

R.  A.  F. 

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

## PACIFIC AMPHITHEATRE AUDIO EQUIPMENT & SERVICES

TWO-TIER

### REQUEST FOR PROPOSAL

RFP NUMBER: AU-05-18

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

Date Issued: Thursday, February 8, 2018

**OPTIONAL WALK-THROUGH – WEDNESDAY, FEBRUARY 14, 2018 – 11:00 A.M.**  
*(Attendance is strongly encouraged.)*

**Sealed Bids must be received no later than 11:00 a.m., Tuesday, February 27, 2018  
clearly marked with the following:**

### PACIFIC AMPHITHEATRE AUDIO EQUIPMENT & SERVICES

RFP NUMBER: AU-05-18  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
Administration Building  
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 communication 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

**PACIFIC AMPHITHEATRE AUDIO EQUIPMENT AND 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 32nd District Agricultural Association, in releasing this RFP, intends to award a contract for the purpose of Pacific Amphitheatre Lighting Equipment and Services at the OC Fair & Event Center from April 2, 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.

Bidders are strongly encouraged to attend an optional walk-through on Wednesday, February 14, 2018 at 11:00 a.m. Meet at the Administration Office, located near Gate 3 off Fairview Road at Merrimac Way. The walk-through is not a time for technical questions relating to the RFP.

#### 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 sealed package containing five (5) copies of the Technical Proposal including copy of the Bidder/Contractor Status Form, copy of the Bidder and Subcontractor Performance Declaration, and labeled with the bidder's name and "**PACIFIC AMPHITHEATRE AUDIO EQUIPMENT & SERVICES - Technical Proposal, Tier 1.**" (For additional details, see Part VII, B.1.)
- One sealed package containing five (5) copies of the Financial Proposal bid form and labeled with the bidder's name and "**PACIFIC AMPHITHEATRE AUDIO EQUIPMENT & SERVICES - Financial Proposal, Tier 2.**" (For additional details, see Part VII, B.2.)
- A minimum of one (1) proposal in each Tier must be hard copies and have original signatures. Proposals must be submitted to the District's Administration Office, no later than **Tuesday, February 27, 2018, 11:00 a.m.** 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.
- Both sealed packages must be placed in a third package with the bidder's name on the outside and addressed as follows:

### PACIFIC AMPHITHEATRE AUDIO EQUIPMENT AND SERVICES

RFP NUMBER AU-05-18  
32<sup>nd</sup> District Agricultural Association  
OC Fair & Event Center  
Administration Building  
88 Fair Drive  
Costa Mesa, CA 92626

## D. CONTRACT AWARD

Each bidder's technical proposal is evaluated and scored by the Committee who utilizes a score sheet based on the scoring process included in Part VIII. Proposals scoring the required number of points or more will be considered "qualified." Subsequently, the financial proposal bid form accompanying all qualified technical proposals will be opened and Small Business Preference or DVBE incentive given where applicable.

If the contract is awarded, it shall be granted to the qualified responsible bidder who submits the lowest Financial Proposal. Prior to the Board awarding a contract, the District shall post a "Notice of Proposed Award" at the Administration Office for five (5) working days. In addition, a copy of the notice will be mailed to each bidder.

A contract award is not final until:

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

## E. TENTATIVE SCHEDULE

RFP Released	Thursday, February 8, 2018
<b>*Optional Walk-through – 11:00 a.m. (Attendance is Strongly Encouraged)</b>	<b>Wednesday, February 14, 2018</b>
**Questions due via email – 11:00 a.m.	Thursday, February 15, 2018
Answers sent to all bidders via email	Wednesday, February 21, 2018
<b>Proposal Deadline – 11:00 a.m.</b>	<b>Tuesday, February 27, 2018</b>
Proposals Scored	Wednesday, February 28, 2018
Post "Notice of Proposed Award"	Thursday, March 1, 2018
***Protest Deadline Date	Thursday, March 8, 2018
Proposed Contract Commences	Monday, April 2, 2018

\*Bidder is not required to attend the walk-through in order to be deemed qualified; however, **Bidder is strongly encouraged to attend** in order to maximize Bidder's understanding of the venue and venue requirements. The walk-through is not a time for technical questions relating to the RFP. Plan at least two (2) hours for the walk-through. Comfortable walking shoes are recommended. Bidders should bring materials and tools necessary to document stage structure(s) and venue (e.g., draw or photograph).

\*\*Technical questions, including equipment substitution requests (see Part IV, Paragraph G), are to be submitted in writing to 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 11 a.m. on February 15, 2018.

\*\*\*The protest period ends at 5:00 p.m. on the fifth (5th) 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 10) 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:

<b>Confirmed DVBE Participation of:</b>	<b>DVBE Incentive:</b>
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 11**) 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 11**) 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 12**) 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, dynamic company to provide audio equipment and services for the Pacific Amphitheatre 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 (dark 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.

During the annual Fair, the Pacific Amphitheatre is the host venue for the OC Fair’s headline concert series. The Amphitheatre was built in the early 1980s and commercially operated until it was sold to the District in 1993, where it continues to offer a premier concert experience in Orange County. The Pacific Amphitheatre is an outdoor venue which provides an intimate concert experience for approximately 8,200 guests per show.

The concert series is part of the larger OC Fair and comprises an “event within the event” orientation. While concert activity is a highlight of the OC Fair, it is one component of robust programming in agriculture, attractions, entertainment and amusement, food and beverage, and exhibits which comprise the total OC Fair experience.

Contractor’s services shall include providing rental audio equipment and services, including, but not limited to, personnel, maintenance, configuration, controllers, power distribution, intercoms, and consoles at the Pacific Amphitheatre for the annual OC Fair, as indicated below.

#### B. MINIMUM QUALIFICATION REQUIREMENTS

1. Documented evidence of five (5) years of relevant experience providing similar equipment and services, including installation, monitoring and utilization, for at least four (4) venues equivalent to the Pacific Amphitheatre and OC Fair & Event Center meeting the following requirements:
  - a. Bidder was primary equipment provider;
  - b. Venues serviced by Bidder had a minimum capacity of 7,500;
  - c. Over the five (5) week period of the OC Fair, the District’s Pacific Amphitheatre concert schedule maintains five (5) consecutive days of performances followed by two (2) days dark. Bidder shall have experience servicing a tour, festival or concert series in which they were required to maintain a similar schedule; and
  - d. Bidder serviced a minimum of one (1) equivalent (see items a. through c. above) venue in 201.
2. Contractor and/or Contractor’s employees/volunteers/independent contractors must have demonstrated technical competence and technical ability with live action, outdoor audio systems, detailed design plans and mastery of on-the-spot country, rock, and pop music stage show productions in an amphitheatre-style venue.

