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32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION

**HANGAR BUILDING AND ACTION SPORTS ARENA LIGHTING  
AND STAGING EQUIPMENT AND PRODUCTION SERVICES**

HIGH SCORE

**REQUEST FOR PROPOSAL**

**RFP NUMBER: HL-06-18**

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

**Date Issued: Friday, February 2, 2018**

**Sealed Bids must be received no later than 11:00 a.m. on Tuesday, February 20, 2018  
clearly marked with the following:**

**HANGAR BUILDING AND ACTION SPORTS ARENA LIGHTING  
AND STAGING EQUIPMENT AND PRODUCTION SERVICES**

**RFP NUMBER: HL-06-18**  
**32<sup>nd</sup> District Agricultural Association**  
**Administration Building**  
**OC Fair & Event Center**  
**88 Fair Drive**  
**Costa Mesa, CA 92626**

Contact Person: Kelly Vu

E-mail: [RFP@ocfair.com](mailto: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. Only questions concerning the technical requirements of the RFP will be answered. **Bidders should include the RFP Number referenced above in the subject line of all emails sent to [RFP@ocfair.com](mailto:RFP@ocfair.com).**

**HANGAR BUILDING AND ACTION SPORTS ARENA LIGHTING  
AND STAGING EQUIPMENT AND PRODUCTION SERVICES**

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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, 7<sup>th</sup> Floor  
West Sacramento, California 95605  
Attention: Office of Legal Services
- DISTRICT:** Refers to the 32<sup>nd</sup> 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 32<sup>nd</sup> District Agricultural Association, in releasing this RFP, intends to award a contract for the purpose of Hangar Building and Action Sports Arena Lighting and Staging Equipment and Production Services at the OC Fair & Event Center from March 1, 2018 through December 31, 2019 with three (3) one (1)-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.

#### 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 time 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:

- One (1) sealed package containing five (5) hard copies and one (1) electronic copy of the proposal, including all required contents and forms per Part VII and Part VIII, labeled with the Bidder's name, RFP number, and "**HANGAR BUILDING AND ACTION SPORTS ARENA LIGHTING AND STAGING EQUIPMENT AND PRODUCTION SERVICES.**" (For additional details, see Part VII - Mandatory Format and Content Requirements and Part IX - Forms.)
- A minimum of one (1) of the five (5) hard copies must contain original signatures and shall be marked "Original." The remaining copies shall be marked "Copy."
- Electronic copy submitted must include a PDF of the entire proposal, including completed signature pages. Submittal shall also include the Excel file of the Financial as a separate file.
- The sealed package must be marked with the Bidder's name on the outside and addressed as follows:

**HANGAR BUILDING AND ACTION SPORTS ARENA LIGHTING  
AND STAGING EQUIPMENT AND PRODUCTION SERVICES**

**RFP NUMBER: HL-06-18  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
Administration Building  
88 Fair Drive  
Costa Mesa, California 92626**

- Proposals must be submitted to the District's Administration Office no later than **Tuesday, February 20, 2018 at 11 a.m.** The District's Administration Office is open Monday through Friday, from 8:00 a.m. – 5:00 p.m., and is closed on holidays. 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.

## D. CONTRACT AWARD

Bidder proposal evaluation and scoring will follow the process outlined under Part VI – Evaluation, Selection and Scoring Process. The required submittal includes both Technical and Financial components.

Each Bidder's financial proposal is evaluated and scored by the Committee who utilizes the score sheet included in Part VI – Evaluation, Selection and Scoring Process. Small Business preference and DVBE incentive will be given where applicable (see Part II, Items G and H). The lowest cost proposal is awarded the maximum cost points, thirty (30). Other proposals are awarded cost points based on the following calculation:

$(\text{Lowest Bidder's Cost Proposal} \div \text{Other Bidder's Cost Proposal}) \times \text{maximum cost points} = \text{cost points for other Bidder}$

*(Example: Lowest Bidder's cost proposal is \$75,000 vs. other Bidder's cost proposal is \$100,000. The calculation would be  $(75,000 \div 100,000) \times 30 = 22.50$  cost points awarded to other proposal.)*

If the contract is awarded, it shall be granted to the qualified responsible Bidder who receives the highest overall score. Prior to the Board of Directors of the 32<sup>nd</sup> District Agricultural Association awarding a contract, the District shall post a "Notice of Proposed Award" at the Administration Office for five (5) working days. In addition, an email containing a link to the notice will be emailed to each Bidder.

A contract award is not final until:

- The time for posting notice of award has expired;
- Protests filed, if any, have been withdrawn or rejected by the Department of General Services and/or
- 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.

The District reserves the right to reject all proposals, to select without any discussion or interviews, to request additional information, and to negotiate any minor details, terms or conditions.

## E. TENTATIVE SCHEDULE

RFP Released	Friday, February 2, 2018
*Questions due via email – 11:00 a.m.	Wednesday, February 7, 2018
Answers sent to all bidders via email	Friday, February 9, 2018
<b>Proposal Deadline - 11:00 a.m.</b>	<b>Tuesday, February 20, 2018</b>
Proposals Scored	Wednesday, February 21, 2018
Post/mail "Notice of Proposed Award"	Wednesday, February 21, 2018
**Protest Deadline date	Wednesday, February 28, 2018
Proposed Contract commences	Thursday, March 1, 2018

\*Technical questions, including equipment substitution requests (see Part IV, Paragraph G), are to be submitted in writing to [RFP@ocfair.com](mailto:RFP@ocfair.com) by the date and time specified above. All questions and answers will be distributed to all Bidders by the date and time specified above. No RFP related questions will be answered after February 7, 2018.

\*\*The protest period ends at 5:00 p.m. on the fifth (5<sup>th</sup>) business day after the Notice of Proposed Award is posted. Should the Notice of Proposed Award be posted on a date different from that in the Tentative Schedule, the Protest Deadline will adjust accordingly.

## F. BIDDER/CONTRACTOR STATUS FORM

All Bidders must complete, sign and submit (**as Bidder's Attachment 13**) 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. To avoid having a proposal deemed non-responsive and rejected, carefully follow the instructions provided. The Bidder's attention is directed to the forms referenced by website link below for requirements and conditions concerning submittal of DVBE information, and award and execution of contract.

1. The incentive amount will be based upon the percentage of DVBE participation as follows:

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99%	Inclusive 4%
3% to 3.99%	Inclusive 3%
2% to 2.99%	Inclusive 2%
1% to 1.99%	Inclusive 1%

2. ALL Bidders, regardless of DVBE status or incentive, must complete and submit (**as Bidder's Attachment 14**) 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-05105&view=FitH&pagemode=none>
3. IF Bidder answered "yes" to any question on the GSPD-05, Bidder must submit (**with Bidder's Attachment 14**) 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, and Section 1896, et seq. A copy of the regulations is available upon request.

To claim the small business preference, which may not exceed \$50,000.00 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 & Disabled Veteran Business Enterprise (OSDS). Questions regarding the preference approval process should be directed to the OSDS, 707 Third Street, 1<sup>st</sup> Floor, West Sacramento, CA 95605, (916) 375-4940.

If Bidder is claiming the five percent (5%) small business preference, a copy of the OSDS Small Business Certification must be submitted (**as Bidder's Attachment 15**) with the proposal (see Part VII – Mandatory Format and Content Requirements, Paragraph B).

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, dollar amount and 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, micro-business 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 VIII – 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 any of these documents 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 the 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.

**Important: It is the Bidder's responsibility to confirm in writing receipt of all addenda issued to this RFP before submitting a proposal. Failure to confirm in writing receipt of all addenda in any proposal will render the proposal non-responsive and result in its rejection.**

Acknowledgment of all addenda must be noted by the Bidder on the Financial Proposal Form in the space provided. The District reserves the right to change or cancel the RFP opening date for its own convenience and at its sole and absolute discretion.

#### **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.
- It is incomplete and/or unsigned.

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 the District determines, in its sole and absolute discretion, that the information was intended to mislead the District in its evaluation of the proposal and the attribute, condition or capability of this RFP.)

#### **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, 7<sup>th</sup> Floor, Suite 7-330  
West Sacramento, California 95605  
FAX: (916) 376-5088
- 32<sup>nd</sup> District Agricultural Association dba OC Fair & Event Center  
Business Services Department  
Attention: Business Services Supervisor  
88 Fair Drive  
Costa Mesa, CA 92626  
FAX: (714) 708-1876

Protests may be sent by regular mail, facsimile, 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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 materials 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 the 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. Modifications 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

### STATEMENT OF WORK TO BE PERFORMED

#### A. PURPOSE AND BACKGROUND

The 32<sup>nd</sup> District Agricultural Association (“District”) is seeking a highly qualified, professional lighting and staging company to provide equipment and services for The Hangar Building and Action Sports Arena at the OC Fair & Event Center. The District is a California State agency, operating under the purview of the Division of Fairs and Expositions of the California Department of Food and Agriculture, and is governed by a nine-member Board of Directors appointed by the Governor of California.

The OC Fair & Event Center is a 150-acre event venue located in Costa Mesa, California. The site hosts over 150 events each year, which attracts 4.3 million visitors annually, and is home to the OC Fair, Centennial Farm, Pacific Amphitheatre, Heroes Hall and Imaginology.

The OC Fair is the second largest fair in the state of California and the eighth largest fair in the United States. The OC Fair currently operates for twenty-three (23) days in July and August, Wednesday through Sunday and is closed to the public on Monday and Tuesday. The annual OC Fair attendance exceeds 1.3 million visitors and the footprint utilizes the entire property in addition to nearby offsite locations.

The Hangar Building and Action Sports Arena are part of the larger OC Fair and comprise an “event within the event” orientation. While entertainment is a highlight of the OC Fair, it is one component of robust programming in agriculture, attractions, amusement, food and beverage, and exhibits which comprise the total OC Fair experience.

Contractor’s services shall include providing rental lighting and staging equipment, personnel and services in support of performances and events at The Hangar Building and Action Sports Arena during the annual OC Fair as indicated below.

#### B. MINIMUM QUALIFICATION REQUIREMENTS

1. Contractor and/or Contractor Personnel shall have demonstrated understanding of design criteria, technical requirements, and ability to adhere to the overall intent of the specified system design.
2. Contractor and/or Contractor Personnel shall have demonstrated technical ability to design, install, operate, and remove multiple lighting and staging systems.
3. Contractor and/or Contractor Personnel shall have demonstrated experience in the design, setup, oversight and teardown of “action” events, including, but not limited to, boxing/wrestling, BMX/skateboarding, demolition derby, motorcycle racing and jumping, and rodeo activities.
4. Contractor and/or Contractor Personnel shall have documented evidence of five (5) years of relevant experience providing similar equipment and services, including production supervision, design, installation, monitoring and utilization, for at least three (3) venues equivalent to the OC Fair & Event Center meeting the following requirements:
  - a. A minimum of five (5) or more consecutive days of performances in multiple locations in a fixed, non-touring application;
  - b. Venues serviced by Bidder had a minimum 250,000 or more in event-wide attendance;
  - c. Venues serviced by Bidder shall include a minimum of one (1) large indoor stage and one (1) large outdoor stage, and shall be similar in complexity, size and configuration to those listed herein;
  - d. Bidder was primary equipment provider; and
  - e. Bidder serviced a minimum of one (1) equivalent venue in 2016 and/or 2017
4. Contractor shall have knowledge, training, and experience in Event/Equipment Safety Awareness, Audience Safety/Crisis Management, and Electrical Fire Prevention and Abatement.

## C. GENERAL REQUIREMENTS

1. Contractor shall provide all equipment and materials necessary to perform the required duties, at a contracted rate, as indicated herein and on the Financial Proposal Bid Form. Pricing shall include all labor, delivery/fuel charges, equipment, installation, teardown, and any other costs to support the Scope of Work.
2. Contractor shall provide professional quality lighting and staging systems for The Hangar Building and Action Sports Arena. Quality and aesthetic of equipment are vital.
3. Contractor shall provide versatile personnel and equipment capable of meeting the varied requirements of visiting performers, and which are adaptable to a wide variety of genres and themes such as rock and roll bands, community dance troupes, boxing/wrestling matches, demolition derby, rodeo activities, and motorcycle jumping/racing.
4. Contractor shall be responsible for multiple equipment setups and strikes, as required for both venues; setup and strike needs are dependent upon the event(s) taking place each day of performance.
5. Contractor shall provide qualified personnel to set up equipment, assist with stage management, monitor and utilize equipment according to stage performance needs, provide security for equipment, and tear down equipment. The District reserves the right to request staff changes at any time, for any reason.
6. Contractor is expected to be on site from the time the performance representatives and/or staff arrives on site through the completion of the performance load out.
7. Contracted personnel shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including District staff, performance contractors and additional production contractors under the direction of the District's Entertainment staff and the District's Vice President of Operations to produce live events.
8. Contractor shall be responsible for maintaining lighting, staging and related equipment, which will remain in place from the first day of installation through the end of the last performance.
9. Contractor shall be required to set up at The Hangar Building and Action Sports Arena, as specified by the District, according to the performance schedule.
10. Contractor shall provide lighting and staging equipment and personnel for a minimum of twenty-three (23) performance days/nights during the run of the annual OC Fair in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays.
11. Contractor will work closely with the District's Entertainment Department and other District Departments to provide an efficient and smooth operation.
12. Contractor shall be responsible for testing all systems and ensuring they are whole and fully functional in order to meet the requirements contained herein or as otherwise agreed upon by Contractor and the District.
13. Contractor must own a substantial percentage of the equipment used in the service of this Agreement and shall be able to fulfill the District's requirements in their entirety. If additional equipment is required from suppliers, Contractor shall properly tag such inventory, as required in Paragraph D.1 below, prior to installation. Under no circumstances shall an entity outside the awarded Contractor interface with or deliver equipment to the District.
14. All equipment and labor required for setup and teardown must be provided by Contractor. Subcontracting of labor will not be allowed. Contractor will supply a scissor lift(s) and/or other necessary forklift(s) for transportation, installation and removal of equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form.
15. The District reserves the right to change and/or add any equipment, specifications, and setup dates upon reasonable notification to Contractor. However, strict adherence to the schedule for purposes of this RFP shall be implemented.

16. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for the 2018 OC Fair, but are subject to final requirements and final approval by District Management.
17. Contractor must secure all lighting and staging equipment and systems in a safe manner to prevent tipping, lifting or falling due to wind or other influences. Contractor must include in the cost estimate the cost of all weights, anchors or other items used to secure lighting and staging equipment and systems. Contractor shall be responsible for determining appropriate method to secure equipment and will be held liable for any issues resulting from unsafe installation.
18. The Equipment Lists have been included in Paragraph E for the purposes of illustrating the size and scope of the typical annual OC Fair. It in no way obligates the District to request or secure each or any item in the quantities listed. The District cannot guarantee a minimum and/or maximum amount of equipment used for any performance. The equipment list and setup for the 2018 OC Fair and subsequent annual fairs shall be developed annually and will change from year to year based on performance themes and number of performances. The actual final requirements will be contingent upon final schedule. Contractor shall charge the District for actual equipment utilized and/or as specified on the Financial Proposal Bid Form.
19. A list of all on-site equipment must be provided for verification that such equipment exists.
20. The final layout of equipment and systems will be identified in conjunction with District Management and/or visiting productions. It is Contractor's responsibility to ensure accurate placement.
21. The District may require items not described in this RFP. The District is to be billed at a rate no greater than the amount charged for similar items listed in the RFP for the applicable event. Such rates shall be determined and agreed upon by the District prior to the delivery and installation of items.
22. Upon contract award, Contractor shall immediately begin an analysis and development of lighting and staging systems for the 2018 OC Fair and shall submit to the District for approval, a finalized design, implementation, equipment and operations plan (including backup plan) no later than the end of 2018 or as otherwise agreed upon by Contractor and the District. At this time, Contractor shall present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Contract Terms and Conditions, Paragraph 7.
23. Contractor shall present, for District review and approval, a lighting and staging recommendation each year beginning in 2019, or as stipulated by the District, and every subsequent contract year thereafter, which will contain a proposal outlining the design, implementation, equipment and operations plan (including backup plan) for that year's annual OC Fair. At this time, Contractor shall also present all applicable permits, licenses, and certifications for equipment and personnel, as applicable, as required in Part V, Contract Terms and Conditions, Paragraph 7.
24. As part of Paragraph 19 and 20 above or as otherwise requested by the District, Contractor shall provide high-quality color photos as well as CAD drawings (in PDF form) showing exact layout, including drawings and specification sheets, as applicable, of configurations, equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.
25. Damages and Loss of Rental Items: Contractor must present evidence of damages caused by the District. Such evidence must be in a form of either photos taken on the District premises or document signed by a Field Representative. In the event of missing items, the rental cost should stop immediately upon notification to the Contractor by the District. The Contractor must provide proof of delivery before any compensation can be made. Compensation shall be based upon the condition of items and will be equal to or less than current industry value.
26. Any modification at the site that resulted in price change shall be pre-approved by the District Contract Representative.
27. Contractor shall abide by all local, State and Federal laws and with all District policies and procedures (See attached for all applicable District policies and procedures.)

#### D. EQUIPMENT QUALITY AND REQUIREMENTS

1. All equipment shall be clearly marked and/or tagged with Contractor's company name and logo in order to differentiate between Contractor equipment and District equipment.
2. All equipment and materials used must meet industry standards for workmanship, construction, assembly, anchorage, and safety. All equipment supplied will meet the manufacturer specifications and will be assembled in the factory-recommended manner.
3. All equipment must meet typical industry standard brands, which are proven to be acceptable to a wide variety of venues and applications. Unusual off-brands, while perhaps technically equal, will not be accepted. A list of acceptable equipment has been provided in Paragraph E and may be modified by the District at any time.
4. All equipment must be clean, in excellent condition, and deemed to be safe and in good repair. The District reserves the right to approve the condition and quality of all items and/or equipment supplied by Contractor. Any equipment deemed inappropriate or in poor condition by District Management must be replaced immediately and at no cost to the District. All items shall have been checked out and tested before being installed at the venue.
5. Hardware must convey a quality image, as applicable: clean; brushed aluminum or rust-free steel; no visible tape or tape residue or any other unsightly remnants, and no fading or scuffs.
6. The systems must be weather protected and capable of operating over a wide range of temperatures.
7. If not otherwise available, Contractor shall provide adequate coverage for equipment and personnel to protect against all weather-related conditions pertaining to an open-air venue, including, but not limited to, protective gear, sunshade, sunglasses, etc.
8. Contractor shall inspect all systems on a daily basis to test and verify proper operation and safety. Any necessary repairs shall be made at least three (3) hours prior to show time. System checks and maintenance may be performed on Mondays and Tuesdays at Contractor's discretion; however, any such time must be reserved in advance through District Management.
9. Any failure(s), including, but not limited to, instrument, system component, and/or outage must be **immediately** resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure fully functioning and complete systems are maintained at all times. Uninterrupted system functionality is vital in the fulfillment of the services described herein. Failure on the part of the Contractor to successfully implement a strategic back-up plan and/or supply an adequate amount of spare systems/parts may result in Contract termination.
10. Contractor shall keep adequate equipment, components and personnel onsite in order to make any required repairs to the lighting and/or staging system.
11. Power will be supplied by a reliable source, which may be a generator system supplied by the District or District-approved vendor.
12. Contractor shall provide and install all power distribution for the complete systems, including all appropriate devices, cables, cords, wires, connectors, etc. to secure and maintain electrical connectivity.
13. All power distribution shall conform to local safety standards and will use connectors that are resistant to unintentional disconnection. All cables will be sized to minimize voltage drop. All connections shall be weather tight.
14. Contractor shall supply all rigging, including motors and required lifts to support installation/removal of equipment.
15. All stages require ADA-compliant stairs, safety rails, and loading ramps as well as black skirting on ALL sides.

16. Contractor understands this RFP does not contain exhaustive or complete information for the full functionality of the lighting and staging systems. Specific equipment is called out in this RFP as required for the overall functionality of the lighting and staging systems; however Contractor is responsible for ensuring a complete lighting and staging design package.
17. The equipment lists provided show the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations (unless otherwise specified) are acceptable with District approval and the intent should be a high-quality and cost-effective design.
18. All equipment shall be provided and installed in accordance with local, State and Federal safety standards and guidelines for safety.
19. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
20. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies.
21. Contractor shall immediately notify District Management of any hazardous conditions.

**E. VENUE DESCRIPTIONS, EQUIPMENT LISTS AND REQUIREMENTS**

**1. The Hangar Building**

- a. The Hangar Building is an indoor venue which seats approximately 1,430 people with additional standing room for 225 individuals. A plan view drawing of the Hangar Building has been provided as Attachment B (see Part VIII).
- b. During the annual OC Fair, the venue typically operates from 10:00 a.m. to 11:00 p.m., Wednesday through Friday, and from 12:00 p.m. to 11:00 p.m., Saturday and Sunday.
- c. Staging System and Equipment:
  - i. Contractor shall provide staging equipment and personnel to set up the Hangar stage, which shall be kept in place for the duration of the OC Fair and removed after the last performance.
  - ii. Contractor shall design a complete and fully functional safe stage system, capable of supporting the weight of a full band, monitors, etc., based on the basic information provided herein.
  - iii. The Hangar Building Staging Equipment List is below:

**THE HANGAR BUILDING STAGING EQUIPMENT LIST**

*(Deviations may be requested, with the exception of stage/platform systems.)*

*(PACKAGE SHALL BE INCLUSIVE OF ALL RIGGING SAFETY EQUIPMENT, BURLAP WRAP, DISTRO, CABLING, FEEDER, SPARE FIXTURES, COLOR GELS AND ANY OTHER ITEMS REQUIRED TO MAKE THE SYSTEM WHOLE AND FULLY FUNCTIONAL)*

QTY	DESCRIPTION
1	<p>Stage System: 48' wide X 24' deep X 4' high. The All Access Versa Stage is the required stage system. No deviations are acceptable unless approved by District. The Hangar Building is an indoor venue and will not require a roof cover.</p> <p>Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides, except extreme upstage side.</p> <p>Adequate ADA-compliant access stairs (both sides), equipment ramps (both sides), protective railings and hand rails necessary for access and safety, per OSHA requirements and standard industry practice.</p>



1	<p>FOH Platform System: 25' wide X 15' deep X 4' high sound, lighting, video platform with railings, and stairs in the FOH area. The All Access Versa Stage is the required platform system. No deviations are acceptable.</p> <p>Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides.</p> <p>Adequate ADA-compliant access stairs (one set), equipment ramps (both sides), protective railings and hand rails necessary for access and safety, per OSHA requirements and standard industry practice.</p>
2	80' long X 35' tall wall black pipe and drape masking systems to hang from Contractor-supplied ladder truss and motors on the rear Hangar wall from the Hangar ceiling grid, upstage, left and right of the video screen. Allow for load-in door ingress/egress.
2	80' long X 20' tall black pipe and drape masking systems to make a stage left/right mask for backstage pathway/areas
4	8' X 8' black rolling risers

d. Lighting System and Equipment:

- i. Contractor shall provide lighting equipment and personnel to support various community acts and presentations throughout the day, followed by a multimedia presentation and a mid-level headliner band performance at night. The nightly multimedia presentation consists of a pyrotechnic display with coordinated musical, lighting and video accompaniment. This show takes place inside The Hangar as well as outside The Hangar Building in the Main Mall area each night of the OC Fair.
- ii. A photo of installed lighting at The Hangar Building as well as additional information regarding the lighting plot equipment and load capacity specifications have been included as Attachment C, Attachment D, and Attachment E, respectively (see Part VIII).
- iii. Contractor shall design and provide a comprehensive show lighting system, based on the proposed minimum plot (see Attachment D) and equipment list (see below), to adequately cover the stage area in a typical pop or rock and roll lighting fashion.
- iv. Contractor shall provide dimmable back-stage lighting, general fill, stage left and right.
- v. Contractor shall provide a versatile general purpose lighting system, with both conventional and moving lights, capable of meeting the varied requirements of visiting performers, and which is adaptable to a wide variety of musical genres and lighting themes.
- vi. The lighting trusses shall fly from the Hangar ceiling grid (see Attachments D and E).
- vii. Documents (see Attachments D and E) are included to indicate typical loads and flying requirements for this venue. Not shown on the lighting plot, however, are the required upstage/downstage truss systems to fly the audio system, one (1) system stage left and one (1) system stage right. At minimum, Contractor shall supply a 10' truss each side, with motors, etc., capable of supporting a minimum of 3,500 pounds each side. Each truss section will include a minimum of three (3) 1-ton motors on each side. (see The Hangar Building Lighting Equipment List below).
- viii. Contractor shall provide motors for all points, rated based on Contractor's maximum expected load. Contractor shall supply all required rigging to hang Contractor's trusses, including steel safety(s), burlap to wrap venue beams, etc.
- ix. Bidder/Contractor shall submit a load plot based on the District's load capacity documents (see Attachment E). Drawings must be approved by a state of California certified structural engineer

and stamped by same. See Part VII, Paragraph C for additional proposal submittal information.

- x. The control cable from dimmer world to FOH is approximately 250' long. Contractor shall supply all means of safely and properly running all cables, including protection in audience areas to prevent tripping/falling over cables.
- xi. Contractor's cables from each lighting truss to dimmer world will come off the truss at a single, main point, and be bundled, upstage left, to be out of audience direct line of sight and to ensure a clean system look and hang.
- xii. Contractor shall be aware that there is a large video screen at the rear of the Hangar (rear of stage, upstage) that must be clear of all obstruction and free of any stage lighting, reflections from trussing, and shadows from truss and lights. The screen size is approximately 23' high X 40' wide. See Attachment C for a photo of installed lighting and video screen.
- xiii. Power is upstage left, dimmer world is stage left.
- xiv. FOH is located house right, right side of hangar building, by large Hangar doors, inside venue. These doors remain open during all performances.
- xv. The Hangar Building Lighting Equipment List is below:

**THE HANGAR BUILDING LIGHTING EQUIPMENT LIST**

*(Deviations may be requested.)*

(PACKAGE SHALL BE INCLUSIVE OF ALL RIGGING SAFETY EQUIPMENT, BURLAP WRAP, DISTRO, CABLING, FEEDER, SPARE FIXTURES, COLOR GELS AND ANY OTHER ITEMS REQUIRED TO MAKE THE SYSTEM WHOLE AND FULLY FUNCTIONAL)

QTY	DESCRIPTION
10	Chauvet Q-Spot 560
24	GLP VolksLicht Z (Zoom) RGB
7	ETC Source Four Leko
5	ETC Source 4 575 Watt Par lamp on a six-bar
2	Mole 2,600 Watt Molefay, 4 light
1	Lycian Super Arc, standard throw follow spot or equivalent, assume a 150' throw
1	ETC 72-way Sensor rack dimmer system
1	Power distribution system
10+	1-ton Chain motors, as called for in Contractor's design. Minimum quantity shall be 10 motors, and all associated controllers, cables, etc.
1	Avolites Pearl console, or operationally and technically equivalent console capable of controlling both fixed and moving lights
1	Clear-Com intercom package, including one (1) master station, six (6) belt packs, all associated cabling. Master to be located at FOH, belt packs for dimmer world, video control, sound control, spotlight, FOH camera
1	Control cable from dimmer world to FOH (length should be approximately 250')
16	20" X 5' truss sections (quantity and type to change based on Contractor's specific design)

2	10' truss sections for audio, including six (6) 1-ton motors, all cabling, safety(s), etc. for hanging speaker systems
-	All required rigging to hang trusses, including steel safety(s), burlap to wrap venue beams, etc.
-	All cabling to make Contractor's design fully functional and complete
-	All means of safely and properly running all cables, including protection in audience areas to prevent tripping/falling over cables
-	All materials and equipment necessary for backstage/side stage safety/work dimmable lighting system to adequately cover all back stage areas
-	All non-RGB fixtures to include a wide selection of color gel, gel frames, etc., plus two (2) additional as spares/contingency

