERTISING SERVICES

AT THE OC FAIR & EVENT CENTER TO:

IF NO PROTEST IS FILED WITH THE DEPARTMENT OF GENERAL SERVICES, LEGAL OFFICE AND THE DISTRICT BY 5:00 P.M. on SEPTEMBER 22, 2017, THE AWARD WILL BE FINAL.

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____ **FED ID:** _____

3. The maximum amount of this Agreement is: \$ _____

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – TBD _____ page(s)

Exhibit B – Budget Detail and Payment Provisions _____ page(s)

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) _____ page(s)

Exhibit - D* Special Terms and Conditions _____

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) _____ page(s)

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
32ND DISTRICT AGRICULTURAL ASSOCIATION		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Kathy Kramer, CEO		
ADDRESS		
88 Fair Drive, Costa Mesa, CA 92626		
		<input type="checkbox"/> Exempt per:

EXHIBIT C – GENERAL TERMS AND CONDITIONS

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**: To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the 32nd District Agricultural Association, the OC Fair & Event Center, the State District and their respective agents, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage, or any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of the State. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the 32nd District Agricultural Association, the OC Fair & Event Center, or the State with respect to the sole negligence or willful misconduct of the 32nd District Agricultural Association, the OC Fair & Event Center, the State, or their respective employees, or agents (excluding the Lessee herein, or any of its employees or agents.)
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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 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.)

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).)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT E

INSURANCE REQUIREMENTS

California Fair Services Authority

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, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sub lessor 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 District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sub lessor 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 0001. Limits shall be not less than \$5,000,000 per occurrence for Fair time Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types **with a paid gate** and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types **without a paid gate** and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fair time Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability

Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, 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

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:

a. For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder:

1.

- 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626

2.

b. 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

A. Maintenance of Coverage:

1. 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.

B. Primary Coverage:

2. 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.

C. Contractor's Responsibility:

3. 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.**

D. Certified Copies of Policies:

4. 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. Fair time Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, 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. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

-End Exhibit E-

**OC Fair & Event Center
Megan's Law Screening**

The District is committed to the public safety of all who attend the OC Fair and Youth Expo.

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

Any individual who is a registered sex offender and/or whose name appears on the California Department of Justice's Megan's Law database will not be eligible to work or volunteer on District premises.

For additional information on California's Megan's Law database, please refer to: www.meganslaw.ca.gov. This is a free service provided by the California Department of Justice.

The following background screening services offer employment criminal background screening services on a fee basis. Inclusion of service providers does not constitute endorsement by District.

- ApScreen (800) 277-2733
- HireRight (800) 400-2761
- Intelius (877) 974-1500
- Screening One (888) 327-6511
- USIS (866) 405-USIS
- Verifications, Inc. (866) 455-0779

MEGAN'S LAW SCREENING & CERTIFICATION

**OC Fair & Event Center
Megan's Law Screening Certification and Listing**

This form must be completed legibly, with all information requested. Typewritten or computer-generated forms or reports may be substituted provided that: all required information is included in columnar form, and the listing report is attached to this form. The certification section must be signed by an authorized representative of the contractor.

Company/Organization Name: _____

Contact Name: _____ **Contact Telephone**
: _____

Type of Company/Organization (Circle one): **Contractor** **Consultant** **Concessionaire**
Entertainer **Exhibitor** **Volunteer**

Other/Explanation if Needed: _____

The undersigned represents and warrants that attached to this Megan's Law Screening Certification and Listing is a full, true, correct, complete, and accurate listing of all persons scheduled to work or volunteer for the company/organization identified above ("Contractor") during the annual OC Fair or Youth Expo. If any other or additional individuals will be performing work, labor, or services, I understand that my company/organization is required to submit a supplemental listing(s) identifying those individuals.

The undersigned represents and warrants that all persons and individuals performing services on behalf of Contractor, including, but not limited to, its agents, employees, subcontractors, and volunteers have been screened for sex offender registration before each individual commenced work, services, and/or was present at the OCFEC facility. The undersigned represents and warrants that no individual who is a registered sex offender will be assigned or permitted to perform services on behalf of Contractor at or on OCFEC premises.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless OCFEC from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys fees, expert fees, and costs of suit), directly or indirectly arising from, or in any way related to the performance or nonperformance of Contractor's obligations under this Megan's Law Screening Certification and Listing, regardless of responsibility of negligence; by reason of death, injury, property damage, however caused or alleged to have been caused, and even though claimed to be due to the negligence of the OCFEC. Provided, however, that in no event shall Contractor be obligated to defend or indemnify the OCFEC with respect to the sole negligence or willful misconduct of the OCFEC, its employees, or agents (excluding the Contractor, or any of its employees or agents).

The undersigned represents and warrants that he/she is fully authorized to execute this Megan's Law Screening Certification and Listing on behalf of Contractor.

Company/Organization Representative's Signature

Title of Representative

Printed Name

Date

****OC Fair Staff & Event Center – Please submit completed forms to the Human Resources Department****

Megan's Law Screening Listing