3. 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 understands that the safety of the audience, performers, and production staff is the number one priority to the District. Contractor must comply with all District event/equipment safety procedures, audience safety/crisis management plans, and electrical fire prevention and abatement programs specific to District venue(s).
2. Contractor shall provide a professional, high quality concert audio system for the Pacific Amphitheatre. The audio system must be able to support national, touring acts. This is to include conventional audio for an audience of up to 8,200 patrons in an outdoor area. Contractor shall also provide the staff and personnel to operate and maintain the system.
3. 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.
4. Contractor must provide the District with a complete written list of all onsite equipment for verification by the District.
5. Contractor shall be responsible for maintaining all audio equipment which will remain in place from the first day of installation through the end of the last performance.
6. Contractor shall be required to set up in the Pacific Amphitheatre, as specified by the District, according to the performance schedule.
7. Contractor shall provide versatile and competent personnel and audio equipment capable of meeting the varied requirements of visiting performers, and which are adaptable to a wide variety of musical genres and lighting themes. Examples of past performers include The Offspring, Little Big Town, Lynyrd Skynyrd, Ziggy Marley and Earth, Wind & Fire.
8. Contractor shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including the District's staff, District's Safety & Security personnel, and the District's Pacific Amphitheater production contractors.
9. Contractor shall provide audio equipment and personnel for a minimum of twenty-three (23) performance nights during the run of the annual OC Fair, plus eight (8) to twelve (12) non-Fair events at the District, in addition to setup and teardown. Typically, performances will not take place on Mondays or Tuesdays. Contractor shall support all artists/acts scheduled to perform on a single performance night, including opening and headline acts.
10. Contractor shall provide innovative and cost effective audio system designs that can meet typical artist requirements for the types of music presented at venue, and must differ for each show. Contractor designs shall be accommodating and flexible, demonstrating creative, professional and cost-effective solutions.
11. Audio failures visible to the audience are not acceptable. Any failure(s), including, but not limited to, instrument, system component, and/or audio/sound outage must be immediately resolved. Contractor shall operate with strategic back-up plans in place and spare parts available to ensure a fully functioning and complete audio system is maintained at all times.
12. 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.

13. 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 audio equipment and systems. The cost associated for this equipment shall be included within the cost reflected on the Financial Proposal Bid Form.
14. 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.
15. All dimensions, quantities, schedule, and other requirements have been estimated as close to final figures and layout as possible, as currently known for 2018 OC Fair, but are subject to final requirements and final approval by District Management.
16. Contractor must secure all audio 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, equipment safety lines, or other items used to secure audio 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.
17. 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.
18. 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.
19. Contractor shall provide high-quality color photos, CAD drawings and/or specification sheets, as applicable, of equipment, structures, weight, rigging, etc., as well as any other information requested by the District that will properly explain system capabilities and operation.
20. Upon contract award, Contractor shall immediately begin an analysis and development of lighting systems for the 2018 OC Fair and shall have a finalized plan no later than May 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.
21. Contractor shall present, for District review and approval, a audio system 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 audio design layout and required equipment 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.
22. 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 touring audio engineers. Unusual off-brands, while perhaps technically equal, will not be accepted. A list of acceptable equipment has been provided in Paragraph G and may be modified by the District at any time.
4. All equipment must be clean and in excellent condition. 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 be in good repair and will have been checked out and tested before being installed at the venue.
5. All equipment must be installed in accordance with local, State and Federal legal safety standards. See attached procedure for fall arrest.
6. To the degree possible, all equipment must be secured to prevent theft. The District will provide security personnel to monitor the stage area from 10 p.m. to 8:00 a.m. While the District provides specifically assigned security personnel in the spirit of cooperation, the equipment is brought to the venue at the sole 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.
7. Venue security is the responsibility of District. In order to optimize this security, the Contractor will fully support and cooperate with the District Safety & Security team as well as other District staff. All Contractor employees must abide by District safety procedures and help to establish and enforce all health & safety requirements related to operational work and workers.
8. Contractor will participate in coordination meetings, as applicable, with Artist production teams, in-house production management and contracted stage labor.
9. 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.
10. The Pacific Amphitheatre super structure is installed with a permanent fall protection system for installation personnel to utilize. Contractor shall be responsible for all equipment needed to hook into District's fall protection system, including but not limited to hardware, harnesses, safety lines, etc.
11. The systems must be weather protected and capable of operating over a wide range of temperatures.
12. 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.
13. Power will be supplied by a reliable source, which may be a static power supply or generator system supplied by the District or a District-approved vendor.
14. Contractor will provide all power distribution for the complete audio system. Access to up to 600 amps, three-phase, is available at stage left. Contractor shall provide distribution from the breaker panel extreme mid-stage left. It is anticipated Contractor will require 150 feet of camlock feeder for this endeavor; however, it is Contractor's responsibility to provide and install all appropriate devices, cables, cords, wires, connectors, etc., to secure and maintain electrical connectivity.
15. 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.
16. Contractor shall keep adequate spare materials, equipment, and personnel onsite in order to make any required repairs to the audio system.

17. Contractor shall provide prompt repair or replacement of any faulty equipment.
18. All equipment shall be provided and installed in accordance with government standards and guidelines for safety.
19. Contractor understands this RFP does not contain exhaustive or complete information for the full functionality of the audio system. Specific equipment is called out in this RFP as required for the overall functionality of the audio system; however, Contractor is responsible for ensuring a complete audio design package. The equipment list provided shows the magnitude of equipment to be incorporated by Contractor's design. Equivalent deviations are acceptable with District approval and the intent should be a dynamic, unique and cost-effective design.
20. 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.
21. Contractor shall be in compliance with all applicable sections of the California Fire Code and California Code of Regulations.
22. Contractor shall immediately notify District Management of any hazardous electrical conditions.
23. Contractor shall perform all work to meet safety regulations as established by National Electric Code and other enforcement agencies. All equipment used shall be deemed to be safe and in good repair.

#### **E. VENUE DESCRIPTION AND INFORMATION**

Bidder shall refer to Part IV, Section E, Number 14 for a detailed plan view drawing of the following:

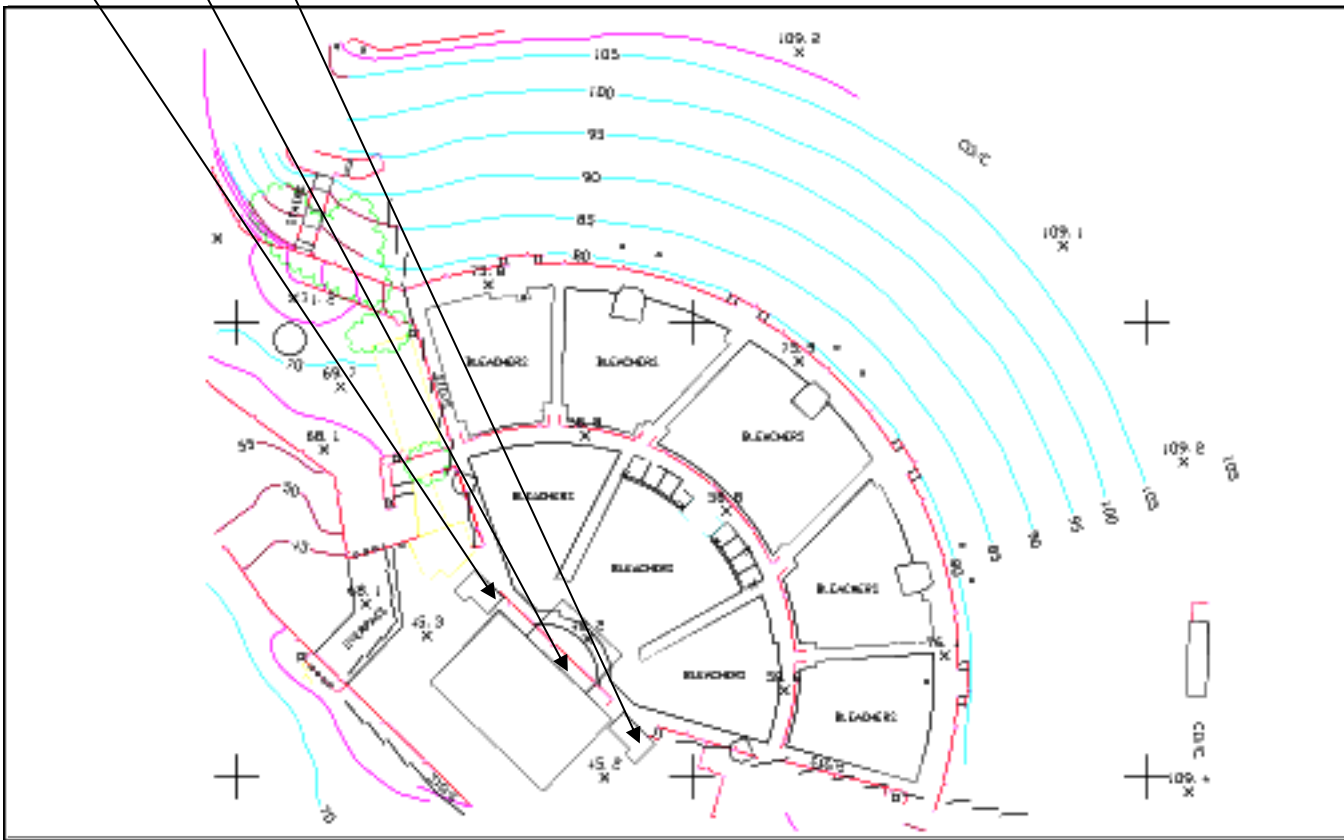
1. The Pacific Amphitheatre seats 8,200 people in a fairly conventional, fan-shaped seating bowl.
2. Front of House (FOH) is centered in the rear of the first audience section, 110 feet from the stage lip, and approximately 14 feet above the stage elevation.
3. From the stage lip to the upper most center seat is approximately 240 feet, with a rise of approximately 30 feet above stage level.
4. An earthen berm, approximately 280 feet (berm center) from the stage, surrounds the rear seating areas. The berm will not be seated. The berm is approximately 55 feet higher than stage level.
5. The stage house consists of a steel super structure enveloped in black drapery.
6. House speakers are flown from technical structure downstage left and right. Due to lack of height and noise challenges, it is not possible to fly main left/right speakers from the stage structure- they must fly from the technical structure to the left/right of the stage structure. Center cluster will be flown from the downstage center of the superstructure.
7. The Pacific Amphitheatre Super Structure is installed with a permanent fall protection system for installation personnel to utilize. Contractor shall be responsible for all equipment needed to hook into District's fall protection system, including but not limited to hardware, harnesses, safety lines, etc.
8. The truck loading dock is a negative incline off stage left.
9. House power is stage left.
10. Monitor world is stage right.