## 2. The Hangar Building/Main Mall Show

- a. The Main Mall is an open space corridor that functions as a main arterial route connecting various converging locations of the OC Fair & Event Center property.
- b. The Hangar Building entrance is located at the north end of Main Mall. Bidders may refer to Part VIII, Attachment A, for an area map.
- c. Between the daytime and nighttime Hangar stage performances, a nightly multimedia presentation consisting of a pyrotechnic display with coordinated musical, lighting and video accompaniment takes place. This show occurs inside The Hangar as well as outside The Hangar Building in the Main Mall area each night of the OC Fair.
- d. Contractor shall provide lighting equipment and services to produce the light show portion of the evening multimedia presentation.
- e. Contractor shall provide lighting on the exterior and interior of The Hangar Building to highlight, add color and increase patron experience.
- f. This lighting will need to be synchronized to an audio track (supplied by the District) via Nickolaudio or equivalent light show programming system. Contractor to design light show in cooperation with the District.
- g. Lights will attach to exterior steel beam structure, existing nearby light towers, and existing trellis structures that are adjacent to The Hangar Building.
- h. Trussing with lighting is also required inside The Hangar Building to connect the seated patrons with the light show experience taking place outside above The Hangar Building/Main Mall area.
- i. The Hangar Building/Main Mall Show Lighting Equipment List is below:

### **THE HANGAR BUILDING/MAIN MALL SHOW EQUIPMENT LIST**

*(Deviations may be requested.)*

*(PACKAGE SHALL BE INCLUSIVE OF ALL RIGGING SAFETY EQUIPMENT, BURLAP WRAP, DISTRO, CABLING, FEEDER, SPARE FIXTURES, COLOR GELS AND ANY OTHER ITEMS REQUIRED TO MAKE THE SYSTEM WHOLE AND FULLY FUNCTIONAL)*

<b>QTY</b>	<b>DESCRIPTION</b>
1	Martin M1 Console or better
8	Martin Mac 500 Profiles moving light fixtures or better
6	Q-Wash 560 Zoom moving light fixtures or better
10	Chauvet Rogue moving light fixtures or better

42	Color bandPix LED Strips
14	Colorado Tour 2 LED par fixtures(10) Slim Par Pro LED par fixtures or better
1	90' of 20.5" box truss
4	CM 1-ton hoists w/associated rigging hardware
1	Nickolaudie or equivalent light show programming system
6	Wireless controllers for complete system
-	(All) distro and cabling, feeder, socapex, data, motor cable, and other equipment necessary for a fully functioning system.

### 3. Action Sports Arena

- a. The Action Sports Arena is an outdoor venue, with seating for approximately 5,700 people and additional standing room for 500 individuals.
- b. During the annual OC Fair, the venue typically operates from 10:00 a.m. to 11:00 p.m., Wednesday through Friday, and from 12:00 p.m. to 11:00 p.m., Saturday and Sunday.
- c. Contractor shall provide lighting and staging equipment and personnel to support performances and events such as X-Treme Freestyle Moto-X, Speedway Motorcycle races, Demolition Derby, Summer Fist Mixed Martial Arts, and Rodeo activities.
- d. Staging System and Equipment:
  - i. Contractor shall provide announcer platforms (including Demolition Derby platform to be set up on inclined bleacher seats and/or stairway), and provide enough flexibility to allow different configurations as the needs arise, based on the multiple event types.
  - ii. The Action Sports Arena Staging Equipment List is below:

**ACTION SPORTS ARENA STAGING EQUIPMENT LIST**

*(Deviations may be requested, with the exception of staging system.)  
(PACKAGE SHALL BE INCLUSIVE OF ALL RIGGING SAFETY EQUIPMENT, BURLAP WRAP, DISTRO, CABLING, FEEDER, SPARE FIXTURES, COLOR GELS AND ANY OTHER ITEMS REQUIRED TO MAKE THE SYSTEM WHOLE AND FULLY FUNCTIONAL)*

QTY	DESCRIPTION
1	Announcer platform system kit capable of the following minimum configurations: <ul style="list-style-type: none"> <li>• 20' x 8' x 4' high</li> <li>• 20' x 8' x 4' high to be set on bleacher incline.</li> </ul> Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides, for multiple configurations.
1	Fight Ring Package: Examine the two (2) fight ring photographs (see Part VIII, Attachment F) and provide equipment to replicate all except the actual fight ring (sitting on Contractor's stage deck). This is to include the staging, truss uprights (20') and the box truss assembly for lighting and sound.
4	8' X 8' black rolling risers
1	Complete black, steel barricade safety system, at a length of 80'

e. Lighting System and Equipment:

- i. Contractor shall provide a comprehensive professional show lighting system based upon the minimum equipment list below and which will support the variety of events and performances at the Action Sports Arena.
- ii. The Action Sports Arena Lighting Equipment List is below:

## **ACTION SPORTS ARENA LIGHTING EQUIPMENT LIST**

*(Deviations may be requested.)*

*(PACKAGE SHALL BE INCLUSIVE OF ALL RIGGING SAFETY EQUIPMENT, BURLAP WRAP, DISTRO, CABLING, FEEDER, SPARE FIXTURES, COLOR GELS AND ANY OTHER ITEMS REQUIRED TO MAKE THE SYSTEM WHOLE AND FULLY FUNCTIONAL)*

<b>QTY</b>	<b>DESCRIPTION</b>
8	Lighting Towers (see BMX photograph, above), consisting of Tomcat (or equivalent) 30" X 20.5" truss ground supported, 25' tall assembly, with safety's, ballast as required.
8	Light Towers Light Package (Option 1): One (1) light package for each of the above eight (8) lighting towers, to consist of: <ul style="list-style-type: none"> <li>• Eighteen (18) ETC Source Four lights</li> <li>• Assortment of gel and gel frames, including spare lamps/bulbs</li> </ul> Light Towers Light Package (Option 2): Provide a cost-effective, separately priced alternative long throw, PAR-based system.
-	Power, dimming, cabling, as required for above light package. Contractor to provide cabling to allow the light towers to be placed around the periphery of the Action Sports Arena. Tower locations may change depending on type of show. Assume maximum distance from tower to tower to be 150', and max distance from Contractor's dimmer or distro system to be 200'.
1	General lighting package to facilitate the possible variety of stage configurations which shall consist o the following components, at a minimum:
1	100' of 20.5" Box Truss
120	Par 64 Fixtures
12	Source 4 Lekos
8	Source 4 Pars for floor lighting
2	4-Light Molefays
32	Chauvet COLORado 2 LED lights
2	Follow Spots
1	72-Channel Dimming system
1	FOH Console for control
6	1-Ton motors and control
1	Clear Com system for FOH, dimmers and spotlights
1	Package of assorted gel, gel frames
-	All necessary rigging for set up, operation, and tear down of system
-	All necessary cabling & power distribution
-	All necessary safety rope, ladders, harnesses, etc.

## **F. PERSONNEL SERVICES AND REQUIREMENTS**

### **1. General Requirements**

- a. Advance performance events with performance contractors in order to provide fulfillment of contract regarding gear and performance of crew with contracted vendors within the Action Sports Arena and The Hangar.
- b. Evaluate any special needs by performance needs regarding dressing rooms, catering, parking, equipment, etc.
- c. Arrange access passes for performers, touring crew and performer guests per attached procedures.
- d. Work with District Entertainment Team to develop a list on non-performer personnel who require backstage/pit access per attached procedures.

Contractor shall provide qualified technicians/operators to set up, rig, operate and strike all staging and lighting systems. These technicians must also be available at all times for technical, operational assistance. Bidder shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.

- e. Contractor shall provide qualified production supervision to oversee the operational aspects of The Hangar and Action Sports Arena venues during the annual OC Fair. Bidder shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.
- f. Contractor shall attend pre-production meetings as required, with District Management prior to the commencement of the annual OC Fair.
- g. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
- h. Labor shall include all delivery, installation, operation, maintenance, security, teardown and removal services necessary to support each performance each day of the 23 current days of the annual OC Fair.
- i. The District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all delivery, installation and removal requirements. Contractor services performed outside of "regular" business hours or on Saturday(s) and Sunday(s) shall not result in additional charges of overtime to the District. There will be no exceptions.
- j. Technicians and Production Supervisor(s) must be present for the initial equipment setup, all twenty-three (23) days of the Fair and the final equipment strike. Technicians and Production Supervisor(s) must be present each day when the performers arrive and will remain onsite through the strike of each day or night event. The Action Sports Arena frequently requires event set-up and strike on Sunday evenings, Mondays and Tuesdays. The Hangar Building set-up and strike typically take place on the performance day.
- k. The District desires Engineers/Technicians who have a minimum of five (5) years of experience in the industry.
- l. The District will provide a list of personnel who are authorized to request service and/or provide instructions to the Contractor. Contractor shall not accept instructions from, or convey information to, anyone not listed.

### **2. Setup and Teardown Requirements**

- a. Help establish and rigidly enforce all health & safety requirements related to operational work and workers. Provide all necessary equipment needed to produce an operationally safe and highly professional performance event. This includes, but is not limited to, decks, rigging package/motors, fall protection, etc.

- b. Typically, installation and teardown will occur during regular business days, Monday through Friday. However, services may be performed on Saturday(s) and Sunday(s), as dictated by the District's scheduling needs. Contractor must supply personnel during setup/teardown or as specified by the District. It is anticipated setup and teardown will take place between the hours of 7:00 a.m. and 7:00 p.m.; however, actual business hours will be determined based on the daily performance schedule.
- c. Contractor shall be required to provide equipment and services for the annual OC Fair each July and August. Setup generally begins one (1) week prior to the event and the systems should be loaded in, set up and checked out to the mutual satisfaction of the Contractor and District Management two (2) days prior to opening day of the Fair.
- d. For 2018, it is anticipated Contractor will begin setup on Friday, July 6, 2018, and shall have all equipment set up and operational by 5:00 p.m. on Wednesday, July 11, 2018. Exact dates for 2018 are subject to change and performance dates for future OC Fairs will be provided by District Management as early as possible each year. Contractor will coordinate setup efforts with District Management. Contractor is expected to provide all necessary equipment, tools and personnel to set up and maintain systems, and all such costs shall be included in the bid.
- e. Teardown begins the day after the last performance. Contractor is allowed up to five (5) days for completion of teardown or as communicated by the District. Teardown shall begin no later than 9:00 a.m. the day following the final show. Contractor is to provide necessary equipment, tools and personnel to tear down systems and all such costs shall be included in the bid.
- f. The District will provide a list of personnel who are authorized to request services and/or provide instructions to Contractor. These authorized individuals shall be the only points of contact while installation and/or performance crew are on District grounds. Contractor shall not accept instructions from or convey information to anyone not listed.
- g. Equipment shall be visually examined by District personnel to confirm equipment has been clearly marked with Contractor's company name and/or logo and meets the requirements detailed in this RFP as well as the design plan for that OC Fair run. Photos provided by Contractor in response to this RFP shall be representative of all equipment used in the performance of these services for the duration of the contract term. Items not properly marked per Paragraph D.1 above will be rejected by the District and shall be immediately tagged or replaced by Contractor.
- h. Contractor shall maintain a load-in/load-out log, or some other mutually agreed upon mechanism for accountability of inventory, which shall detail items and quantity brought onsite by Contractor. This log/mechanism shall be signed by the District representative who reviews said inventory and a copy shall be left with the District upon load-in/installation.

### **3. Show/Rehearsal Crew Requirements**

- a. Contractor shall provide a minimum of two (2) teams consisting of (1) FOH Engineer/Operator and one (1) Dimmer World Monitor/System Technician; one (1) team will support The Hangar Building and one (1) team will support the Action Sports Arena.
- b. Contractor shall also provide a minimum of one (1) full-time Production Supervisor who will oversee the operational aspects of The Hangar and Action Sports Arena venues during the annual OC Fair. Production Supervisor must have at least five (5) years' of live entertainment production experience in a lead producer or project manager role with experience in a variety of entertainment formats including live concerts, motorized sporting events, rodeos, etc. Production Supervisor's duties shall include, but not be limited to the following:
  - i. Oversee stage, sound and lighting crews in the execution of events and performances in The Hangar and Action Sports Arena.
  - ii. Onsite liaison with artist management during equipment set-up, operation and performances, and equipment strike. Equipment set-up and strike for the Action Sports Arena frequently take place on Sunday evenings, Mondays and Tuesdays. Equipment set-up and strike for The Hangar Building typically take place on the performance day.
  - iii. Coordinate the technical advance and hospitality details for all shows and events.



- iv. Oversee the work required to prepare the Action Sports Arena dirt infield for motorized, rodeo and other arena events.
  - v. Ensure safe and consistent operation of all equipment.
  - vi. Oversee maintenance of audio, lighting, backline, and video systems.
- c. The District will provide one (1) Production Supervisor Assistant to support the Production Supervisor in the fulfillment of the Hangar and Action Sports Arena venue services outlined in Paragraph 3.b. above.
  - d. Contractor shall supply personnel to operate and maintain lighting and staging systems during all operational hours of the annual OC Fair. Contractor's personnel are to be onsite and ready to work at least one (1) hour prior to OC Fair opening. A typical workday begins at 9:00 a.m. and ends at midnight. Operators shall arrive one (1) hour prior to OC Fair opening each day. Operations cease at approximately 11:00 p.m. each performance night.
  - e. Contractor's personnel are required to be the same personnel throughout the run of the OC Fair, and there shall be no exceptions unless prior written approval is granted by District Management.
  - f. Show/Rehearsal Crew shall be required to strike and set up various parts of the systems at different times, depending on schedule and nature of performance. Contractor's labor plan must allow for enough labor to set/strike the systems as required.
  - g. Contractor shall provide experienced, qualified and responsible personnel to set up equipment, monitor and operate equipment according to stage performance needs, provide security for equipment and tear down equipment.
  - h. Contractor's personnel shall adapt and be flexible to reasonable requests regarding lighting and staging system operations and use, as determined appropriate by the District and/or made by traveling/touring personnel.
  - i. Contractor's personnel shall provide assistance to visiting productions when/if Contractor's systems are supplemented for a performance. Technicians will be required to assist whenever the visiting performer's production services are used. Contractor agrees that no additional charges will be assessed against the District for installation, maintenance, or teardown of visiting production equipment.
  - j. Contractor shall be prepared to operate the lighting/staging system in cases where the performer does not bring its own lighting/staging personnel. Contractor agrees that no additional charges will be assessed against the District for these services.