11. Equipment storage is located under the stage platform. Contractor may utilize all or a portion of this area for equipment storage, as mutually agreed upon by Contractor and the District.
12. Concept of the sound system is to create multiple zones within the venue in order to cover the venue properly; allow for the potential of turning off unseated portions (usually rear corners, sometimes rear right/left of center), and properly mitigate noise outside the venue (360 degrees around the venue).
13. The concept of using systems such as EAW Anya, while interesting, have proven difficult due to speaker locations and wide venue coverage required at the rear. Also, due to our height restrictions, such systems don't provide significantly better control (attenuation) out of the seated areas. Such systems are also not well accepted/known for a lot of our acts.

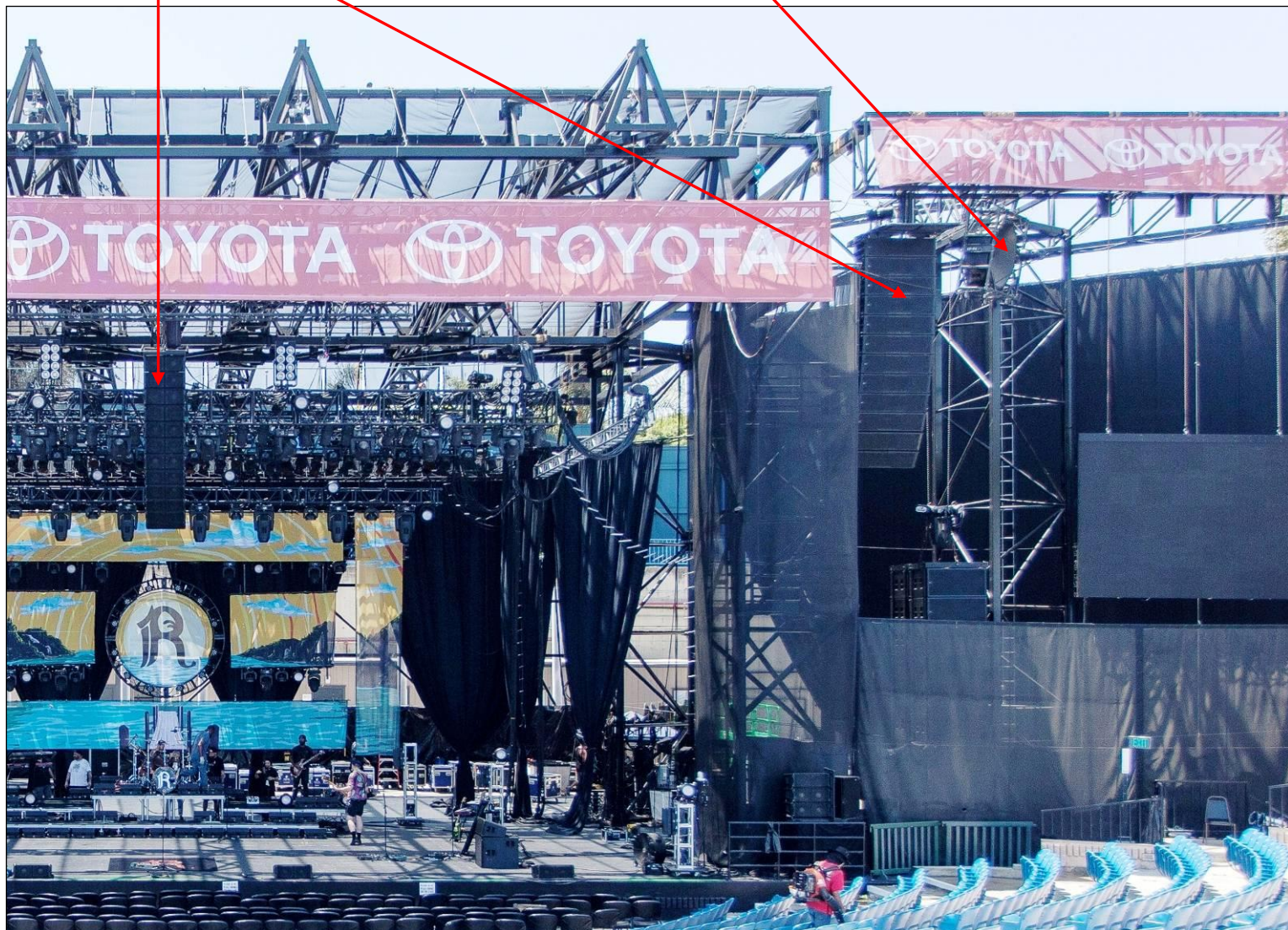
14. The drawing below shows a simple plan view of the venue. The District is providing no elevation view of the venue. Elevation for the purposes of responding to this document are to be derived from the plan view ACAD drawing. The numbers indicate elevation. Assume a speaker trim height of 34 feet above stage level.

**Left Center Right Speaker Clusters**



The picture below shows the house right side of the flown portion of the system from the 2017 season:

Center cluster; main array; rear seating fill-sides- Meyer Soundbeam



Here is a photo of the speakers on the deck for front fill/ out fill:



Subwoofer cardioid line array:

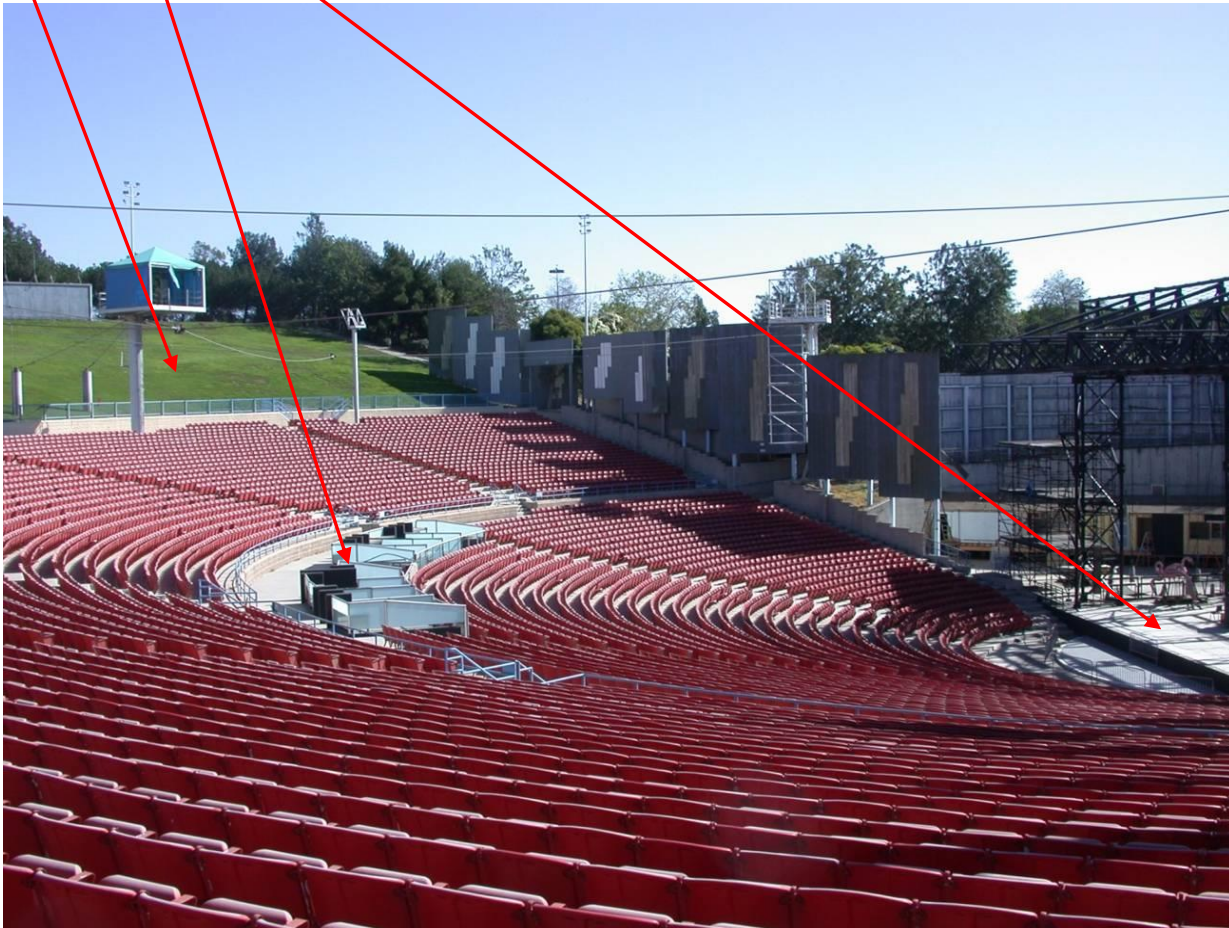


Picture below gives an idea of audience area, with earthen berm to the rear (old photo- berm has changed since this picture was taken). The berm is off limits/ no seating, therefore no sound coverage is needed.

Speaker coverage to be limited to the last row of seating. The venue is difficult to cover and maintain sound limits outside of the venue. Maximum cluster height does not put the speakers above the last row of seating, making it a requirement to be able to zone the line array system in order to separately control level and EQ at the rear, in order to help limit out of venue noise. Cluster design must achieve good pattern control through as much of the audio range as possible to limit noise outside of the venue. Physics dictate large arrays to control vertical low frequency radiation, while focusing high frequency radiation.

The speaker design needs to include cardioid stacked sub-woofers and inside/outside front fill, as well as outside left, right main cluster fill, as shown in the previous photos.

**Berm. FOH. Stage.**



### **Noise Ordinance**

The District is a State Agency and therefore not normally subject to County or City noise ordinances. In 1980, however, the District Board of Directors signed an agreement with the City of Costa Mesa, whereby the District agreed that it would be subject to the Orange County Noise Ordinance. A copy of that agreement is found in the technical appendices.

### **Current Conditions**

By way of reference the berm center is 300 feet from the stage. The dB restriction at the console is set for an SPL of 100 dB flat (for reference, FOH is 110 feet from stage). Measurements will be taken during each event to insure that the level is at an average of 100 dB flat at FOH (typically, most shows average 104 to 106 dB flat) and follows the sound ordinance in housing areas.

Measurements taken with a typical left, right line array system have shown that at least a 14 dB level drop occurs, mid-band from FOH to the berm wall, while still providing adequate levels at the rear seating areas. The more attenuation at the rear of seating- berm wall, the better. Bidder's response should further qualify and insure this as fact.

Every effort will be taken to insure that the sound requirements are strictly adhered to. Bidder's response must include fully detailed system drawings, including plan and elevation view detailed simulation plots, for the range from 65 Hz to 15 kHz (line array), with subwoofers included as a separate set of simulations, showing a collapsed vertical field and the cardioid sub effect. Subs high pass typically around 45 Hz. Important: simulations should show how bidder's design limits the LF vertical dispersion as well as how the system limits SPL levels at the rear of the seating areas (berm wall), to levels well below the max of 104-106 dB flat, as well as how the system controls left/right dispersion.

Include detail plan and elevation simulations as separate systems for:

- 1) Subwoofers.
- 2) Main left/right and center arrays.
- 3) Main left/right and center arrays with the left/right out-fill system (Soundbeams).
- 4) Inside/outside deck and front fill system.

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

1. Contractor shall supply all personnel necessary to meet the following requirements:
  1. All labor personnel shall be certified in the manner applicable to the task(s) which they are performing.
  2. All personnel must have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including the Entertainment Department, District staff, other Pacific Amphitheatre contractors, and under the direction of the Entertainment Director and the District Vice President of Operations, to produce high-level live events.
  3. A minimum of two (2) qualified, competent technicians/operators must be provided to set up, rig, focus, operate and strike the system. These technicians must also be available at all times for technical, operational or supervisory assistance. Bidder shall include a flat fee for all personnel required to fulfill these services on the Financial Proposal Bid Form.
  4. It is expected that personnel will conduct themselves in a thoroughly professional manner at all times.
  5. Labor shall include all delivery, installation, operation, maintenance, teardown and removal services necessary to support each performance each day of the 23 current days of the annual OC Fair.
  6. 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.
  7. Technicians must be present for the initial audio set-up, all twenty-three (23) days of the Fair and the final lighting strike.
  8. There are to be no more than three (3) different technicians throughout the run of the Fair.

9. Contractor shall abide by all District procedures as provided by the District. See attached procedures.

10. Setup and Teardown:

- i. 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. It is anticipated initial setup and final 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.
- ii. Contractor shall be required to provide audio equipment and services for the annual OC Fair each July and August. Setup generally begins one (1) week prior to the event and the system 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.
- iii. It is anticipated Contractor will begin setup on Wednesday, June 27, 2018, and shall have all equipment set up and operational by 5:00 p.m. on Monday, July 2, 2018 however, the exact dates are subject to change. 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.
- iv. Teardown begins the day after the last performance. Contractor must supply audio personnel during setup/teardown or as specified by the District. 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.
- v. The Equipment List has been included in Section G 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 equipment list for the 2015 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.
- vi. 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.
- vii. 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 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.
- viii. Contractor shall maintain a load-in/loud-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.

11. Show/Rehearsal Crew:

- i. 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. Specifically, Contractor shall provide a dedicated Front of House (FOH) system engineer and Stage Monitor engineer. Contractor must provide additional personnel as suits the event.