## **G. DEFINITIONS AND BIDDING REQUIREMENTS**

The above equipment lists identify the items most commonly utilized by the District. The District does not guarantee the minimum or maximum amount of equipment that will be required/used during the annual OC Fair. Bidder is responsible for a cost-effective and comprehensive design. These equipment lists are included to outline the scope of requirements as substantiated by the variety of past performances (see Paragraph E above). Contractor shall use the estimated equipment lists as a basis that can easily change each performance night. Based upon Bidder's experience and the information contained herein, Bidder shall supply a design plan and provide equipment and services appropriate for venues of this scope.

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The District will allow deviations from the listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. Contractor is responsible to ensure a complete and fully functional package/system is provided.

Approval will be required from the District for any changes to the District's equipment list contained in this RFP (deviations of staging systems are not permitted under any circumstance). If Bidder wishes to propose alternate equipment as a substitution to equipment on the District provided equipment list, confirmation of acceptance or denial of such equipment may be obtained during the RFP process by submitting a question per the requirements detailed in Part II, Paragraph E.

After contract award, if the Contractor wishes to propose alternate equipment as a substitution to equipment on the District provided equipment list, approval must be requested in writing as part of Contractor's annual Design Proposal per Part IV, Paragraph C.20.

All costs for labor, transportation, and materials used to deliver, install, maintain and remove the equipment described in this RFP, as applicable, must be included in the labor/equipment pricing submitted in Bidder's Financial Proposal Bid Form. Contractor's services include any labor or materials not mentioned, but required to make the installation and removal whole, complete, safe, secure and compliant to all Federal, State, local government and OSHA regulations. Requirements including, but not limited to, California State approved fire extinguishers, all anchoring mechanisms, equipment safety lines, or any other items necessary to secure equipment to prevent tipping or collapse, must be included in the cost of the equipment. All costs shall include California sales and any other taxes or fees (explain in detail), if applicable.

The contracted OC Fair Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown.

**Bid – Equipment:** Bidder shall provide an OC Fair package price on the Financial Bid Form for the above anticipated equipment list for the full 23-day run of the annual OC Fair for each of the venues listed below:

- The Hangar Building
  - Staging
  - Lighting
- The Hangar Building/Main Mall Show
  - Lighting
- Action Sports Arena
  - Staging
  - Lighting

Contractor is responsible to ensure complete and fully functional lighting and staging packages/systems is provided and shall ensure all appropriate and necessary costs have been considered and incorporated into the fixed pricing. This shall include, but not be limited to, items such as:

- All conventional lighting fixtures are to be complete with gel frames, gel, and safety(s).
- Inclusion of a wide variety of gel to use for creating unique themes and looks.
- All cables, connectors, feeders, etc. for power distribution.
- Rigging, motors, and lifts.
- Safe installation of equipment using lifelines, safety harnesses, fall arrest, truss ladders, etc. per OSHA requirements.
- ADA-compliant stairs, safety rails, and loading ramps as well as black skirting for all stages.
- Spare parts, fixtures, and bulbs/lamps.

**Bid - Labor:** Bidder shall provide a flat "Hangar Personnel" (inclusive of all Hangar Building & Main Mall Show elements) as well as an "Action Sports Arena Personnel" package price for all personnel (excluding Production Supervisor) required to set-up, rig, operate, maintain and strike all staging and lighting systems for each venue based upon the scope of work contained herein for the entire run of the annual OC Fair on the Financial Bid Form.

Bidder shall provide a separate flat "Production Supervisor" package price for all personnel required to provide production supervision services for The Hangar and Action Sports Arena venues based upon the scope of work contained herein for the entire run of the annual OC Fair.

## PART V

### CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-307 Certification, GTC 307 General Terms and Conditions, and Insurance Requirements, which will be made a part of the contract (Part IX - Forms).

#### 1. **Authorized Representative**

Contractor must maintain one (1) or more representatives who are authorized to take immediate action and make requested adjustments and/or changes as required by District Management. This person must be identified to the District as the Contractor's authorized representative.

#### 2. **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.

#### 3. **Vehicles, Equipment and Supplies**

All vehicles and equipment shall be provided by the Contractor. Equipment will be clearly marked in a professional manner with Contractor's company name and/or logo. Equipment must be maintained and cleaned in a like new condition at all times. Equipment shall be in proper operating condition with all guards in place. No equipment shall be left unattended. The District will not be held responsible for lost or stolen vehicles or equipment. Contractor shall take all necessary safety precautions when using vehicles and equipment on District property and adhere to the District's *Equipment Safety Policy* (See Part IX - Forms) and all applicable legislation at all times.

Contractor is to provide vehicles necessary to transport equipment. The District will provide limited parking for trucks upon request on an as-available basis.

The use of cars, trucks and vans is prohibited on the fairgrounds one (1) hour before opening, during OC Fair hours and one (1) hour after the close of the OC Fair. Additionally, there is no overnight parking in the main lots of the fairgrounds.

#### 4. **Vehicle Utility Carts**

Contractor may provide utility carts for employees, if necessary, to complete Scope of Work. Carts are not permitted to park in front of buildings or in pathways blocking pedestrian access points. Drivers shall possess a valid driver's license and be 18 years of age or older and abide by all applicable local, State and Federal laws related to cart safety.

#### 5. **Security**

The security of the Contractor equipment is the responsibility of the Contractor.

Contractor must secure all equipment to prevent theft. The District will provide security personnel to monitor the stages from 10:00 p.m. to 8:00 a.m.

While the District provides specifically assigned security personnel time as an act of cooperation, the equipment is brought to the OC Fair at the risk of the Contractor. The District does not take responsibility for loss of equipment for any reason, including, but not limited to, by theft, damage, vandalism, or act of nature.

Venue security is the responsibility of District. The Contractor will fully support and cooperate with the District Safety and Security team. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District

#### 6. **Weather Protection**

Weather protection is the responsibility of the Contractor.

## **7. Licenses, Permits and Certifications**

Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s), permits(s) and certification(s) required by law or as part of this contract for accomplishing any work required in connection with this agreement. In the event any license(s), permit(s) or certification(s) expire at any time during the term of this contract, Contractor agrees to provide agency a copy of the renewed license(s), permit(s) or certification(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), permit(s), and certification(s), the District may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

## **8. Site Access**

District shall allow Contractor access to the District's property as needed. If access is required during annual OC Fair hours, the District will provide necessary admission and parking credentials for the employees performing in service of the contract.

## **9. Insurance**

Proof of insurance, meeting the requirements of the State (see attached Insurance Requirements) must be made available to the District within 15 days of contract award. Failure to do so could result in termination of said contract.

## **10. Work Permit Law**

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

## **11. Uniforms and Badges**

Contractor's employees shall be at all times neatly and cleanly uniformed and must meet reasonable prescribed grooming guidelines and appearance standards.

The District requires Contractor's employees to wear badges, identification cards, and/or credentials in a clearly visible location (per attached procedure) while Contractor's employees are on the District's premises. Contractor personnel will be issued an OC Fair & Event Center "Contractor" photo identification badge annually. Identification badges must be worn at all times while on the property, when entering and while working on the grounds. Badges shall have the name visible and worn on the upper right or left torso. Badges are specific to each person and are non-transferable. All badges must be returned from terminated employees. All badges of employees hired to support the OC Fair must be returned on Friday following the end of the OC Fair. All employees must abide by the rules and regulations stated in the Employee Handbook provided by the District.

## **12. Personnel**

All Contractor employees are employees of the Contractor and not the District. No agent, servant, or employee of the Contractor will under any circumstances be deemed an agent, servant, or employee of the District.

The District reserves the sole absolute right to determine, at its discretion, that any person or agent used by Contractor in the performance of the contract shall be excluded from such performance on the grounds that his or her appearance or conduct is detrimental to the District's operation. Determination of these matters by District Management shall be final.

## **13. Potential Subcontractors/Independent Contractors**

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any subcontractors/independent contractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations contained herein. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors/independent contractors is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any subcontractor/independent contractor.

#### **14. Suppliers**

Nothing contained in the ensuing Agreement or otherwise shall create any contractual relation between the District and any suppliers. The Contractor agrees to be as fully responsible to the District for the acts and omissions of its suppliers and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its suppliers is an independent obligation from the District's obligation to make payments to the Contractor. As a result, the District shall have no obligation to pay or to enforce the payment of any monies to any supplier.

#### **15. Subcontracting**

Subcontracting of efforts involving labor and/or installation services is not allowed. Contractor may utilize additional suppliers to meet the District's equipment needs.

#### **16. Fire Regulations**

All fire regulations as prescribed by the State Fire Marshal must be strictly observed as detailed by District Safety & Security.

#### **17. Travel, Transportation and Accommodations:**

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

#### **18. Invoices**

Invoices shall be submitted upon completion of services rendered to the District.

All invoices must contain Contractor's invoice number, District-issued Purchase Order (PO) number, and an itemized list containing Contractor's order number, specifications, and dates of delivery/pick-up, for each piece of equipment provided as well as the labor required to fulfill these services.

Contractor shall send invoices and any supporting documentation via email to [AP@ocfair.com](mailto:AP@ocfair.com) (the District's preferred mechanism) or mail to OC Fair & Event Center, Attn: Accounts Payable, 88 Fair Drive, Costa Mesa, CA 92626.

Upon contract award and throughout the duration of the contract, Contractor shall work with the District to ensure invoicing needs are continually met.

#### **19. Payment**

Payments to the Contractor will be made by the 32<sup>nd</sup> District Agricultural Association and paid in full within 30 days upon satisfactory completion of each event and receipt of proper invoice.

#### **20. Pricing/Financial Proposal Bid Form**

The Financial Proposal Bid Form will be used to develop the "not to exceed" amount of the contract. The estimated quantities provided are based upon historical experience and anticipated future needs, and may change depending upon actual needs/usage. Billing/invoicing will be determined by multiplying actual usage by the rate as entered on the Financial Proposal Bid Form. The District may elect to add a contingency line item to accommodate specifications within the scope of the effort, if approved by the District, during the implementation of this contract.

#### **21. Megan's Law Screening**

All of Contractor's employees, agents, servants, volunteers, independent contractors and/or employees, agents, servants, volunteers, independent contractors of Contractor's subcontractors who will be performing job related duties on District premises must pass background checks under "Megan's Law" as required by the District's current Megan's Law policy (and as that policy may be amended by the District from time to time), and any other reasonable background checks that may be required by the District as a

result of policies adopted by the District's Board of Directors. Contractor 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. Contractor shall not be held liable for the lack of or inaccuracies in reporting made available by the states. A full, true, and correct copy of the District's current Megan's Law policy is attached (see Part IX – Forms).

## **22. Right to Replace/Dismiss**

Contractor's onsite personnel are subject to approval of the District during the entire term of contracted services. The District has the right, in accordance with applicable law, to require replacement of Contractor's onsite personnel or any member of Contractor's onsite personnel.

If at any time the District determines that any employee, agent or officer of Contractor, or of Contractor's permitted subcontractors, is in violation of District policies and procedures regarding harassment, discrimination or offensive behavior or Megan's Law, or fails to meet the District's safety, security and customer service standards, the District may notify Contractor verbally and/or in writing. Contractor will promptly correct the behavior, performance, or condition giving rise to the notification described herein to the satisfaction of the District. If Contractor fails to correct the behavior, performance, or condition giving rise to the notification described herein, the District may demand that Contractor (or Contractor's subcontractor, as the case may be) cease using said employee at the District's facilities and Contractor (or Contractor's subcontractor, as the case may be) will promptly comply with such request. If the District requests replacement of onsite personnel or any of its members, Contractor must furnish a replacement immediately or as otherwise determined necessary by the District. Nothing contained in this paragraph shall obligate the District to monitor the behavior of Contractor's employees or of Contractor's subcontractor's employees. The District retains the right to review the resumes of all Contractor personnel and confirm compliance to the requirements set forth in this RFP.

## **23. Gratuities**

Contractor is prohibited from offering any gift or gratuity to employees and/or officers of the 32<sup>nd</sup> District Agricultural Association, as employees and officers are not permitted to accept them under any circumstances. Contractor and/or Contractor's employees shall not solicit or accept any gifts. This includes cash, tickets, food, drinks, merchandise or any other items from District staff, promoters and/or vendors to perform the functions detailed in this agreement. Any violations of this policy may result in the dismissal of the employee and a performance violation notice issued to the Contractor.

## **24. Evaluation of Contractor Performance**

Contractor will be evaluated on their performance, including, but not limited to, Contractor's record of conforming to contract requirements and to standards of good workmanship; Contractor's record of forecasting and controlling costs; Contractor's adherence to contract schedules, including the administrative aspects of performance; Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; Contractor's record of integrity and business ethics, and generally, Contractor's business-like concern for the interest of the District and its customers.

Contractor shall work with District staff to ensure contract compliance, whether by phone, email or in-person meetings, as determined necessary by the District. The District retains the right to notify Contractor of any performance issues at any time for the duration of the contract term. Notification will be provided in writing to Contractor, whereupon Contractor shall have five (5) days to respond to the District's request for compliance. Unless mutually agreed upon otherwise, performance issues shall be corrected within fifteen (15) days of District's notification to Contractor.

Failure to supply equipment and/or personnel as required may result in a notice of default and/or an adjustment to the fees charged for equipment and/or labor.

Contractor may be disqualified from potential bidding opportunities if the District deems Contractor as unresponsive to repeated requests for corrective action.

## **25. Non-Exclusive Agreement**

Contractor understands and agrees that this is a non-exclusive agreement. The District may hire other contractors for work of a similar or identical nature.

**26. Termination**

The District reserves the right to terminate without cause 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. The District has the right to terminate any contract in its sole and absolute discretion.

**27. Anticipated Contract Term**

The term of the Hangar Building and Action Sports Arena Lighting and Staging Equipment and Production Services contract shall be from March 1, 2018 through December 31, 2019 with three (3) one (1)-year options to renew with the approval and acceptance of the 32<sup>nd</sup> District Agricultural Association.

## PART VI

### EVALUATION, SELECTION AND SCORING PROCESS

Each proposal shall be evaluated for responsiveness to the District's needs as described in this RFP and only content submitted in Bidder's proposal shall be considered during this process. Bidder must provide thorough and complete responses based upon the criteria contained in this RFP. Prior experience with and/or services provided to the District will not be considered unless detailed in Bidder's RFP response.