- ii. The FOH engineer, in addition to normal responsibilities associated with FOH engineer duties, shall assist the Pacific Amphitheatre Technical Director in the management, monitoring and enforcement of noise levels during rehearsals, sound checks and shows/events. The FOH engineer shall be educated in noise monitoring and be very familiar with the Pacific Amphitheatre noise limits and politics. Typically, OC Fair will request a specific individual to fill this role, as an employee of Contractor and paid under this contract by Contractor.
- iii. Show/Rehearsal crew shall be onsite and available from load-in through load-out of each show/performance night. A typical workday begins at 9:00 a.m. and ends at midnight. Daily meals are provided to show/rehearsal personnel.
- iv. Below is an example of a typical performance schedule:
  - 1. Performances typically begin between 6:30 p.m. – 8:30 p.m.
  - 2. Support act and/or headline act may be introduced before act takes the stage.
  - 3. Support act on stage. Some shows may have no support act, and some shows may have more than one support act.
  - 4. Headline act on stage. There is a 20-minute maximum changeover between acts.
  - 5. Shows typically end between 10:00 p.m. and 10:30 p.m.
- v. Contractor shall provide a dedicated System Operator who is also capable of being a Crew Chief.
- vi. Contractor shall provide a minimum of one (1) System Technician who shall be responsible for the sound mix and overall ongoing system maintenance.
- vii. Contractor's personnel shall adapt and be flexible to reasonable requests, as determined appropriate by the District and/or made by traveling/touring sound engineers.
- viii. Contractor's personnel shall provide assistance to visiting productions when/if Contractor's lighting system is supplemented for a performance. Technicians will be required to assist in load-out and re-hanging of system 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.
- ix. Personnel will be provided OC Fair identification badges and are expected to adhere to District personnel policies where applicable. Admission to the OC Fair is provided with the identification badge. Badges are specific to each person and are non-transferable.
- x. Personnel are expected to have the qualities and personality that lends itself to working effectively with the public. Since the Contractor's personnel will be viewed as District employees, it is expected that they will be presentable, courteous, knowledgeable about the OC Fair and grounds, and enjoy their work and the OC Fair experience.

## **G. EQUIPMENT DEFINITIONS, CONCEPT AND REQUIREMENTS**

**The required components are typical for an event of this scale (see detail in equipment list):**

- 1. Powered speaker systems for main left/right and sub arrays, deck fill, are highly preferred for many reasons, including lack of on stage resources for amps.**
  - A. A flown primary left/right speaker system. 90-degree horizontal coverage.
  - B. A flown left/right house outside fill system. Highly directional (Soundbeam).
  - C. A flown center cluster. At least 100-degree horizontal coverage, 120 degrees is ideal.



- D. Left/right sub-bass systems, stacked on the deck below the main arrays, in a cardioid pattern (need fly-ware to hang point in order to insure safety of the ground stacked array).
- E. Stage front fill (on stage lip).
- F. VIP deck stacked left/right fill.
- G. Monitor systems. Frequently, performers will use their own FOH and complete monitor package. Bidder's system implementation should allow for this eventuality.

**2. The site offers typical audio challenges:**

- A. Logistical. Short set-up times dictate the requirement for an organized, well-planned effort. From equipment set-up, to initial testing and final system alignment and tuning, bidder's RFP response shall provide evidence of bidder's planning.
- B. Demonstrate in the response how Contractor will logistically and technically handle artist FOH and monitor systems as well as support short time allowance to headliner changeover time.
- C. Production of intelligible audio throughout the venue while controlling noise, outside the venue.
- D. Power distribution. Bidder should assume that up to 200 amps, three phase is available at stage left. Bidder to provide distribution from the breaker panel extreme stage left. Assume that 200 feet of camlock feeder will be required. You are providing power distro for your entire system, including FOH, monitors and all speaker systems.
- E. The system must be tested in Contractor's shop as a complete system, free of any hum, buzz, and other extraneous noises. Consistent system grounding must be provided for all systems. There will be no time to troubleshoot hum, buzz, and other related problems.
- F. The design in this RFP is specific as to the class of technology (i.e. line array speakers for the main house arrays).
- G. The RFP exhibits a design based on a Meyer MILO self-powered line array solution. Alternates, using the same or similar number of boxes to provide the same vertical and horizontal coverage, as well as SPL and frequency response as the Meyer may be considered, but, based on past experience; Contractor is strongly urged to use the Meyer MILO or a Meyer equivalent. The reasons include the fact that the system has worked very well over the years, especially in terms of sound mitigation, venue coverage and user groups are comfortable with the performance. Keep in mind that the system is used for a very wide range of music- from symphony to pop, to country and rock. A system largely used for one genre of music may not be acceptable for others.
- H. In all cases bidder must provide detailed simulation to illustrate completeness of thought, understanding of this RFP and the venue requirements. Bidder is to provide detailed cluster focus drawings using speaker manufacturer-supplied software, for the purpose of system installation, including SPL plots. Remember the noise ordinance and the fact that good pattern control across the audio range must be maintained in order to meet the audio ordinance. Primary in consideration of your choice of line array should be overall pattern control, coupled with wide brand acceptance by the touring market. In all cases, bidder's processing and amplification package must be capable of driving the loudspeakers to full factory specified output level.

**3. Audio Concept Overview**

- A. Pacific Amphitheatre audio design consists of the following basic elements (NOTE: the term, "touring grade" refers to equipment typically seen on major touring act riders. Unusual off-brands, while possibly technically equal, will not be accepted due to lack of familiarity by visiting performers):

- B. At FOH, one primary touring grade console will be used. Two power supplies with auto-changeover will be required per console. A separate, analog console, such as a Midas rack mount (no EQ) is to be included for use as a routing mixer, to make patching touring consoles in easier.
- i. A few rack-mounted touring quality compression, gating, effects should be provided, in case an engineer wants something other than the console provides.
  - ii. Basic weather protection for all FOH equipment is the responsibility of the Contractor. We provide NO weather protection.
  - iii. Contractor's AC distribution system to include AC distribution to FOH from stage. Assume a cable length of 250 feet.
  - iv. The cable path from FOH to stage consists of two, approximately 5" conduits. Lighting, audio, power and video, as well as a pull line for guest FOH cable must co-exist in these two runs. Assume a 300-foot path from FOH to monitor land.
  - v. House left, center, right and house left, right outside fill speaker systems, front fill, VIP front fill and sub-bass.
  - vi. All speakers fly except sub-bass (arrayed in a cardioid arrangement below the main speakers) and some front fill. All rigging, including motors is bidder's responsibility. Provide EVERYTHING required for rigging.
  - vii. The left, center, right systems will consist of touring grade line array systems. This RFP will propose specific brands as touring grade.
  - viii. Each cluster will fly from an exact position and means of support.
  - ix. Front fill to consist of speakers along the front lip of the stage, as well as 'inner fill' speakers in a TBD location.
  - x. VIP front fill speakers are stacked, left/right stage corners, usually consisting of 3 X line array boxes each side to give more energy in the VIP area. 120 degree horizontal coverage is required.
  - xi. Sub-bass speakers will be under the left, right arrays, on the stage level. These are to be arrayed in order to create a cardioid pattern to control stage/rear cluster sound levels.
  - xii. Assume speaker cable runs of 100 feet for the main arrays and 120 feet for the front fill speakers.
  - xiii. Assume front fill amplifiers will be stage right.
  - xiv. Assume center cluster amplifiers will be stage right.
  - xv. All speakers, to be self-powered (possible exception are the center cluster and front fill speakers).

**4. House system design concept is as follows:**

- A. Provide smooth, controlled horizontal and vertical coverage. This is achieved with multiple systems:
- i. Main left and right line arrays. Number of boxes specified provides for good vertical control across the audio band: this is critical for noise control outside of the venue. Clusters are 90 degrees horizontally. Focus should be to cross approximately 50 feet in front of FOH. Excellent low frequency pattern control is a high priority.

- ii. A center-line array cluster to fill the near field gap created by the left, right focus. This array is to be at least 100 degrees horizontal.
  - iii. Left and right house outside fill speakers. These are not required to be line array systems. The intent is to fill the extreme house left and right shadow areas.
  - iv. Front fill system- on deck- Quantity of 4, on the stage lip for the first rows.
  - v. Front fill system, stacked, inner fill. To consist of small line array cabinets, 100-degree horizontal dispersion, approximately 3 boxes per cluster, to act as fill for the far field (relative term) area not covered by the stage lip front fill. Exact location TBD. Include all required rigging to fly cabinets if required.
  - vi. VIP fill- single box per side.
  - vii. Sub-bass. A left and right system, on the stage deck, below the main arrays. An attempt will be made to array them in such a way as to help collapse their vertical field to minimize noise contamination outside of the venue. In addition, the array is such as to obtain a cardioid pattern.
  - viii. The systems are all fed via independent master EQ and delay from FOH. Meyer Galileo or equivalent is required to provide ease of use and excellent control ability and sound quality.
  - ix. Provide speakers from the same family for consistent musicality.
  - x. Stage monitor system consisting of 1 console, 1 splitter(s) (to accommodate headline and support acts and/or artist specific audio systems). Bidder should assume that the headline act provided monitor console will be located stage left.
  - xi. Side fills will stack.
- B. All primary and technical install, operation and removal labor is bidder's responsibility and must be reflected in bidder's costing. All rigging, power distribution, tools, spares and parts to make for a complete system are bidder's responsibility.

## 5. Specific Audio Information

### A. SPEAKER SYSTEMS

- i. **MAIN:** (Left, Center and Right): Provide equipment lists and costing for complete system, as described. If bidder is bidding an alternate house speaker design bidder must clearly state the reason, the goal and show the simulated results, and, be available to demonstrate the system in the venue, at no cost to OC Fair.

## 6. Equipment and Staffing Requirements

- A. The system supplied must work as a whole and be complete. All equipment supplied will meet the manufacturer's specifications and will be assembled in a factory recommended manner. All items will be in good repair and will have been checked out and tested before being delivered to the venue. Some items may not be required or some may need to be added for certain systems.
- B. Do not assume this RFP contains complete information for the full functionality of the system. Specific equipment is called out in this RFP as required for the overall functionality of the audio system. Vendor assumes full responsibility to deliver a fully tested and functioning system meeting the general requirements contained herein. Common sense and bidder's experience with this kind of venue/event should prevail. System SPL, frequency response and coverage information is to be derived from the example Meyer design in this RFP and published Meyer performance specifications.
- C. Note that visiting acts, at times, may have their own FOH console and/or monitor system and you are required to interface with them into the house system.
- D. **The District is looking for a fully integrated high end, top level act touring PA, consisting of (Ideally) largely Meyer Sound components. Items discussed herein are for example only: provide COMPLETE narrative, line drawings, photographs, manufacturer cut sheets and simulations to expose the entire design, including monitor system.**

E. ALL racks must have low noise cooling fans and adequate front panel lighting.

F. **NOTE: Specifics as to microphones, FOH processing to meet rider requirements. Typical rider requirements are within the capability of a touring sound reinforcement company. We expect no-cost substitutions based on the basic list contained here-in to meet individual rider requirements.**

## 7. Labor

A. The following people will be included with the equipment contract. They will be experienced and professional. Those that will be in the public eye should be dressed appropriately with Contractor uniform and venue-issued identification.

### B. Load-In/Load-Out Crew

i. Stagehands will be provided for general work: specify quantity and skill level.

### C. Show/Rehearsal Crew

i. 2 – Engineers (one at FOH, one at monitors).

ii. 1 – Floating System Technician.

iii. Assume the workday starts at 10:00 a.m. and ends at midnight.

8. **Basic equipment list** (note that since the venue re-opened Sound Image has provided audio services and the equipment list contains Sound Image specific stage monitors and other equipment- if making substitutions, provide alternates as required to meet the same specifications:

## **SPEAKERS**

Qty.	Description
24	MEYER MILO full range speaker enclosures <u>Mains</u> - flown 12 per side
10	POWERLINE full range speaker enclosures <u>Deck fill</u> - Stacked on downstage edge
12	WIDELINE full range speaker enclosures <u>Center Fill</u> - Flown
2	Meyer Sound CQ-1 speaker enclosures <u>VIP Fills</u> - Stacked 1 per side
2	Meyer Sound SB- 1 Parabolic Long Throw Sound Beam enclosures Out Fill- Flown 1 per side
40	MEYER 700HP sub enclosures <u>SUBS</u> -Stacked 20 per side in cardioid configuration

## **FOH**

1	Digi Design Profile FOH mixing console
1	Sound Image FOH Drive rack containing:
3	Meyer Sound Galileo system control devices
1	Midas XL-88 Matrix Mixer
1	CD Player
	Smaart Live audio measurement system w/ 4 measurement
1	mics and long cables

## **MONITORS**

1	Digi Design Profile FOH mixing console
8	Channels of Shure PSM 1000 In Ear Monitor systems
2	Sound Image 4 way stereo side fills
24	Sound Image 1 x 15" Bi Amped wedges

- 12 Sound Image 1 x 12" Bi Amped wedges
- 2 Sound Image 8 Mix Monitor Amp racks (Crown Itech 12000)
- 2 Sound Image 2 x 15" Drum Subs
- 1 Sound Image Stereo 4 way side fill amp rack
- All necessary power & cables for above

**SNAKES**

- 1 Sound Image 54 channel 300 ft. input snake with all sub snakes
- 2 Sound Image 20 pair drive/utility snakes with ethercon
- 1 Sound Image 300 Ft. FOH ac power

**DISTRO**

- 1 Complete 200 amp three phase power distro with band power
- 1 5 T/L to Multi Edison disconnect box

**MICS**

- 8 Channels of Shure URD wireless receivers
- 8 Shure URD handheld microphones
- 2 Complete mic, stand, & cable packages- as required for Multi Act show

**RIGGING**

- 12 CM Loadstar 1 ton chain motors
- 2 CM Loadstar 1 ton chain motors single phase
- 2 Motor controllers
- All necessary power & cables for above

**ADDITIONAL EQUIPMENT**

- 1 Clearcom power supply
- 2 Clearcom belt packs
- 2 Clearcom Hand sets
- 1 Complete rigging package

## PART V

### CONTRACT TERMS AND CONDITIONS

These terms and conditions are in addition to those contained in the CCC-04/2017 Certification, GTC 04/2017 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. All vehicles and equipment will be clearly marked in a professional manner with Contractor's company name and/or logo. All vehicles and 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) 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**

Security of the lighting equipment is the responsibility of the Contractor. The Pacific Amphitheatre is monitored by District security personnel 24 hours per day upon initial installation of the equipment. However, the security personnel is provided in partnership with the Contractors providing equipment in the venue and all equipment is brought to the District at the risk of 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.

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

Weather protection is the responsibility of the Contractor. The stage will be covered, but is not watertight.

#### 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. Please see attached procedures.

The District requires Contractor's employees to wear, in a clearly visible location, identification cards, and/or credentials 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 by Friday following the end of the OC Fair. All employees must abide by the District procedures as 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 and Parking & Traffic departments.