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 District's Selection Committee (Committee) may wish to contact a Bidder for clarification purposes only. Bidder may only respond to questions for clarification from the Committee and will not be allowed to ask questions concerning other Bidders. Proposals cannot be changed by the Bidder after the time and date designated for receipt.

#### A. EVALUATION AND SELECTION PROCESS

1. Following the deadline for receipt of proposals as stated in Part II - General Information, 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 technical proposal,
- Confirmation the information is presented in the format required by the RFP, and
- All required documentation is included and correct.

Proposals that do not present the information in the format required may be rejected as non-responsive.

***This is not a public review.***

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

4. The Committee will evaluate each proposal that meets the format requirements of preceding Paragraph 2, and assign points as outlined in Part VI, Paragraph B.

***This is not a public review.***

5. The Committee may contact the Bidders for clarification of proposals. Following any such clarification, the proposals may be re-scored.

***This is not a public review.***

6. In order to obtain the average score for each Bidder, the total points of each reviewer will be added up for each Bidder and the result divided by the number of people on the Committee. Selection of the Bidder is based upon the highest average score of the qualifying proposals.

7. The Financial Proposal Bid Form will be scored as outlined in Part II – General Information, Paragraph D. Certified Small Business Bidders, who have included in their proposal a copy of their Small Business Certification Approval Letter or print out from website <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>, shall be granted a preference of five percent (5%). The Financial Proposal Bid Form will be used to determine the not to exceed amount of the contract; however, billing must reflect a detailed breakdown of actual services rendered and shall be determined by the rates listed on the Bid Form.

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 quality of the response, both physical and interpretive, for the following criteria. The Bidder who receives the highest score will be awarded the contract.

The Scoring Committee reserves the right to visit qualified Bidders place(s) of business as well as a site presently being serviced, for the purpose of inspecting quality of equipment only, before the final scoring process is completed.

Each proposal will be scored according to the quality and applicability of the response, both physical and interpretive, for each criterion below. Scoring criteria correlate to the items found in Part VII – Mandatory Format and Content Requirements, Paragraphs C and D.

		<b>MAXIMUM POINTS</b>
<b>1.</b>	<b>Company History and Personnel.....</b>	<b>10</b>
a.-b.	History and scale of Bidder’s organization; submit organization chart.....	(4)
c.	Background and relevance of professional experience and qualifications of Bidder and Bidder’s executive management team, including intended key personnel.....	(4)
d.-e.	Description of personnel policies and safety programs; submit Employee Handbook and Grooming Standards.....	(2)
<b>2.</b>	<b>Equipment and Supplies.....</b>	<b>10</b>
a.-b.	Provide a general statement as to Bidder’s ownership of the equipment needed to fulfill the scope of work and if any equipment must be purchased or rented; supply a complete, detailed list of Bidder’s inventory, including the total quantities and details for equipment requested in this RFP; for each item, indicate ownership of equipment/supplies, including a breakout of owned vs. rented; describe quality and condition of proposed equipment/supplies.....	(7)
c.	Submit high-quality color photographs of specified equipment.....	(3)
<b>3.</b>	<b>Design and Technical Competence.....</b>	<b>20</b>
a.-b.	Submit detailed design drawings, certified/stamped lighting/load plots, and detailed descriptive narratives highlighting Bidder’s understanding of the District’s venue requirements.....	(20)
<b>4.</b>	<b>Experience and Ability to Perform.....</b>	<b>30</b>
a.	Description of prior experience; list projects Bidder has completed within the past five (5) years that meet all required criteria.....	(8)
b.	Four (4) Letters of Recommendation from clients serviced by Bidder. Letters must not be more than one (1) year old.....	(4)
c.	Operations plan describing how Bidder will manage the District’s deadlines, scheduling needs and expectations.....	(8)
d.	Provide an explanation and backup equipment list detailing what preventative measures Bidder will take to ensure system and/or component failures do not occur.....	(5)
e.	Describe Bidder’s ability to use ingenuity and/or innovation to solve a complex problem.....	(3)
f.-g.	Statement describing the source and amount of financing required by the Bidder to fulfill the terms of the agreement. If all financing is to be funded solely by the Bidder, this shall be stated; reference letters from financial institutions.....	(1)
h.	Insurance coverage and ability to obtain required coverage.....	(1)
<b>5.</b>	<b>Financial Proposal Bid Form.....</b>	<b>30</b>
	Bidder will complete Financial Proposal Bid Form, Part IX - Forms, and include a print and electronic copy with the proposal.....	(30)
<b>TOTAL POSSIBLE POINTS.....</b>		<b>100</b>

## 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

All packages need to be clearly labeled in the manner described in Part II – General Information, Paragraph C. Each copy of the proposal must be prepared as one (1) document. Sealed packages are inserted into a second package.

Information in the proposal is to be provided in the order detailed in this part beginning with the cover letter page. Bidders have been provided with a checklist to assist in proposal preparation (refer to Part IX – Forms); however, Bidders are ultimately responsible for fulfilling the submittal requirements as outlined in this RFP. 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.

##### Table of Contents:

1. The first page of the 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 #: HL-06-18** 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 company and signer’s name must be typed or printed clearly and the signature line must be dated. If Bidder fails to submit this document, or it is not signed and dated, the proposal will be rejected as being non-responsive.

2. One (1) copy of the proposal and attachments as described in Part VII – Mandatory Format and Content Requirements, Paragraph C (Technical Proposal) and D (Financial Proposal Bid Form);
3. One (1) completed, dated and signed Bidder/Contractor Status Form (with Corporate Resolution, as applicable);
4. One (1) copy of the completed DVBE documentation stated in Part II - General Information, Paragraph G; and
5. One (1) copy of the OSDS Small Business Certification if Bidder is claiming the Small Business Preference.

## C. TECHNICAL PROPOSAL – REQUIRED SUBMITTAL

Each Bidder shall submit, for the purposes of proposal evaluation, all of the following information, as available, **IN THE ORDER LISTED BELOW**. All information submitted may pertain to the proposing company itself or to principal officers of the company. If any significant suppliers are to be used to fulfill this contract, submit applicable information as well. Bidder must submit sufficient documentation to determine that their company can meet the contract requirements. All responses must be provided in narrative detail, except as requested differently.

### 1. Company History and Personnel

- a. Provide an overview of the Bidder's company history, including years in business, location(s), total number of staff and other key elements of business operations. Include a description of Bidder's industry awards or other industry recognition. Bidders must demonstrate a minimum of five (5) years experience providing similar services.
- b. Submit (**as Bidder's Attachment 1**) an organization chart of the proposing company, including the personnel that would be assigned to this contract.
- c. Describe background and professional experience of Bidder's executive management team and key staff that will be assigned to the contract, including Engineers, Technicians, and Production Supervisor(s). Identify who will supervise and/or work the contract, detailing the qualifications and responsibilities of those key members. Submit (**as Bidder's Attachment 2**) resumes and/or narratives of experience for each of the key members.
- d. Describe and include any applicable personnel policies and training materials, including safety programs and customer service education. Explain how Bidder ensures its employees remain current with the latest industry standards. Provide commentary on safety record and programs.
- e. Submit (**as Bidder's Attachment 3**) Employee Handbook and Grooming Standards.

### 2. Equipment and Supplies

- a. State if Bidder can fulfill the requirements of this RFP with Bidder's own equipment. If Bidder cannot meet the requirements of this RFP with Bidder's own equipment, describe how Bidder will procure, either by purchase or rental, the items that are not owned by Bidder.
- b. Provide a full system list of equipment and supplies that will be utilized in the implementation of this contract for each of the following venues: **The Hangar Building, The Hangar Building/Main Mall Show, and Action Sports Arena**, identifying any deviations from or additions to the equipment utilized in previous years (see Part IV, Paragraph E and Financial Proposal Bid Form). Include a detailed narrative of the overall systems (lighting and staging) for all venues required. For each item, indicate the following:
  - i. Total quantities and details for equipment/supplies owned and/or maintained by Bidder;
  - ii. State if the equipment/supplies are **owned** by Bidder and specify the **portion owned**. Note: Ownership of equipment is preferred and will receive higher scoring;
  - iii. For equipment/supplies **not owned** by Bidder, state if Bidder will purchase the items needed or rent the items needed;
  - iv. Manufacturer/brand name and model/model number; and
  - v. Describe the condition and quality of equipment/supplies.
- c. Submit (**as Bidder's Attachment 4**) high-quality color photographs of the following equipment installed by Bidder and representative of the quality the District will expect and hold Bidder accountable to if awarded the contract, as referenced on the Financial Proposal Bid Form (see Part IX – Forms):
  - i. Lighting Equipment – Submit photos of installed lighting equipment at two (2) venues. One (1) photo should represent equipment utilized indoors and one (1) photo shall represent equipment utilized outdoors.

- ii. Staging Equipment – Submit photos of installed staging equipment for a pop or rock and roll music show. One (1) photo should represent equipment utilized indoors and one (1) photo shall represent equipment utilized outdoors.

### 3. Design and Technical Competence

#### a. The Hangar Building:

- i. Staging - Submit (**as Bidder's Attachment 5**) fully operational system details and include a detailed narrative describing the system design and plan for adhering to the requirements defined in this RFP. Bidder shall note that The Hangar Building is an indoor venue and the stage will not require a roof cover. Bidder shall ensure drawings are high quality/legible and include detail to explain the drawing.
- ii. Lighting – Submit (**as Bidder's Attachment 6**) fully detailed lighting and load plots, photos representing various 'looks' and a detailed narrative describing the system design and plan for adhering to the requirements defined in this RFP. Bidder's load plot/drawings shall conform to the District's truss load capacity (see Part VIII, Attachment D) and must be approved and stamped by a state of California certified structural engineer. Bidder shall ensure drawings are high quality/legible and include detail to explain the drawing.

#### b. The Hangar Building/Main Mall Show:

- i. Lighting – Submit (**as Bidder's Attachment 7**) fully detailed lighting plots, photos representing various 'looks' and a detailed narrative describing the system design and plan for adhering to the requirements defined in this RFP. Bidder shall ensure drawings are high quality/legible and include detail to explain the drawing.

#### c. Action Sports Arena:

- ii. Staging - Submit (**as Bidder's Attachment 8**) fully operational system details and include a detailed narrative describing the system design and plan for adhering to the requirements defined in this RFP. Bidder shall ensure drawings are high quality/legible and include detail to explain the drawing.
- iii. Lighting – Submit (**as Bidder's Attachment 9**) fully detailed lighting plots, photos representing various 'looks' and a detailed narrative describing the system design and plan for adhering to the requirements defined in this RFP. Bidder shall ensure drawings are high quality/legible and include detail to explain the drawing.

### 4. Experience and Ability to Perform

- a. Provide a list of all clients such as fairs, festivals, or concert series which have a **minimum event attendance of 250,000, and five (5) or more consecutive days of performances in multiple locations, one (1) indoor stage and one (1) outdoor stage, where Bidder was the designer/installer of staging/lighting/rigging systems** and has satisfactorily performed similar services within the last five (5) years and for whom Bidder has been contracted for a continuous period of no less than two (2) consecutive years. At least one (1) shall reflect work performed in 2016 and/or 2017.

In the body of Bidder's narrative proposal, utilize the following format in sequential numbering (Client 1, Client 2, Client 3, etc.) as a guideline to ensure all of the below information is listed for the clients that meet the criteria listed above:

**CLIENT 1**

**Name of Client:**

**Street Address:**

**City, State, Zip Code:**

**Contact Person:**

**Telephone Number:**

**Email Address:**

**Total Years of Service to Client:**

**Date Service Began:**

**Date Service Ended:**

**Size of Venue (Facility and Grounds):**

**Schedule/Frequency of Service (Daily, Monthly, Annually, etc.):**

**For Each Event Supported, List:**

- Number of Days

- Number of Attendees

- Number of Performances Identified by Talent Type and Name

**Period of Time between Setup & Teardown** (between performances, from initial installation to end of event):

**Detailed Description of Scope, Size and Nature of Services Provided, including Equipment Package, Design Drawings and Photographs:** (provide any additional information to justify the relevance of this experience to the requirements contained in this RFP; use as much space as necessary)

- b. Submit (**as Bidder's Attachment 10**) four (4) Letters of Recommendation, written within the last twelve (12) months, from facility managers who have contracted Bidder's services within the last two (2) years. Two (2) letters must meet the criteria listed in Paragraph 4.a. above. Letters shall be dated, signed and must provide detailed information regarding the services provided for the referring clients, which indicate:
- i. Name of company;
  - ii. Date of letter;
  - iii. Timeframe of services performed;
  - iv. Level of completion of contracted duties;
  - v. Personnel reliability, quality, performance of duties;
  - vi. Ability to meet deadlines and maintain schedules; and
  - vii. Full contact information for the reference, including name and title of the author, address and phone number.

Letters failing to include **ALL** details requested above may result in a lower score.

- c. Include a detailed Operations Plan of how Bidder will complete work effectively and efficiently while meeting the District's deadlines, scheduling needs, quality requirements, and expectations. Specifically, for each of the key areas listed below (i. through v.), provide narrative describing Bidder's strategy/plan and performance indicators - identifying the allocation of resources for both equipment and personnel as well as timelines - that are necessary to achieve the District's Scope of Work requirements:
- i. Overall lighting and staging design plans, including project/performance, equipment and resource management, with specific emphasis on maximizing efficiency, quality, and productivity;
  - ii. Communication efforts and working relationships with District Staff and performers to ensure cooperative interaction;

- iii. An explanation of Bidder's process for advancing shows and performing in a production supervision capacity.
  - iv. Detailed staffing plan and schedule, including all levels of staffing, position titles, and number of staff/hours required for both venues, which addresses all of the components required in this RFP, including, but not limited to, installation, testing, monitoring, security, teardown and removal; and
  - v. Emergency preparedness plan in case of electrical fire or other crisis.
- d. Uninterrupted system functionality is vital in Bidder's fulfillment of the services described herein. Provide an explanation of what preventative measures Bidder will take to ensure system and/or component failures do not occur in the fulfillment of services to the District. In the event a system and/or component failure occurs, describe the actions Bidder will take to immediately mitigate the failure to ensure no visible/negative impact to the guest experience. Be sure to include an action plan, timeline and backup equipment list (including quantities) Bidder intends to implement/supply to resolve any issues. Please provide this for each venue as described in this RFP.
- e. Provide three (3) examples where Bidder used training, ingenuity and/or innovation to solve a complex problem. The District is interested in examples which relate to an artist's performance or touring production personnel, and would appreciate at least one (1) example related to Bidder's experience in responding to a hazardous emergency situation where audience and/or production staff safety was impacted, if such situation has been experienced.
- f. Describe the source and amount of financing required, if any, by the Bidder to fulfill the terms of the agreement. If all financing is to be funded solely by the Bidder, this shall be stated.
- g. Submit **(as Bidder's Attachment 11)** letters from at least three (3) different financial references (banks, subcontractors, major suppliers, etc.) that Bidder has done business with during the last two (2) years. Ensure letters are dated and full contact information for the references is listed in the letter, including name and title of the author, address, phone number and email address.
- h. Submit **(as Bidder's Attachment 12)** proof of insurance coverage in the form of a Certificate of Insurance for Bidder's current business operations. Also, provide a commitment from Bidder's insurance carrier stating Bidder's ability to provide the additional insured endorsement upon award of contract (see Part IX – Forms, Exhibit E – Insurance Requirements).

#### **D. FINANCIAL PROPOSAL BID FORM – REQUIRED SUBMITTAL**

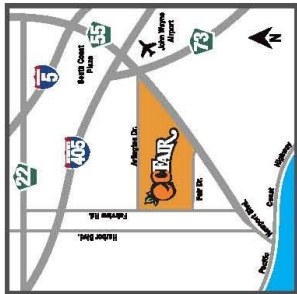
A sample of the Financial Proposal Bid Form is located in Part IX – Forms and will be used to determine the “not to exceed” amount of the contract. Each Bidder shall submit a completed and signed form and include it as specified in Part VII – Mandatory Format and Content Requirements, Paragraph B.

**The form has been posted along with this RFP on the District's website in an editable Microsoft Excel spreadsheet format. Any Bidder that does not use and submit the provided and completed Microsoft Excel spreadsheet shall be deemed non-responsive.**

PART VIII

ATTACHMENT A

FACILITY MAP



Facility Map

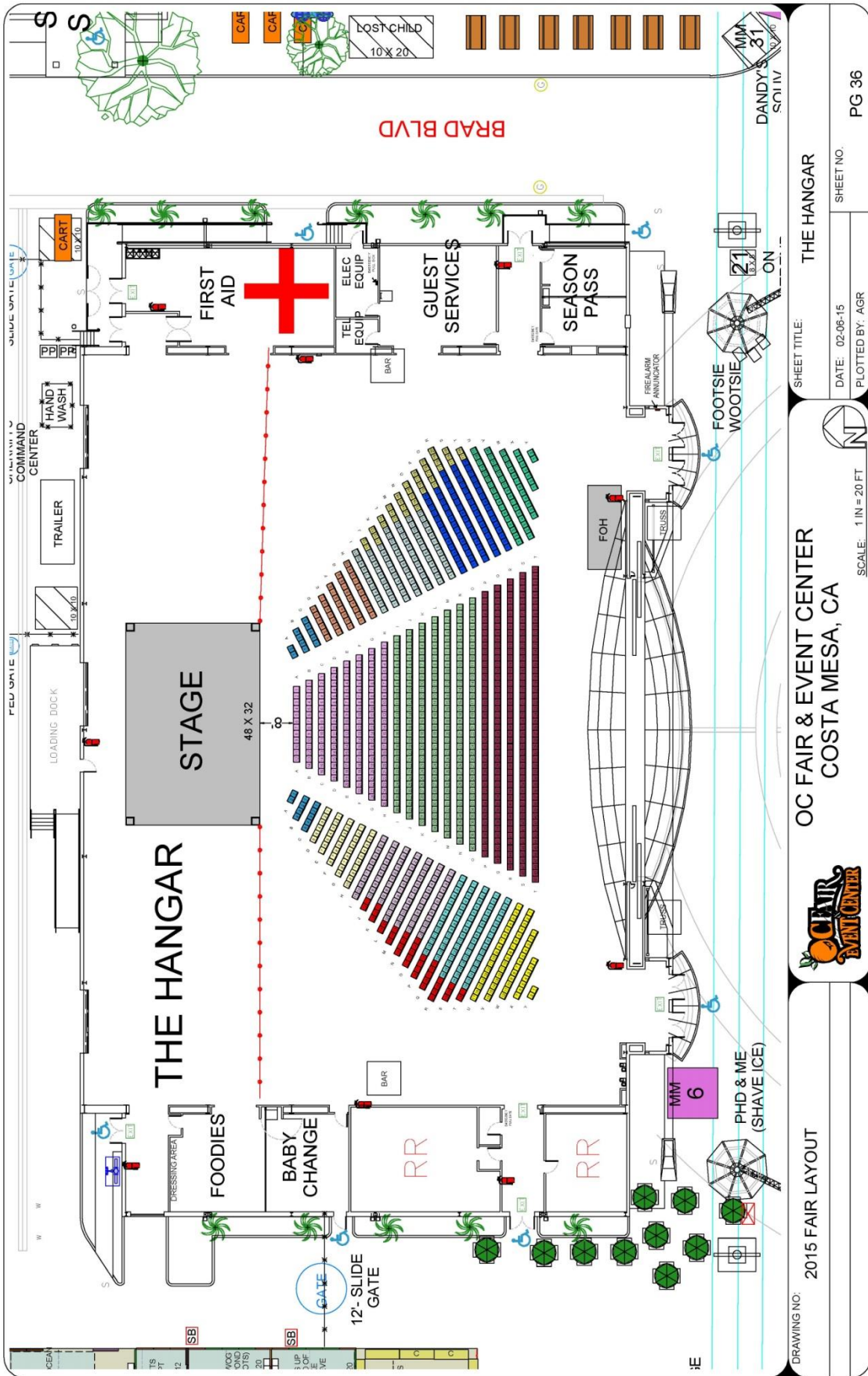


OC Fair & Event Center  
 88 Fair Drive, Costa Mesa, Ca 92626  
 www.ocfair.com



ATTACHMENT B

THE HANGAR BUILDING PLAN VIEW



DRAWING NO: 2015 FAIR LAYOUT

OC FAIR & EVENT CENTER  
COSTA MESA, CA

OC FAIR & EVENT CENTER

THE HANGAR

SCALE: 1 IN = 20 FT

DATE: 02-06-15

PLOTTED BY: AGR

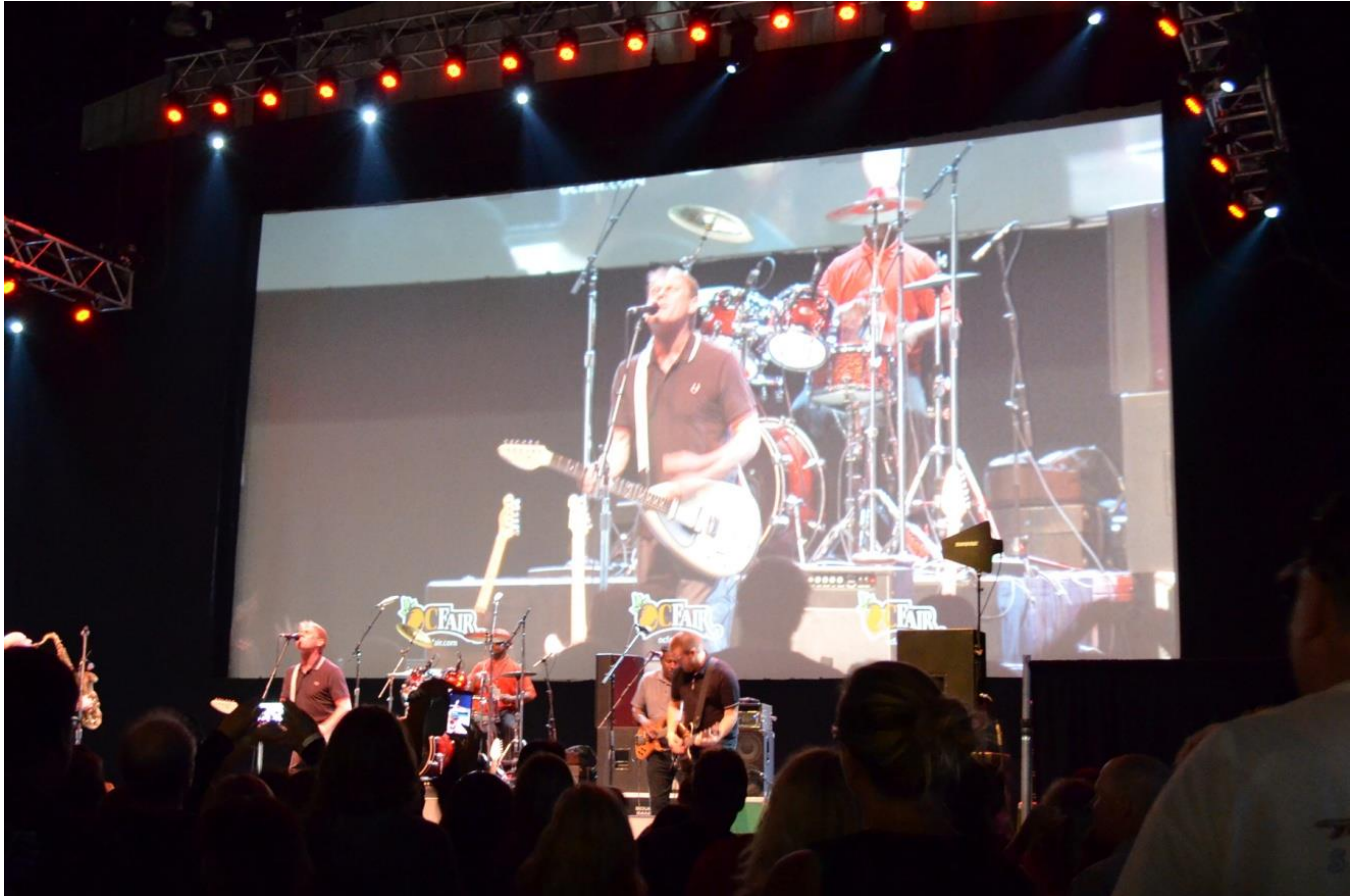
SHEET NO. PG 36



**ATTACHMENT C**

**THE HANGAR BUILDING**

**PHOTO OF INSTALLED LIGHTING IN PROXIMITY TO VIDEO SCREEN**



**ATTACHMENT D**  
**THE HANGAR BUILDING**  
**LIGHTING EQUIPMENT AND DESIGN DETAIL**



Ten (10) Chauvet Q-Spot 560



Twenty-four (24) GLP VolksLicht Z (Zoom) RGB

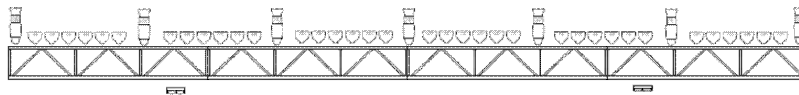
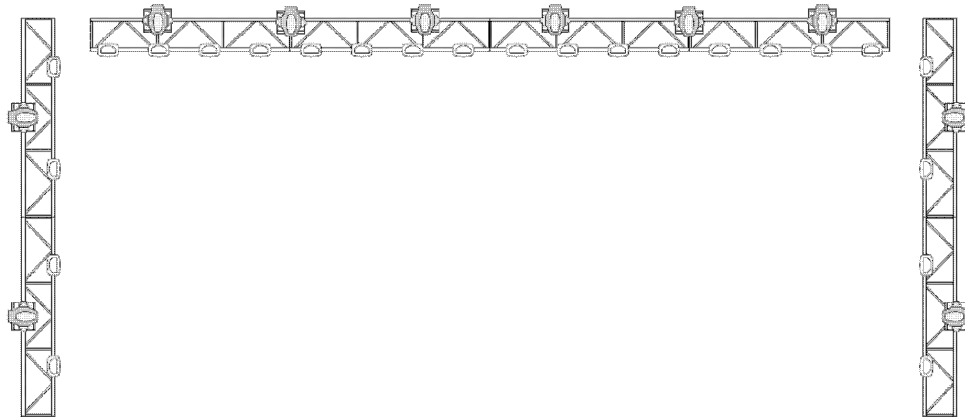


Seven (7) ETC Source Four Leko



Five (5) ETC Source 4 575 Watt Par lamp on a six-bar

Two (2) Mole 2,600 watt MoleFay, 4 light



**ATTACHMENT E**  
**THE HANGAR BUILDING**  
**TRUSS LOAD CAPACITY**

The maximum general truss loading scheme allowed on The Hangar Building roof structure is defined below. Prior to equipment installation each year, Contractor shall work closely with the District to establish load capacity restrictions have not changed from the prior year:

J.R. Miller & Associates (JRMA), a District-appointed firm, originally designed the existing building main structural roof trusses. Various events are planned that will take place in the building where certain events require additional temporary roof hung equipment such as trusses, lighting, speakers, signage, etc. JRMA was hired to provide a general scheme of allowable loads at specific locations on the existing roof trusses.

The building structure consists of six (6) arched-truss frames spaced 20 feet apart. The frames span approximately 180 feet across and reach near 50 feet high at the peak of the arch. Each arched-truss is independent of the others in terms of vertical load carrying capacity.

The arched-trusses are constructed from rolled, standard wide flange beam sections consisting of top and bottom chords. The vertical and diagonal braces are standard angle shape members. Each truss is made up of four sections, which are approximately 42 feet in length, and are field bolted together to construct the arched trusses.

The general load scheme for the arched trusses consists of 500 lbs maximum loads spaced at no closer than 14'-6" on center for a total quantity of twelve (12) loads per truss. Each load may only be hung from the truss panel points. The truss panel points are described as the bottom chord of the truss at the location where the diagonal angle members intersect the bottom chord of the truss. Any load that is heavier or requires a different support location must be submitted to JRMA for review and approval prior to installing the equipment. The light gauge purlins spaced at 5'-0", concealed by the perforated ceiling, shall not have any additional loads applied to them during any event, unless submitted to JRMA for review and approval.