#### **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 changes in 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 Pacific Amphitheatre Lighting Equipment and Services contract shall be from April 2, 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. This part describes the process the District will follow when evaluating and scoring proposals and awarding the contract, if any, is awarded and contains the exact scoring criteria to be used. During the evaluation and selection process, the Committee may wish to interview a bidder for clarification purposes only. The bidder will not be allowed to ask questions concerning other bidders, but only to respond to clarification questions from the Committee. Proposals cannot be changed by the bidder after the time and date designated for receipt.

#### A. EVALUATION AND SELECTION PROCESS

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

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

2. Technical 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 are grounds for disqualification or receipt of a lower score.
4. The Committee will evaluate each proposal that meets the format requirements of preceding paragraph two, and assign points for the technical proposal.

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

5. The Committee may request interviews of the bidders for clarification of proposals. Following any interviews, the proposals may be re-scored.

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

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. This score is then used to determine if the bidder has the minimum number of points to qualify for the second tier.
7. The "Financial Proposal Bid Form" of those responsible qualified bidders achieving the required minimum points will then be opened. 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, actual billing will be determined by the flat rates on the Bid Form.

- 8. Selection of the bidder is based on the financial proposal bid form of the qualifying technical proposals as described in Part II, D.
- 9. 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.
- 10. All bidders will be notified of the results.

## **B. SCORING PROCESS**

Bidders receiving a score of 80 points or more on the "Technical Proposal", Tier 1, will be deemed qualified and the "Financial Proposal Bid Form", Tier 2, will be reviewed. If a bidder does not receive the minimum number of points, as stated above, that bidder will not be deemed qualified and the bidder's financial proposal will not be opened nor reviewed. The following information must be provided by the bidder in order for the RFP to be scored. Layout and label the package to match the sections as detailed below. Include additional information as required herein under a separate section.

### **1. Design, Technical Competence and Equipment 40**

- A. Demonstrated understanding of design criteria, technical requirements and adherence to intent of overall system design. Points will be awarded based on the bidder's demonstrated technical competence, technical ability with line array type loudspeaker systems and understanding of venue requirements. Note: Your discussion should be based on requirements in other locations in this document as well as below:
  - 1. Bidder to submit speaker cluster design simulations showing plan and elevation coverage maps for venue. Programs such as MAPP for Meyer, EASE are acceptable. See additional requirements contained herein. Bidder to include detail narrative describing design. Bidder to specifically demonstrate adherence to noise ordinance requirements. Points will be awarded based on bidder exhibiting understanding of venue coverage and noise ordinance requirements. . . . .(15)
  - 2. Bidder to submit system block diagrams and narrative describing system merits. Points will be awarded for exhibited understanding of venue requirements and adherence to design criteria. . .(10)
  - 3. Bidder to submit full system equipment lists and general narrative on overall system (house and monitors). Points will be given for adherence to RFP equipment lists and bidder's exhibited experience with top act, high level touring systems. . . . . (10)
- B. Indication of quality and condition of proposed equipment. Bidder will be given full points for good faith declaration of good to excellent rating of condition of equipment. . . . .(5)

### **2. Experience and Ability to Perform 45**

- A. List 10 events that bidder provides or has provided audio services for using line array technology in venues of similar size and scope. See evaluation criteria below for acceptable experience. Letter(s) of recommendation from client(s) served by bidder listed must be included. Letters must not be more than one year old. . . . . (39)

*Note: Events considered as qualifying experience must be at **minimum:***

A tour, festival or other single contract series of 23 or more consecutive concerts (days between shows not to exceed 2):

- 175,000 or more in combined attendance for tour, festival or series.
- Serviced within the last three (3) years (first year of qualifying experience accepted: 2015)
- Experience in an Amphitheatre type venue with at least 7,500 person capacity and at least 23 reasonably consecutive shows per season (no more than 2 days dark between shows). Exhibit at least three (3) years of consecutive experience, based on a single contract. Qualifying years are: 2015, 2016, 2017.

Bidder’s list must clearly show the proposed qualifying experience complete with name and dates of the event, attendance and year(s) serviced. Bidder may submit multi-year service of event as qualifying experience.

*Note: Three qualifying events must be submitted for the bidder to receive point consideration. Points will be awarded using the following scale:*

2015 qualifying experience. . . . .	11 points
2016 qualifying experience. . . . .	12 points
2017 qualifying experience. . . . .	13 points

- B. Statement describing percentage of equipment which is sub-rented to fulfill the requirements and the source and amount of financing required by the bidder to fulfill the terms of the Agreement. If all equipment and all financing is to be funded solely by the bidder, this shall be so stated. . . . .(3)

*Note: Bidder will be awarded full points for compliance with this request. Non-compliance with this request will receive zero points.*

- C. Financial References (at least three). . . . . (3)

*Note: Financial references letter will be no more than one (1) year old and be at least three (3) years of an established business relationship. Letter must state length of relationship. Non-compliance with this request will receive zero points.*

**3. Personnel 15**

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- A. Professional experience of bidder's management and complete proposed staffing plan.
1. Staffing Plan – a complete submission of proposed staffing plan which complies with technician requests outlined in Part VII. . . . .(5)
  2. Attached management resumes or narratives of experience. Two points will be awarded per engineer/technician with 5 industry years or over of experience. . . . . (10)

**GRAND TOTAL OF POSSIBLE POINTS 100**

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## PART VII

### MANDATORY FORMAT AND CONTENT REQUIREMENTS

#### A. INTRODUCTION

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

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

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

#### B. PROPOSAL FORMAT AND CONTENT

Each proposal must be prepared as two (2) separate documents, placed in two (2) separate sealed packages; both sealed packages are inserted into a third package. All packages need to be clearly labeled in the manner described Part II, paragraph C.

##### 1. Technical Proposal, Tier 1

Information in the technical proposal is to be provided in the order requested beginning with the cover letter page. Each page is to be numbered at the bottom, starting with the number 1; all pages should be 8½ x 11 inch paper; and all narrative portions of the proposal should be typed.

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

*"Submission of this proposal signifies that all terms, conditions, requirements, protest procedures, performance measures and instructions concerning the award of the RFP #: AU-05-18 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.

##### Table of Contents:

- One (1) completed, dated, and signed "Bidder/Contractor Status Form";
- One (1) copy of the OSDS Small Business Certification, if bidder is claiming the Small Business Preference;
- One (1) copy of the completed STD 843 DVBE documentation forms (If applicable)
- One (1) copy of Bidder Declaration, GSPD 05-105 (Mandatory)

Bidder must provide all information/documentation requested in Part VIII, B.

##### 2. Financial Proposal Bid Form, Tier 2

The Financial Proposal Bid Form must be completed and signed. The qualified proposal with the lowest Financial Proposal will be award the contract.

## PART VIII

### TECHNICAL PROPOSAL REQUIRED SUBMITTAL

Each bidder shall submit for purposes of proposal evaluation, all of the following information, as available, in the order listed above. All information submitted may pertain to the proposing company itself or to principal officers of the company. (Also, see Part VIII, B) If any subcontractors are to be used to fulfill this contract, submit information on them as well. Submit sufficient documentation to determine that your company can meet the contract requirements.

1. Submit required drawings, narratives and equipment lists as discussed in this document. List the equipment that will be utilized in the completion of this contract. Organize the list by FOH and monitors and indicate what equipment is owned by the company and which will be subcontracted.
2. Give a description as to the condition and quality of the equipment to be utilized by the Contractor. Photographs are required of audio equipment on at least two (2) venues.
3. List all subcontractors, if applicable (name, address and phone number) and how Contractor has worked with them in the past.
4. Attach an organizational chart of the proposing company, include a listing of the key staff who will supervise the contract, qualifications of the key staff, responsibilities of the staff, organizational chart of personnel assigned to this contract and any applicable personnel policies and training materials.
5. Attach a schedule of how Contractor will complete work, meeting venue deadlines and scheduling needs.
6. Attach letters of reference from facility/fair managers who have contracted bidder's audio equipment and services within the last three (3) years indicating:
  - Satisfactory completion of contracted duties.
  - Personnel reliability, quality, performance of duties.
  - Quality and performance of equipment.
  - Ability to meet deadlines and maintain schedules.
  - Ability to supervise and deploy personnel.

*Note: See qualifying experience requirements for number of letters necessary for submission.*

7. Attach letters from at least three financial references (banks, subcontractors, major suppliers, etc.) that bidder has done business with during the last two years.
8. Include proof of insurance coverage as required in the Insurance Requirements, see Part XII. Coverage may exceed required levels.
9. Include proof of Workers' Compensation coverage.

**PART IX**  
**FORMS SECTION**

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

- \_\_\_\_\_ Bidder/Contractor Status Form (Mandatory)
- \_\_\_\_\_ Financial Proposal Bid Form, completed and signed (Mandatory)
- \_\_\_\_\_ DVBE Documentation Form(s) – STD843 (If applicable)
- \_\_\_\_\_ Bidder Declaration – GSPD-05-105 (Mandatory)
- \_\_\_\_\_ Small Business Preference Verification (If applicable) – May obtain proof from website <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

**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 and Conditions
- CCC-04/2017 Certification
- Insurance Requirements
- Megan's Law Screening
- Equipment Safety Procedure
- OC Fair & Event Center Procedures: 0004, 0005, 0007, and 0011



**BIDDER/CONTRACTOR STATUS FORM**

**RFP NUMBER AU-05-18**

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

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 AU-05-18**

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  
AU-05-18**

The "Financial Proposal Form" will be used to determine the "not to exceed" amount of the contract.

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

2018		2019	
Sound System	\$ _____	Sound System	\$ _____
Labor (Load In/Out)	\$ _____	Labor (Load In/Out)	\$ _____
Labor (Operating)	\$ _____	Labor (Operating)	\$ _____
Daily Rate*	\$ _____	Daily Rate*	\$ _____
<b>Total</b>	\$ _____	<b>Total</b>	\$ _____

**Option Years:**

2020	
Sound System	\$ _____
Labor (Load In/Out)	\$ _____
Labor (Operating)	\$ _____
Daily Rate*	\$ _____
<b>Total</b>	\$ _____

2021	
Sound System	\$ _____
Labor (Load In/Out)	\$ _____
Labor (Operating)	\$ _____
Daily Rate*	\$ _____
<b>Total</b>	\$ _____

2022	
Sound System	\$ _____
Labor (Load In/Out)	\$ _____
Labor (Operating)	\$ _____
Daily Rate*	\$ _____
<b>Total</b>	\$ _____

\* **Daily Rate** is for dates outside of but contiguous with the 23 day Summer Concert Series. **Daily Rate** should be calculated with the following formula:  $Daily Rate = [Sound System + Labor (Operating)]$ .

In the event of stand-alone shows, the rate will be calculated with following formula:  $Daily Rate + Labor (Load In/Out) = Stand-Alone Show$ .

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

**ARE YOU CLAIMING SMALL BUSINESS PREFERENCE?**

As a California Certified Small Business? YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, Certification # \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, Certification # \_\_\_\_\_

ARE YOU CLAIMING DVBE INCENTIVE?

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

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

**Sealed bids must be received no later than 11:00 a.m., Tuesday, February 27, 2018, clearly marked "AUDIO EQUIPMENT & SERVICES".**

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

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

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

**COMPANY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**FEDERAL I.D. NUMBER** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **TITLE** \_\_\_\_\_

# **NOTICE OF PROPOSED AWARD**

**RFP NUMBER: AU-05-18**

**MARCH 1, 2018**

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

**ANNOUNCES**

**PROPOSED AWARD OF**

***AUDIO EQUIPMENT & 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., THURSDAY, MARCH 8, 2018, THE AWARD WILL BE FINAL.**

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

**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 name(s)

Exhibit B – Budget Detail and Payment Provisions name(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) name(s)

Exhibit - D\* Special Terms and Conditions name(s)

Exhibit E – Insurance Requirements (Attached hereto as part of this agreement) name(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.**

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

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.



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

### **15. ANTITRUST CLAIMS:**

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

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

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

**17. UNENFORCEABLE PROVISION:**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:**

If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:**

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

-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



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

fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

**B. Primary Coverage:**

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.

**PROCEDURE FOR:** Pacific Amphitheatre Stage use by artists/band members.

**PPE (Personal Protective Equipment):** None.

**Purpose:** To ensure the safe use of the Pacific Amphitheatre Main Stage.

**Procedure: 0007**

1. The use of the main stage is restricted to artists and band members.
2. Public/guests will not be allowed on stage or on stage wings, singular or as a group.
3. If an artist has a want/need to bring an individual on stage during a performance, the artist must make a written request to the OCFEC at least four hours before the artist's scheduled performance, identifying the individuals and explaining why those individuals require stage access.
4. OCFEC management, Security Manager or Entertainment Director will review the Stage Access Request and the OCFEC management, Security Manager or Entertainment Director will determine, in his or her discretion, whether to grant the requested access after considering all OCFEC safety protocols. While the OCFEC recognizes that stage invitations may be spontaneous, the OCFEC must be provided with prior written notice to ensure the safety of its employees and patrons.
5. This procedure will be added to all contracts as an attached addendum.

**PROCEDURE FOR:** Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

**PPE (Personal Protective Equipment):** None

**Purpose:** To ensure that all persons and vehicles accessing the Pacific Amphitheatre via the Loading Ramp located on the *West* or *3<sup>rd</sup> Base* side of the Pacific Amphitheatre are in possession of the appropriate credential, pass or identification card required for entry.

**Procedure: 0011**

1. Before and during the review of all required access credentials, passes or identification cards, OCFEC security staff shall assure that the Loading Ramp gate remains closed until all steps below are completed.
2. Upon arrival at the OCFEC Pacific Amphitheatre Loading Ramp Security Checkpoint, all guests, whether on foot or in a vehicle, must present to OCFEC security the appropriate credential, pass or identification card for inspection. If no credential, pass or identification card is presented, access will be denied.
3. OCFEC security staff shall contact and coordinate with the Pacific Amphitheatre Production Manager to assist any individual without an appropriate credential, pass or identification card that claims a need to access the Pacific Amphitheatre loading dock area for an authorized purpose. The Pacific Amphitheatre Production Manager must visually confirm the identity of the individual requesting access before granting that access.
4. If an individual presents an acceptable credential, pass or identification card for inspection, or if the Pacific Amphitheatre Production Manager or visiting Production Manager has approved access, the individual, along with his or her belongings, must pass a security inspection to prevent any dangerous, hazardous or other prohibited items from entering the venue. Security inspections include, but are not limited to: Bag or other personal item inspection, walk-thru metal detection devices, and additional hand-held metal detecting devices.
5. After the Pacific Amphitheatre Production Manager or visiting Production Manager has inspected the individual's credential, pass or identification card and approved entry, and after the individual has successfully passed through the Loading Ramp Security inspection checkpoint, that individual will be required to sign and date the Guest Log. *\*Additional information such as "who authorized entry" shall be confirmed and recorded if guest was not found to be on the pre-authorized guest list.*
6. After the individual has entered the venue on foot or in a vehicle via the Loading Ramp, OCFEC security staff will assure that the Loading Ramp gate is then re-secured to prevent unauthorized access.
7. 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.
- 0007 Pacific Amphitheatre Stage use by artists/band members.
- 0011 Access to the Pacific Amphitheatre through Loading Ramp Security Checkpoint.

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

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

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

-End Exhibit F-

**-End RFP: AU-05-18-**



### 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.**