Further, JRMA has determined that the arched roof trusses can adequately support the prescribed event loading provided the following stipulations are met:

- The loads must be supported from the arch-truss frames by means of hangers at the truss panel points, which are the bottoms of the "V" shapes formed by the angle diagonals and their intersection with the bottom chord member.
- The loads are temporary loads and shall be removed from the roof trusses after conclusion of each event.
- JRMA has not investigated the hooks and hanger assemblies used to attach the equipment to the arch truss. Their adequacy must be confirmed by specified District Management.

## ATTACHMENT F

### ACTION SPORTS ARENA

#### STAGING AND LIGHTING EQUIPMENT PHOTOS

The photographs below illustrate a previous event held in the Action Sports Arena during the annual OC Fair. These two (2) photos show a fight ring event, which typically requires staging and lighting.



## ATTACHMENT F (CONT.)

### ACTION SPORTS ARENA

#### STAGING AND LIGHTING EQUIPMENT PHOTOS

The photographs below illustrate a previous event held in the Action Sports Arena during the annual OC Fair. These two (2) photos show a BMX event, which typically requires lighting/light towers:



## PART IX

### FORMS

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

In conjunction with the information requested in Part VII – Mandatory Format and Content Requirements, a comprehensive proposal or proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or “X” next to each item that you are submitting to the District. For your proposal to be responsive, all required attachments must be returned. This checklist is intended to be used as a guideline and should not be used to validate all of the RFP content requirements.

<u>Document</u>	<u>Document Name/Description</u>	
_____	Cover Letter	Signed Cover Letter with Required Paragraph
_____	Proposal	Technical Proposal and Financial Proposal Bid Form
_____	Attachment 1	Bidder's Organization Chart
_____	Attachment 2	Bidder's Key Personnel Resumes and Description of Experience
_____	Attachment 3	Bidder's Employee Handbook and Grooming Standards
_____	Attachment 4	Bidder's Photos of Equipment
_____	Attachment 5	Bidder's Drawings & Narrative Description for The Hangar Building Staging
_____	Attachment 6	Bidder's Drawings & Narrative Description for The Hangar Building Lighting (Bidder's Lighting Load Drawings must be approved and stamped by certified engineer)
_____	Attachment 7	Bidder's Drawings & Narrative Description for The Hangar Building/Main Mall Show
_____	Attachment 8	Bidder's Drawings & Narrative Description for Action Sports Arena Staging
_____	Attachment 9	Bidder's Drawings & Narrative Description for Action Sports Arena Lighting
_____	Attachment 10	Bidder's Letters of Recommendation from Clients
_____	Attachment 11	Bidder's Letters from Financial References
_____	Attachment 12	Bidder's Proof of Current Insurance Coverage
_____	Attachment 13	Bidder/Contractor Status Form (with applicable Corporate Resolution)
_____	Attachment 14	Disabled Veteran Business Enterprise (DVBE) Participation Form(s)
_____	Attachment 15	OSDS Small Business Certification (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 04/2017 – General Terms & Conditions
- CCC 04/2017 – Certification
- Insurance Requirements
- Megan's Law Screening & Certification
- Equipment Safety Procedure
- OC Fair & Event Center Procedures: 0004 and 0005

**BIDDER/CONTRACTOR STATUS FORM**

**RFP NUMBER HL-06-18**

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**

***A copy of the corporate resolution authorizing the signing of this form must be attached.***

**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 HL-06-18**

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 OSD'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.**



**FINANCIAL PROPOSAL BID FORM  
RFP NUMBER HL-06-18**

All quantities provided on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the Contract amount, the awarded Contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form.

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. (No brand/model substitutions of stage systems shall be permitted.) Package pricing shall be inclusive of all fly hardware, rigging, safety equipment, burlap wrap, power cabling, data cabling, power distribution, spare fixtures, color gels and any other items required to ensure systems are whole and fully functional.

The contracted "RUN OF FAIR" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown.

**Bid Equipment:** In the "Equipment to be Supplied by Bidder" fields, Bidder shall input a detailed listing of the equipment (including brands/models) Bidder intends to supply in the fulfillment of the stated requirements. Bidder shall input annual package pricing for the correlating equipment, resulting in a total package price for each venue.

**Bid Labor:** Bidder shall provide a flat "Hangar Personnel" (inclusive of all Hangar Building & Main Mall Show elements) as well as an "Action Sports Arena Personnel" package price for all personnel (excluding Production Supervisor) required to set-up, rig, operate, maintain and strike all staging and lighting systems for each venue based upon the scope of work contained herein for the entire run of the annual OC Fair. Bidder shall provide a separate flat "Production Supervisor" package price for all personnel required to provide production supervision services for The Hangar and Action Sports Arena venues based upon the scope of work contained herein for the entire run of the annual OC Fair.

The Hangar Building at the OC Fair Equipment Package - RUN OF FAIR (Currently 23 Days) (Package shall be inclusive of all rigging, safety equipment, burlap wrap, distro, cabling, feeder, spare fixtures, color gels and any other items required to make the system whole and fully functional)			2018	2019	2020	2021	2022
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
1	<b>Stage System:</b> Dimensions: 48' wide X 32' deep X 4' high Brand/Model: All Access Versa Stage is the required stage system.  Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides, except extreme upstage side. Adequate ADA-compliant access stairs (both sides), equipment ramps (both sides), protective railings and hand rails necessary for access and safety, per OSHA requirements and standard industry practice.	No Substitution Permitted	\$ -	\$ -	\$ -	\$ -	\$ -
1	<b>FOH Platform System:</b> Dimensions: 25' wide X 15' deep X 4' high Brand/Model: The All Access Versa Stage is the required platform system.  Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides. Adequate ADA-compliant access stairs (one set), equipment ramps (both sides), protective railings and hand rails necessary for access and safety, per OSHA requirements and standard industry practice.	No Substitution Permitted	\$ -	\$ -	\$ -	\$ -	\$ -
2	80' long X 35' tall wall black pipe and drape masking systems to hang from Contractor-supplied ladder truss and motors on the rear Hangar wall from the Hangar ceiling grid, upstage, left and right of the video screen. Allow for load-in door ingress/egress.		\$ -	\$ -	\$ -	\$ -	\$ -
2	80' long X 20' tall black pipe and drape masking systems to make a stage left/right mask for backstage pathway/areas		\$ -	\$ -	\$ -	\$ -	\$ -
4	8' X 8' black rolling risers		\$ -	\$ -	\$ -	\$ -	\$ -
10	Chauvet Q-Spot 560		\$ -	\$ -	\$ -	\$ -	\$ -
24	GLP VolksLicht Z (Zoom) RGB		\$ -	\$ -	\$ -	\$ -	\$ -
7	ETC Source Four Leko		\$ -	\$ -	\$ -	\$ -	\$ -
5	ETC Source 4 575 Watt Par lamp on a six-bar		\$ -	\$ -	\$ -	\$ -	\$ -
2	Mole 2,600 Watt Molefay, 4 light		\$ -	\$ -	\$ -	\$ -	\$ -
1	Lycian Super Arc, standard throw follow spot or equivalent, assume a 150' throw		\$ -	\$ -	\$ -	\$ -	\$ -
1	ETC 72-way Sensor rack dimmer system		\$ -	\$ -	\$ -	\$ -	\$ -
1	Power distribution system		\$ -	\$ -	\$ -	\$ -	\$ -
10+	1-ton Chain motors, as called for in Contractor's design. Minimum quantity shall be 10 motors, and all associated controllers, cables, etc.		\$ -	\$ -	\$ -	\$ -	\$ -
1	Avolites Pearl console, or operationally and technically equivalent console capable of controlling both fixed and moving lights		\$ -	\$ -	\$ -	\$ -	\$ -
1	Clear-Com intercom package, including one (1) master station, six (6) belt packs, all associated cabling. Master to be located at FOH, belt packs for dimmer world, video control, sound control, spotlight, FOH camera		\$ -	\$ -	\$ -	\$ -	\$ -
1	Control cable from dimmer world to FOH (length should be approximately 250')		\$ -	\$ -	\$ -	\$ -	\$ -
16	20' X 5' truss sections (quantity and type to change based on Contractor's specific design)		\$ -	\$ -	\$ -	\$ -	\$ -
2	10' truss sections for audio, including six (6) 1-ton motors, all cabling, safety(s), etc. for hanging speaker systems		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Hangar Building Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ -	\$ -	\$ -	\$ -	\$ -
<b>HANGAR BUILDING EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>							\$

**FINANCIAL PROPOSAL BID FORM  
RFP NUMBER HL-06-18**

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The contracted "RUN OF FAIR" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown.

**Bid Equipment:** In the "Equipment to be Supplied by Bidder" fields, Bidder shall input a detailed listing of the equipment (including brands/models) Bidder intends to supply in the fulfillment of the stated requirements. Bidder shall input annual package pricing for the correlating equipment, resulting in a total package price for each venue.

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The Hangar Building/Main Mall Show Equipment Package - RUN OF FAIR (Currently 23 Days) (Package shall be inclusive of all rigging, safety equipment, burlap wrap, distro, cabling, feeder, spare fixtures, color gels and any other items required to make the system whole and fully functional)			2018	2019	2020	2021	2022
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc., as applicable)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
1	Martin M1 Console		\$ -	\$ -	\$ -	\$ -	\$ -
8	Martin Mac 500 Profiles moving light fixtures		\$ -	\$ -	\$ -	\$ -	\$ -
6	Q-Wash 560 Zoom moving light fixtures		\$ -	\$ -	\$ -	\$ -	\$ -
10	Chauvet Rogue moving light fixtures		\$ -	\$ -	\$ -	\$ -	\$ -
42	Color bandPix LED Strips		\$ -	\$ -	\$ -	\$ -	\$ -
14	Colorado Tour 2 LED par fixtures(10) Slim Par Pro LED par fixtures		\$ -	\$ -	\$ -	\$ -	\$ -
1	90' of 20.5" box truss		\$ -	\$ -	\$ -	\$ -	\$ -
4	CM 1-ton hoists w/associated rigging hardware		\$ -	\$ -	\$ -	\$ -	\$ -
1	Nickolaudio or equivalent light show programming system		\$ -	\$ -	\$ -	\$ -	\$ -
6	Wireless controllers for complete system		\$ -	\$ -	\$ -	\$ -	\$ -
Hangar Building Equipment Package Cost - RUN OF FAIR TOTALS			\$ -	\$ -	\$ -	\$ -	\$ -
HANGAR BUILDING EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)							\$ -

**FINANCIAL PROPOSAL BID FORM  
RFP NUMBER HL-06-18**

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All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. (No brand/model substitutions of stage systems shall be permitted.) Package pricing shall be inclusive of all fly hardware, rigging, safety equipment, burlap wrap, power cabling, data cabling, power distribution, spare fixtures, color gels and any other items required to ensure systems are whole and fully functional.

The contracted "RUN OF FAIR" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown.

**Bid Equipment:** In the "Equipment to be Supplied by Bidder" fields, Bidder shall input a detailed listing of the equipment (including brands/models) Bidder intends to supply in the fulfillment of the stated requirements. Bidder shall input annual package pricing for the correlating equipment, resulting in a total package price for each venue.

**Bid Labor:** Bidder shall provide a flat "Hangar Personnel" (inclusive of all Hangar Building & Main Mall Show elements) as well as an "Action Sports Arena Personnel" package price for all personnel (excluding Production Supervisor) required to set-up, rig, operate, maintain and strike all staging and lighting systems for each venue based upon the scope of work contained herein for the entire run of the annual OC Fair. Bidder shall provide a separate flat "Production Supervisor" package price for all personnel required to provide production supervision services for The Hangar and Action Sports Arena venues based upon the scope of work contained herein for the entire run of the annual OC Fair.

Action Sports Arena Equipment Package - RUN OF FAIR (Currently 23 Days) (Package shall be inclusive of all rigging, safety equipment, burlap wrap, distro, cabling, feeder, spare fixtures, color gels and any other items required to make the system whole and fully functional)			2018	2019	2020	2021	2022
Quantity	Equipment Description	Equipment to be Supplied by Bidder (Include, brands, models, etc.)	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price	Equipment Package Price
1	Complete All Access Versa Stage (no deviations are acceptable) system kit capable of the following minimum configurations: • 24' x 24' x 3' high • 40' x 24' x 4' high  Adequate supplies and materials to completely wrap stage in black fabric, to venue floor, on all sides, for multiple configurations.  Adequate ADA-compliant access stairs, equipment ramps (both sides), protective railings and hand rails as Contractor deems necessary for access and safety, per OSHA requirements and standard industry practice.	No Substitution Permitted	\$ -	\$ -	\$ -	\$ -	\$ -
1	Fight Ring Package: Examine the two (2) fight ring photographs (see Part VIII, Attachment F) and provide equipment to replicate all except the actual fight ring (sitting on Contractor's stage deck). This is to include the staging, truss uprights (20') and the box truss assembly for lighting and sound.		\$ -	\$ -	\$ -	\$ -	\$ -
4	8' X 8' black rolling risers		\$ -	\$ -	\$ -	\$ -	\$ -
1	Complete black, steel barricade safety system, at a length of 80'		\$ -	\$ -	\$ -	\$ -	\$ -
8	Lighting Towers (see BMX photograph, above), consisting of Tomcat (or equivalent) 30" X 20.5" truss ground supported, 25' tall assembly, with safety's, ballast as required.		\$ -	\$ -	\$ -	\$ -	\$ -
8	Light Towers Light Package (Option 1): One (1) light package for each of the above eight (8) lighting towers, to consist of: • Eighteen (18) ETC Source Four lights • Assortment of gel and gel frames, including spare lamps/bulbs		\$ -	\$ -	\$ -	\$ -	\$ -
8	Light Towers Light Package (Option 2): Provide a cost-effective, separately priced alternative long throw, PAR-based system for the above eight (8) light towers.		\$ -	\$ -	\$ -	\$ -	\$ -
1	General lighting package to facilitate the possible variety of stage configurations which shall consist of the following components, at a minimum:		\$ -	\$ -	\$ -	\$ -	\$ -
1	100' of 20.5" Box Truss		\$ -	\$ -	\$ -	\$ -	\$ -
120	Par 64 Fixtures		\$ -	\$ -	\$ -	\$ -	\$ -
12	Source 4 Lekos		\$ -	\$ -	\$ -	\$ -	\$ -
8	Source 4 Pars for floor lighting		\$ -	\$ -	\$ -	\$ -	\$ -
2	4-Light Molefays		\$ -	\$ -	\$ -	\$ -	\$ -
32	Chauvet COLORado 2 LED lights		\$ -	\$ -	\$ -	\$ -	\$ -
2	Follow Spots		\$ -	\$ -	\$ -	\$ -	\$ -
1	72-Channel Dimming system		\$ -	\$ -	\$ -	\$ -	\$ -
1	FOH Console for control		\$ -	\$ -	\$ -	\$ -	\$ -
6	1-Ton motors and control		\$ -	\$ -	\$ -	\$ -	\$ -
1	Clear-Com system for FOH, dimmers and spotlights		\$ -	\$ -	\$ -	\$ -	\$ -
1	Package of assorted gel, gel frames		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Action Sports Arena Equipment Package Cost - RUN OF FAIR TOTALS</b>			\$ -	\$ -	\$ -	\$ -	\$ -
<b>ACTION SPORTS ARENA EQUIPMENT PACKAGE - TOTAL BID (ALL FIVE YEARS)</b>			\$ -	\$ -	\$ -	\$ -	\$ -

**FINANCIAL PROPOSAL BID FORM  
RFP NUMBER HL-06-18**

All quantities provided on the Financial Proposal Bid Form are an approximation. Contractor will not be guaranteed any specific amount of work. If particular events or projects result in additional costs that exceed the Contract amount, the awarded Contract will be amended to reflect the additional work. Billing should reflect the actual work performed, at the rate indicated on this Financial Proposal Bid Form.

All equipment shall be substantially of the same specification and shall be capable of performing in substantially the same manner as the equipment listed below. Each venue's equipment specification has been selected based on past requirements and equipment suitability. The brand names and model numbers listed below, as applicable, are provided as examples of the specifications acceptable to the District. The District will allow deviations from the below listed brands and/or models on condition that the deviations are equivalent in functionality and specification. Contractor shall submit a request for any/all brand/model substitutions from the below list and must receive approval from the District prior to utilization onsite. (No brand/model substitutions of stage systems shall be permitted.) Package pricing shall be inclusive of all fly hardware, rigging, safety equipment, burlap wrap, power cabling, data cabling, power distribution, spare fixtures, color gels and any other items required to ensure systems are whole and fully functional.

The contracted "RUN OF FAIR" Equipment and Personnel Package rates on the Financial Proposal Bid Form shall represent an "all inclusive" cost and will cover the entire rental/service period for the annual OC Fair from installation and testing through final teardown.

**Bid Equipment:** In the "Equipment to be Supplied by Bidder" fields, Bidder shall input a detailed listing of the equipment (including brands/models) Bidder intends to supply in the fulfillment of the stated requirements. Bidder shall input annual package pricing for the correlating equipment, resulting in a total package price for each venue.

**Bid Labor:** Bidder shall provide a flat "Hangar Personnel" (inclusive of all Hangar Building & Main Mall Show elements) as well as an "Action Sports Arena Personnel" package price for all personnel (excluding Production Supervisor) required to set-up, rig, operate, maintain and strike all staging and lighting systems for each venue based upon the scope of work contained herein for the entire run of the annual OC Fair. Bidder shall provide a separate flat "Production Supervisor" package price for all personnel required to provide production supervision services for The Hangar and Action Sports Arena venues based upon the scope of work contained herein for the entire run of the annual OC Fair.

Labor Package - RUN OF FAIR (Currently 23 Days)		2018	2019	2020	2021	2022
	Labor	Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price	Labor Package Price
Personnel - "Hangar Personnel" Package Labor Cost (includes labor for Hangar Building & Main Mall Show) - RUN OF FAIR		\$ -	\$ -	\$ -	\$ -	\$ -
Personnel - "Action Sports Arena" Package Labor Cost - RUN OF FAIR		\$ -	\$ -	\$ -	\$ -	\$ -
Personnel - "Production Supervisor" (the role serves both The Hangar Building and Action Sports Arena Venues) - RUN OF FAIR		\$ -	\$ -	\$ -	\$ -	\$ -
Labor Package (ALL VENUES) - RUN OF FAIR TOTALS		\$ -	\$ -	\$ -	\$ -	\$ -
LABOR PACKAGE - TOTAL BID (ALL FIVE YEARS)						\$ -
<b>CUMULATIVE ANNUAL TOTALS - ENTIRE BID (EQUIPMENT &amp; LABOR)</b>		\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL BID (ALL VENUES, ALL FIVE YEARS)</b>						\$ -

**FINANCIAL PROPOSAL BID FORM  
RFP NUMBER HL-06-18**

Page 5 of 5

**Sealed bids must be received no later than 11:00 a.m., Tuesday, February 20, 2018, clearly marked "HANGAR BUILDING AND ACTION SPORTS ARENA LIGHTING AND STAGING EQUIPMENT AND PRODUCTION SERVICES":**

The price quotes above 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.

**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 in submitting this proposal accepts all reasonable disclosed risks 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 understands the RFP package including the information regarding bid protests. Further, the bidder certifies that he/she has read and understands any and all addenda issued by the District related to this RFP. Further, the 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** \_\_\_\_\_

# **NOTICE OF PROPOSED AWARD**

**RFP NUMBER: HL-06-18**

**Monday, February 19, 2018**

**THE 32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

**ANNOUNCES**

**PROPOSED AWARD OF**

***HANGAR BUILDING AND ACTION SPORTS ARENA  
LIGHTING AND STAGING EQUIPMENT AND PRODUCTION 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., MONDAY, FEBRUARY 26, 2018, THE AWARD WILL BE FINAL.**

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

**R A F**

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**32<sup>ND</sup> 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 \_\_\_\_\_ 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)

Exhibit F - Procedures

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](http://www.ols.dgs.ca.gov/Standard+Language)

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

**CONTRACTOR**

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

**32<sup>ND</sup> DISTRICT AGRICULTURAL ASSOCIATION**

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**Kathy Kramer, CFE, CMP, Chief Executive Officer**

ADDRESS

**88 Fair Drive, Costa Mesa, CA 92626**

**California Department of General Services  
Use Only**

Exempt per:

## EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 04/2017

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. **DISPUTES:**

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**9. RECYCLING CERTIFICATION:**

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:**

During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

**11. CERTIFICATION CLAUSES:**

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

**12. TIMELINESS:**

Time is of the essence in this Agreement.

**13. COMPENSATION:**

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:**

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**15. ANTITRUST CLAIMS:**

The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
  - i. "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.
  - ii "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.

**EXHIBIT C – GENERAL TERMS AND CONDITIONS (CONT.)**

**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).)

-End Exhibit C-

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

**CCC-04/2017 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 11102) (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:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. 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.)

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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 lesser 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](http://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 of \$100,000 or more, 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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

**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.

**EXHIBIT D – SPECIAL TERMS AND CONDITIONS (CONT.)**

- 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.

-End Exhibit D-

## 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/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

##### A. Insurance Certificate:

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

##### 1. List as the Additional Insured:

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

##### 2. Dates:

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

##### 3. Coverages:

###### a. General Liability

Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CGL 001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$5,000,000 per occurrence for Motorized Events all types; \$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; Swap Meets/Flea Markets; \$1,000,000 per occurrence for Rodeo Events All Types **without** any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for 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.



## **EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)**

**e. Liquor Liability**

Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

**4. Cancellation Notice:**

Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

**5. Certificate Holder:**

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

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

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:**

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

## EXHIBIT E – INSURANCE REQUIREMENTS (CONT.)

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:**

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:**

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 obligation shall survive the expiration, termination or assignment of this contract.**

**D. Certified Copies of Policies:**

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

### **III. Participant Waivers**

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; Extreme Attractions; Mechanical Bulls; Simulators; 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 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 :** \_\_\_\_\_

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

Full Name (Last, First Middle)	Full Name (Last, First Middle)

**Please duplicate this listing sheet if additional space is required**

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

## **EQUIPMENT SAFETY PROCEDURE**

The Equipment Safety Procedures are subject to change at any time. Upon notification, Contractor shall immediately adhere to subsequent amendment(s) of the Equipment Safety Procedures.

Contractor shall abide by the speed limit signs posted on District property in the operation of all vehicles.

### **Operating Forklift**

- Must wear hard hat ANSI Class A
- Must wear seat belt
- No carrying passengers
- No objects shall hang off or carry from operator's location
- Must have proper passenger carriage when lifting person
- No standing / persons on forks while operating

### **Operating Man Lift**

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop or travel restraint lanyard below nine (9) foot operating height
- No standing on rails
- No lifting objects to stand up / move
- No overload basket

### **Operating Scissor Lift**

- Must wear hard hat ANSI class A
- Must wear proper harness with approved lanyard Lb371 sofstop or travel restraint lanyard below nine (9) foot operating height
- No standing on rails
- No overloading basket
- Check overhead when lifting
- Approach uneven ground properly
- Always plug lift into electrical outlet after each use

*Safety First – It Starts with You*

## **EXHIBIT F – OC FAIR & EVENT CENTER PROCEDURES**

**PROCEDURE FOR:** Uniforms for Contractors and their Employees.

**PPE (Personal Protective Equipment):** Closed-toe shoes and steel toe work shoes/boots where appropriate and other PPE as required by task and OSHA guidelines.

**Purpose:** To ensure all OCFEC contractors, including employees, are wearing company approved uniforms when present in a working capacity at the OCFEC.

**Procedure: 0004**

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") shall wear their own company uniform at all times when working on OCFEC property, including without limitation, the Pacific Amphitheatre, The Hangar and Action Sports Arena.
2. A uniform can be a logo T-shirt, polo style shirt or full button down shirt; if a jacket (or outerwear) is also required, the jacket must have the company logo on the front of the jacket. OCFEC will require pre-approval of the company uniform style and logo. The company logo must be highly visible and non-offensive in nature.
3. If a Contractor wears a jacket (or outerwear), the required photo identification must remain visible at all times. (see OCFEC Contractor Photo Identification Procedure)
4. If any OCFEC Contractor is not in the proper company uniform, he or she will be asked to leave the OCFEC premises and may not return until he or she is wearing the required uniform.
5. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Uniform Policy, OCFEC management will ask the Contractor to permanently replace that employee.
6. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Uniform Policy, may result in the cancellation of the contract between the OCFEC and contractor.
7. This procedure will be added to all contracts as an attached addendum.

**PROCEDURE FOR:** OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

**PPE (Personal Protective Equipment):** Break-away OCFEC photo identification card lanyard.

**Purpose:** To ensure all contractors and their employees are properly wearing required identification in the proper manner.

**Procedure: 0005**

1. Each OCFEC contractor and its respective employees (collectively, "Contractor") must wear OCFEC approved and supplied photo identification cards around their neck or in another highly visible area at all times while working for the OCFEC. (Note: an additional clip option is available due to work requirements).
2. The OCFEC department Director responsible for the work area will provide a complete list of all Contractors to badging trailer personnel. All Contractors must visit the OCFEC trailer to have their photograph taken and to be provided with their OCFEC photo identification card and a break-away lanyard (and/or clip if requested by the contractor)
3. The OCFEC department Director responsible for the work area will provide a copy of this OCFEC Contractor Photo Identification Procedure to all contractors to review and this OCFEC Contractor Photo Identification Procedure shall be incorporated as part of all OCFEC contracts.

4. Contractors may not access the back stage area of the Pacific Amphitheatre without a back stage pass, which must be pre-approved by the OCFEC department Director and OCFEC Vice President responsible for the work area.
5. All OCFEC department Directors and OCFEC Vice Presidents must forward to the Pacific Amphitheatre back stage Security Manager the name of each OCFEC Contractor that was issued a back stage pass by that Department Director or OCFEC Vice President. Only the Pacific Amphitheatre back stage Security Manager has the authority to provide OCFEC Contractors with Pacific Amphitheatre back stage passes. All Pacific Amphitheatre back stage passes must be worn by the OCFEC Contractor as described above.
6. All Contractors must be courteous and cooperative when at any venue access point, entry, gate or if approached by Security/Law Enforcement for ID inspection.
7. Contractors will be allowed in the Pacific Amphitheatre back stage area only to perform job functions; once the Contractor completes the Contractor's job functions in the Pacific Amphitheatre back stage area, Contractor must immediately leave the area.
8. Contractors not properly wearing required OCFEC identification will be asked to leave, or may be escorted from, the OCFEC property.
9. If any OCFEC Contractor violates OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, OCFEC management will ask the Contractor to permanently replace that employee.
10. Continued lack of support for, or adherence to, OCFEC procedures, including this OCFEC Contractor Photo Identification Procedure, may result in the cancellation of the contract between the OCFEC and Contractor.
11. This procedure will be added to all contracts as an attached addendum.

**EXHIBIT F - ACKNOWLEDGEMENT FORM**

NAME OF PROCEDURE(S):

0004 Uniforms for Contractors and their Employees.

0005 OCFEC Contractors and their Employees wearing identification in the Pacific Amphitheatre, back stage and on OCFEC property.

**Date trained:** \_\_\_\_\_ **Initial:** \_\_\_\_\_

I \_\_\_\_\_ have read, understand and will follow the above procedure(s).

**Signature:** \_\_\_\_\_

-End Exhibit F-

-End RFP: HL-06-18-

## BIDDER DECLARATION

**1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**

- a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE):** \_\_\_\_\_ **or None** \_\_\_\_ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes** \_\_\_ **No** \_\_\_ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

\_\_\_\_\_

\_\_\_\_\_

- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** \_\_\_ **No** \_\_\_  
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** \_\_\_ **No** \_\_\_ **N/A** \_\_\_

**2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):**

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

**CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## BIDDER DECLARATION Instructions

### All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

**1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

**1.b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

**1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

**2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page \_\_\_\_ of \_\_\_\_” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page \_\_\_\_ of \_\_\_\_” accordingly.

### 2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)) that it is still valid and list all current certifications here. Otherwise, enter “None”. [Note: A SB/NVSA should not be participating as a subcontractor]

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

**Read the certification at the bottom of the page and complete the “Page \_\_\_\_ of \_\_\_\_” accordingly.**